

**THE RULES OF THE FERNRIDGE WATER SUPPLY ASSOCIATION**  
**INCORPORATED**

(1) **NAME:** Fernridge Water Supply Association Incorporated

(2) **OBJECTS:**

- (a) To provide and maintain a supply of water suitable for domestic and other purposes to the property owners within the Fernridge - Upper Plain district, near Masterton.
- (b) To do lawfully all such things as are incidental to or conducive to (a) above and any other objects which the Association may from time to time establish.

(3) **DEFINITIONS**

- (a) **ASSOCIATION** - means the Fernridge Water Supply Association Inc.
- (b) **SCHEME** - means the wells, pumps, tanks and piping installed and maintained by the Association together with any future additions or extensions.
- (c) **UNIT OF WATER ENTITLEMENT** - means the right of a member to be supplied with one cubic metre of water, or multiplies thereof, over each twenty four hour period.

(4) **MEMBERSHIP**

- (a) Property owners who were initial financial contributors to the Scheme shall be members, together with all subsequent successors in title to their property.
- (b) All other property owners who obtain use of the Scheme subsequently in accordance with the constitution shall also become members.
- (c) All financial contributions by members to the Scheme in the form of initial capital contributions and annual charges will be non-refundable except in the event of the dissolution of the Association in accordance with paragraph 12.
- (d) A register of members shall be maintained by the Secretary showing property titles, legal descriptions and owners and the respective number of units of water entitlement held under the Scheme.

*Refer to Doc 5*

(5) **MANAGEMENT AND POWERS**

- (a) The management of the Scheme will be undertaken by a Management Committee elected at the Annual General Meeting of members, which will have the full responsibility for the management and operation of the Scheme.
- (b) At the Annual General Meeting a Chairman will be elected who will head the Management Committee. He will have a casting and deliberative vote at both the Committee and General Meetings of the Association.
- (c) The quorum for any meeting of the Management Committee shall be a simple majority of members present.
- (d) The Management Committee will have the power to appoint a Secretary and Treasurer either from within its membership or from an appropriate outside agency. Both positions may be held by one person.
- (e) Any vacancies in the Committee, that may occur, including the position of Chairman, will be filled by appointment by the Committee from within the general membership of the Association.
- (f) The Committee will be responsible for preparing an annual budget and associated charges for the operation of the Scheme. This will be presented for adoption at the Annual General Meeting of the Association.
- (g) The Scheme will be constituted as a Special Rating District of the Wairarapa Catchment Board for the purposes of collection of the operating charges adopted at each Annual General Meeting of the Association.

- (h) For the purposes of access and maintenance the Management Committee will be conferred with all appropriate powers as a Sub-Committee of the Wairarapa Catchment Board.
- (i) An independent auditor will be appointed at each Annual General Meeting who shall be a member of the New Zealand Society of Accountants. He shall not be a member of the Scheme nor its Secretary or Treasurer.
- (j) All paymemnts shall be by cheque and signed by any two persons who may be the Treasurer, Chairman or members of the Management Committee after approval by the Management Committee. Any contracts, written agreements, etc, shall be entered into only by resolution of the Committee and under the above signatures.
- (k) All transactions of the Association shall be handled through a bank account.
- (l) The financial year of the Association shall be from the 1st day of April to 31st March each year. *Refer to Doc 5*

(6) GENERAL MEETINGS

- (a) An Annual General Meeting of members will be held not later than 8 weeks after the end of the financial year. Members shall be given not less than 14 days preliminary notice of such meeting. *Refer to Doc 5*
- (b) Notices of motion, moved and seconded by members must be in the Secretary's hands not later than 14 days before the Annual General Meeting.
- (c) A quorum for any general meeting shall be one third of the current membership personally present.
- (d) A Special General Meeting shall be called by the Secretary when directed by a resolution of the Management Committee or at the request of five or more members of the Association. Such requisition must state the object for which the meeting is required.
- (e) Except in the case of emergencies of which the Committee will be the sole judge, at least seven days written notice of a Special General Meeting shall be given by the Secretary to all members stating the nature of the business to be discussed.
- (f) Notices of motion, moved and seconded by members for consideration at a Special General Meeting must be in the Secretary's hands no later than 14 days before the meeting.

(7) PROCEDURE

- (a) Meetings will be conducted under recognised rules of debate.
- (b) Except in the case of constitutional amendments, which will require a two thirds majority from members present (paragraph 14), all other matters will be decided by vote, with each member holding one vote for each unit of water entitlement held under the Scheme.
- (c) Decisions shall first be taken on voices. If a division is called, then a poll by entitlement will be applied. Procedures for the taking of such a poll will be defined by the Chairman.
- (d) The Secretary shall record Minutes of all General and Committee Meetings of the Association and circulate these promptly after each meeting.
- (e) Proxy votes shall be valid at both Committee and General Meetings of the Association provided they clearly state the intention of the voter and are signed by the member, witnessed and dated appropriately.

(8) FINANCIAL POWERS

- (a) The Association may from time to time, for the purpose of the Association, raise or borrow such sum or sums of money as it may think fit, necessary or expedient with or without security therefore and may secure payment of sums by mortgages or sub-mortgages or any property real or personal belonging to the Association or by bonds, debentures, mortgage debenture or other securities or by bills of exchange, promissory notes or other negotiable instruments and such mortgages or other securities may contain such covenants, powers, conditions, agreement and obligations as it may think fit.
- (b) Such raising of loans and borrowing of money by the Association shall only take place by way of resolution carried by majority vote at a General Meeting of the Association.
- (c) To sell or otherwise dispose of, hire, exchange, improve, manage, develop or otherwise deal with all or any part of the property of the Association or in which the Association has or may hereafter have any beneficial interest in such manner and upon such terms as the Committee may from time to time determine.

(9) GENERAL

- (a) No member shall receive or obtain any pecuniary gain from the assets or operations of the Association, except on dissolution.
- (b) The Committee shall have the power to make bylaws for the Association regulating in every respect its internal management and the management of the Scheme and shall have power to amend such bylaws from time to time at any Committee Meeting.
- (c) The Committee may co-opt for the time being any member of the Association or any other person not a member who is in a position to contribute valuable information on a subject under discussion or otherwise assist in the deliberation or affairs of such Committee.

(10) COMMON SEAL

The Common Seal of the Association will be held by the Secretary and only applied by resolution of a General Meeting of the Association or a meeting of its Committee. The affixing of the Seal will be authenticated by the signatures of the Chairman and the Secretary.

(11) NOTICES

Any notice required to be sent to any member shall be deemed to have been duly delivered in due course if sent by post in a prepaid letter addressed to the member at his last known place of abode in New Zealand.

(12) DISSOLUTION

- (a) The Association shall be dissolved by resolution of a four-fifths majority vote taken at a properly constituted General Meeting of the Association or by the Registrar of Incorporated Societies. *REF TO COC 5*
- (b) After all debts and liabilities have been satisfied, all remaining assets and property of the Association will be sold and the resultant income distributed amongst current members in proportion to the units of water entitlement held at the time.

(13) MATTERS NOT PROVIDED FOR

Matters not provided for in the foregoing rules shall be dealt with by the Committee who shall adjudicate thereon as the Committee shall think fit and the Committee's decision thereon shall be final.

(14) AMENDMENT TO RULES

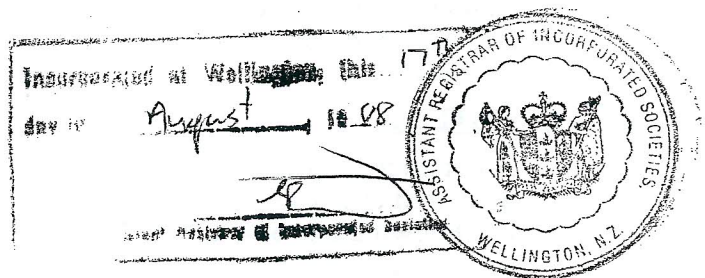
Changes to the constitution/rules must be by resolution of a minimum two-thirds of members present or by written proxy taken at a properly constituted General Meeting of the Association.

(15) INTERPRETATION

In these rules, unless inconsistent with the context words importings the singular number only include the plural number and vice versa and words importing the feminine gender include the masculine and vice versa provided that if any question shall arise as to the meaning or interpretation of any of the rules herein contained or hereinafter made or of any of the bylaws of the Association or of any matter affecting the Association the decision of the Committee hereon shall be final and binding.

We, the several persons whose names are subscribed hereto being members of the abovementioned Association, hereby make application for the incorporation of the Association under the foregoing rules in accordance with the Incorporated Societies Act 1908.

Dated this 3rd day of December 1987.



ALTERATION TO THE RULES OF THE  
FERNRIDGE WATER SUPPLY ASSOCIATION INCORPORATED  
ADOPTED AT THE ANNUAL GENERAL MEETING  
OF THE ASSOCIATION HELD ON 6<sup>TH</sup> JUNE 2001

That "RULE 4. MEMBERSHIP" be amended to read as follows:-

"4(a) That the following persons shall be members of the Association.

- (i) All persons who were on the membership register of the Association as members as at 30<sup>th</sup> June 2000.
- (ii) Any other person who applied or applies for membership after 1<sup>st</sup> July 2000 and whose application for membership is approved and accepted by the Management Committee having regard to the water available for supply or any other matter the Management Committee thinks relevant to the viable operation of the Scheme or to the orderly and proper administration of the Association .

4(b) All financial contributions by members to the Scheme in the form of initial capital contributions and annual charges will be non-refundable except in the event of the dissolution of the Association in accordance with Rule 12.

4(c) A register of members shall be maintained by the Secretary showing details of members and the properties supplied with water by the Scheme and the respective number of units of water entitlement held under the Scheme by each member.

4(d) All members shall enter into a Supply Agreement with the Association on terms and conditions determined by the Management Committee, provided that such terms and conditions shall be ratified at each and every Annual General Meeting or any Special General Meeting of the Association, and provided that such terms and conditions shall be in accordance with the rules of natural justice and shall at least include terms and conditions in respect of the following matters.

- (i) The right to be supplied a unit or units of water but subject to the acceptance by members that the Association shall only be obliged to use its best endeavours to so supply any member.

- (ii) The acceptance by members that failure to:-

- (a) pay within 60 days any levies set by the Association or

- (b) to comply with any other obligations arising from the supply agreement shall result in termination of the Supply Agreement.

- (iii) The acceptance by members that persons duly authorised by the Management Committee shall be entitled as of right, on reasonable notice, to enter onto the land of any member for the purpose of checking, maintaining, repairing or



improving anything directly or indirectly connected to the Scheme or its operation or administration.

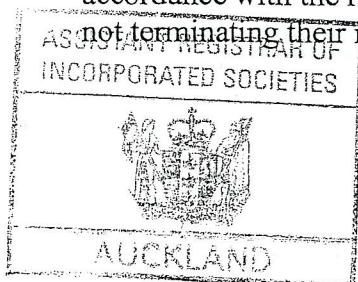
- (iv) That the Supply Agreement and incidental right to supply shall terminate forthwith upon a person ceasing to be a member of the Association.
- (v) Members acknowledging that the Association does not guarantee the quality of the water supplied but subject to the Association acknowledging that it will use its best endeavours to supply potable water to the connection to be near, at or on the property of the member.
- (vi) Members acknowledging that neither the Association or any of its officers shall in any way whatsoever be liable either for any disruption in the supply of water or for defects or problems arising therefrom in respect of the quality of water supplied."
- (vii) Members agreeing to use or deal with the water supply in a manner that will avoid any contamination of supply.
- (viii) Members accepting that the Association shall be entitled to place piping and other materials incidental to reticulation of the Scheme on land owned or occupied by Members.

**That the following be added to the Rules as "RULE 4(e):-**

"That the membership of any member shall terminate forthwith in the event of one of the following events:-

- (i) A member sells the land to which any unit is supplied provided that upon any such sale the Member shall obtain the agreement of any purchaser to the continued placement on the land of any piping or associated reticulation of the Scheme together with right of access on reasonable notice to maintain any such piping or related reticulation.
- (ii) A member, subject to the approval and sole discretion of the Management Committee, transfers their Supply Agreement to some other person, provided that any such application for approval for transfer shall not be unreasonably withheld but subject to the member meeting any reasonable legal or other costs incidental to such transfer.
- (iii) A member either fails to pay within 60 days of demand in writing for payment of any levy of the Association or fails to meet any other obligations arising from the Supply Agreement between the member and the Association.

provided that the Management Committee shall not terminate the membership of any member pursuant to clause (iii) above without first giving the member concerned an opportunity in accordance with the rules of natural justice to present to the Management Committee a case for ~~not terminating their membership or the supply of water incidental thereto.~~



That "RULE 3(c) be amended to read as follows:-

"UNIT OF WATER ENTITLEMENT" – means the right of a member, subject to the terms and conditions of the Supply Agreement between the member and the Association, to be supplied with one cubic metre of water, or multiplies thereof, over each twenty-four hour period."

That "RULE 5(h) be amended to read as follows:-

"For the purposes of access and maintenance the Management Committee will be conferred with all the appropriate powers as a Sub-Committee of the Wellington Regional Council together with any powers created by the Supply Agreement between any member and the Association."

That the words "Wairarapa Catchment Board" in Rule 5(g) be amended to "Wellington Regional Council".

This is the document marked "A" referred to in the annexed declaration of Adrienne Hewitt made at Masterton this 24th day of July 2001 before me:-

E.R. Edie. J.P.  
Upper Plain Rd,  
RD 8

MASTERTON.  
24/7/01.

F.C. DAVISON CHAIRMAN

A. Hewitt (Treasurer)

G.J. LAING (Secretary)

" A "

PROPOSED AMENDMENTS TO THE RULES OF  
FERNRIDGE WATER SUPPLY ASSOCIATION INCORPORATED

Add Clause 4 (e) -

Any member of the Association may resign their membership of the Association by written notice of resignation delivered to the Secretary before the close of the financial year otherwise they shall remain liable for the subscription for the ensuing year. If all subscriptions due have been paid the resignation shall be accepted, but the delivery of such resignation shall not prejudice the rights of the Association to recover or enforce any subscription or other obligation then due, owing or in dispute.

(Blakemore/James)

Add Clause 4 (f) -

If any member of the Association wilfully infringes any of the rules or bylaws of the Association or becomes a defaulter to the Association or grossly misconducts themselves whether within or without the Association they shall be answerable to the management committee who may at its discretion suspend or terminate membership. Provided however that no such suspension or termination shall be considered by the committee unless the person concerned has been given at least ten (10) days notice in writing that a resolution is to be considered at the committee meeting specified in the notice and that they have the right to be heard at that meeting. If the member is suspended, or membership is terminated, the member may request the convening of a special general meeting of the Association to consider the management committee's decision. Such request must be in writing and must be delivered to the Secretary not more than thirty (30) days from the date on which the member is advised of the suspension or termination of membership. The special general meeting shall discuss the issues involved and shall decide whether to endorse or over-rule the committee's decision. The decision of such special general meeting shall ascertain by ballot and a majority of at least two-thirds of the votes cast shall be required to uphold the committee's decision to suspend or terminate membership.



(Blakemore/James)

Add Clause 5 (m) -

The management committee will have the power in cases involving resignation or expulsion to discontinue all services provided by the Association.

(Blakemore/James)

*H.A. James*  
H.A. JAMES (CHAIRMAN)

*S.D. Blakemore*  
S.D. BLAKEMORE (SECRETARY)

*B.R. Clarke*  
B.R. CLARKE (COMMITTEE MEMBER)

Amend 6 (a) by adding after the word "meeting" -

The annual general meeting and general meetings shall be convened by notice in writing addressed to the Secretary and sent to each financial member of their last known address and may be published in any local paper circulated in the Wairarapa region setting out the date of such meeting and all proposed resolutions and business to be brought before such meeting. Such notice shall be sent to each member entitled to attend and vote thereat.

(Blakemore/James)

Delete Rule 12 (a) and replace with the following -

12(a) The Association may be wound up or dissolved voluntarily if the Association at a general meeting of its members passes a resolution requiring the Association to be wound up or dissolved and the resolution is confirmed at a subsequent special general meeting called together for that purpose and held no earlier than thirty (30) days after the date on which the resolution was passed.

(Blakemore/James)

Amend Clause 5 (~~h~~) by changing the words "1st day of April to 31st March" to read -

5 (k) The financial year of the Association shall be from 1st day of July to 30th June each year.

(James/Galbraith)

*H.A. James*  
H.A. JAMES (CHAIRMAN)  
*S.D. Blakemore*  
S.D. BLAKEMORE (SECRETARY)  
*B.R. Clarke*  
B.R. CLARKE (COMMITTEE MEMBER)



Alteration of rules registered, this <u>20th</u> day of <u>February</u> , 19 <u>91</u> <b>SYDNEY JOHN REWETI</b> Assistant Registrar of Incorporated Societies, Wellington.
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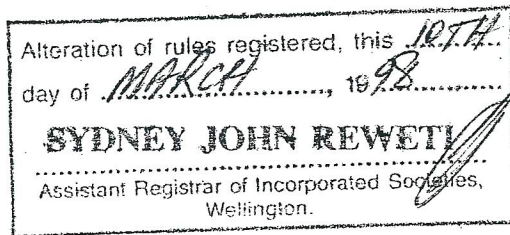
'A'

# Fernridge Water Supply Association Inc

C/- Ms Adrienne Hewitt, RF 45 Tararua Drive,  
PO Box 574, Phone 06-377-2120, Fax 06-377-5066, MASTERTON

20 January 1998

The Registrar of Incorporated Societies  
Commercial Affairs Division  
Ministry of Commerce  
PO Box 5901  
Lambton Quay  
WELLINGTON




Dear Sir/Madam


Please find enclosed a copy of our Associations financial statement for the year ended 30 June 1997. Please also note that at the AGM of the Fernridge Water Supply Assn (Inc) held on 28 August 1997 the Rules of the Society were amended as follows:-

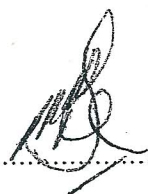
Amend Clause 5 (1) by changing the words "1st day of July to 30th June" to read

"5 (1) The financial year of the Association shall be from 1st day of April to 31st day of March each year"

Yours sincerely

  
Adrienne Hewitt  
Secretary Treasurer

  
Chairperson


  
Member



## EXHIBIT NOTE

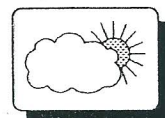
These are the alterations marked 'A' referred to in the declaration of ADRIENNE HEWITT made on the 26th day of February 1998, before me



  
Solicitor or Justice of the Peace  
E.R. EDIE  
Upper Plain Rd  
R.D. 8  
Masterton



26/2/98  
Date



The Incorporated Societies Act 1908  
Declaration of

ADOPTION, ALTERATION  
OF RULES

(Section 7 (b) and 21)



\*10038273592\*

Please note that the information in this form should be either typewritten, printed or neatly handwritten in block capitals  
When completing this form, please refer to notes overleaf

Society  
Name

FERNRIDGE WATER SUPPLY  
ASSOCIATION INCORPORATED

Society Number

WN 153 88056

I ADRIENNE HEWITT

of 45 TARARUA DRIVE, UPPER PLAIN, RD8, MASTERTON

do solemnly and sincerely declare as follows

- 1 That I am\* a member of/~~the Solicitor to~~ the abovenamed Society, BEING TREASURER OF THE ASSOCIATION
- 2 That annexed hereto and marked with the letter A is/are -  
~~\*(a) the rules, signed or sealed, which have been adopted by the society a majority of whose members have consented to the application for incorporation OR~~  
~~\*(b) the alteration of rules of the society, which alteration has been made in accordance with the rules of the society~~
- 3 That the rules comply with section 6 of the Incorporated Societies Act 1908

And I make the solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths and Declaration Act 1957

Declared at MASTERTON )

this 19th 24th )

day of JULY )

2001 before me )

E. R. Edie J.P.  
Upper Plain Rd RD8 MASTERTON.

A Solicitor, Justice of the Peace or other person authorised to take a Statutory Declaration

Presented by

ADRIENNE HEWITT

Account No

Postal Address

TARARUA DRIVE, RD8  
MASTERTON

Telephone

06 3772120

Facsimile

06 377 5066

P#03

10 AUG 2001

\*Delete whichever is not applicable

**ALTERATION TO THE RULES OF THE  
FERNRIDGE WATER SUPPLY ASSOCIATION INCORPORATED  
ADOPTED AT THE ANNUAL GENERAL MEETING  
OF THE ASSOCIATION HELD ON 6<sup>TH</sup> JUNE 2001**

**That "RULE 4 MEMBERSHIP" be amended to read as follows:-**

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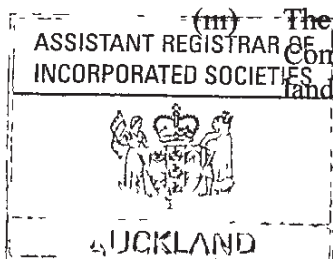
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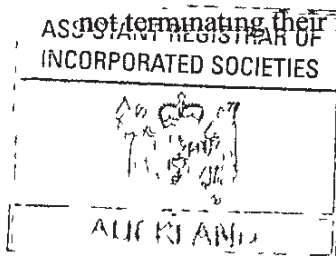
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This is the document marked "A" referred to in the annexed declaration of Adrienne Hewitt made at Masterton this 24th day of July 2001 before me:-

ER Edie. J P.  
Upper Plain Rd,  
RD 8  
MASTERTON.  
24/7/01.

FC DAVISON CHAIRMAN  
A Hewitt (Treasurer)  
G.J LAING (Secretary)

ASSISTANT REGISTRAR OF  
INCORPORATED SOCIETIES



AUCKLAND

Alteration of rules registered this 10  
day of August 2009  
*J.R. Sellick* J. R. SELICK  
Assistant Registrar of Incorporated Societies, Auckland