

Constitution
inclusive of
Operating Rules

for the

**Pumicelands Rural Fire
Committee**

and

Pumicelands Rural Fire District

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1 Introduction

1.1 Background

The Forest and Rural Fires Act 1977 (the Act) provides for the establishment of a Rural Fire District and the constitution or election of a Rural Fire Committee for the district by way of notice in the New Zealand Gazette. The Forest and Rural Fires Regulations 2005 set out the regulations including duties, responsibilities, processes and procedures of the Rural Fire Committee in accordance with the Act. The Gazette notice specifies who may be represented on the Committee and how each of the members is appointed. The Regulations include provision for the Committee to regulate its own procedures other than where specified in the Regulations. A Rural Fire Committee is the Rural Fire Authority for the District and this Constitution prescribes how the Committee will function and be accountable to its Stakeholders.

1.2 Scope

The purpose and scope of this Constitution is to define the body corporate rules for the Pumicelands Rural Fire Authority, the structures and controls of the Committee, and the organisation and its members. It needs to be read in conjunction with the Forest and Rural Fires Act 1977 and the Forest and Rural Fires Regulations 2005.

1.3 Definitions and Interpretation

In this document, unless the context otherwise requires, all words have the same meaning as defined in the Forest and Rural Fires Act 1977. In addition:

<i>"Act"</i>	means the Forest and Rural Fires Act 1977, including amendments.
<i>"Auditor"</i>	means the auditor of the Authority appointed by the Committee.
<i>"Authority"</i>	means the Pumicelands Rural Fire Authority.
<i>"Banker"</i>	means the Contributing Stakeholder who is responsible for funding the fire suppression activities of the Authority pursuant to clause 5.5
<i>"Chairperson"</i>	means the Chairperson of the Committee, elected by Committee Members.
<i>"Commercial Forestry Owners"</i>	means the Parties described as "forest owners" or "forestry companies" in the MOU and any additional Stakeholders who are not Territorial Authorities or Crown entities.
<i>"Committee"</i>	is the Committee as constituted by the Gazette notice to administer the

Pumicelands Rural Fire Authority and its associated District.

- "Committee Member" or "Member"* means a member of the Pumicelands Rural Fire Authority Committee who will each have one vote under regulation 19(1) of the Regulations.
- "Contributing Stakeholder"* means a Stakeholder who pays a Contribution to the Authority in accordance with the Authority's then current Funding Arrangement and such Contribution exceeds the minimum limits set out in Schedule 1. The Parties are Contributing Stakeholders.
- "Contribution"* means the cash and "in kind" amounts that Contributing Stakeholders agree to contribute to the overall administration of the Authority in accordance with section 45 of the Act, principally going towards the payment of the salaries of the PRFO and direct employees of the Authority in accordance with the Funding Arrangement. In particular, major contributions are specified in the MOU.
- "District"* means the Pumicelands Rural Fire District established by Gazette Notice 2015-au3609 dated 18 June 2015.
- "DOC"* means the Department of Conservation.
- "Fire Authority"* has the same meaning as defined in the Forest and Rural Fires Act 1977.
- "Fire Control"* has the same meaning as defined in the Forest and Rural Fires Act 1977.
- "Fire Plan"* has the same meaning as defined in the Forest and Rural Fires Act 1977 and as described in the Forest and Rural Fires Regulations 2005.
- "Financial Year"* means the financial year of the Authority, being the period beginning on 1 July in any year and ending 30 June in the following year.
- "FOA"* means the New Zealand Forest Owners Association Incorporated
- "Funding Arrangement"* means any funding arrangement agreed between the Committee and Contributing Stakeholders pursuant to clause 3.8(b).
- "Independent Committee Member "* means the Independent Committee Member appointed by the other members of the Committee.
- "Levies"* as referred to in this Constitution unless otherwise specified, means amounts required to be paid to the Committee by Stakeholders under section 45 or 46 of the Act. In particular, the method of calculation of levies to be paid by Commercial Forestry Owners is specified in article 4.2 (b) of the Constitution.
- "MOU"* Means the Memorandum of Understanding to establish the Pumicelands Rural Fire District version 1.4, dated 15 July 2014 and signed by the Parties which agreed to contribute.

<i>“NRFA”</i>	means National Rural Fire Authority.
<i>“Officer”</i>	means any appointed official or employee of the Committee or Authority.
<i>“Operating Rules”</i>	means the Pumicelands Rural Fire Authority Operating Rules laid out in Schedule 2.
<i>“Parties”</i>	means the Department of Conservation, NZ Fire Service, Territorial Authorities, Commercial Forestry Owners and any other agencies which are signatories to the MOU.
<i>“PRFO”</i>	means Principal Rural Fire Officer, the person appointed by the Authority as the Principal Rural Fire Officer pursuant to section 13 of the Forest and Rural Fires Act 1977.
<i>“Pumicelands Rural Fire Authority”</i>	means the rural fire authority established by the Gazette Notice 2015-au3609 to administer the District.
<i>“Regulations”</i>	means the Forest and Rural Fires Regulations 2005.
<i>“Rural Fire Committee”</i>	has the same meaning as Committee.
<i>“Rural Fire Fighting Fund or RFFF”</i>	means the Fund operated under section 46A of the Fire Service Act 1975.
<i>“Secretary”</i>	means a person appointed by the Committee under clause 3.1 (f) (iii) of this Constitution.
<i>“Stakeholder”</i>	means any agency or individual which either agrees to make a Contribution or pays Levies.
<i>“Territorial Authority”</i>	means the Parties who are Local Authorities pursuant to the Local Government Act 2002 and is limited to those territorial authorities defined in Part 2 of Schedule 2 of that Act that have jurisdiction within the Pumicelands Rural Fire Authority area.
<i>“Zone Manager”</i>	means a warranted Deputy Principal Rural Fire Officer with responsibilities for rural fires within a specified zone and reporting to the Principal Rural Fire Officer.

2 The Authority

2.1 Name

- (a) The name of the Committee as described in the *New Zealand Gazette*, No. 68 – 18 June 2015, at page 145, shall be the Pumicelands Rural Fire Authority.

2.2 Goal and Objectives

- (a) The goal of the Authority is:
To provide effective rural fire protection administration services in the District that meet statutory requirements.
- (b) The objectives of the Authority are:
 - (i) Reduction - Through effective administration, education, communication and use of technology.
 - (ii) Readiness - Through coordinated and focused training, increasing situational awareness and having appropriate resources.
 - (iii) Response - Through timely and effective communications and mobilisation of resources.
 - (iv) Recovery - Through predictable costs, post-event investigation and dissemination of findings.
- (c) The Committee will operate as a collective in respect of infrastructure with fire equipment and related resources continuing to be owned by the Parties. However, the Parties agree that this position may be reviewed at a later date.

3 The Committee

3.1 Responsibilities and Duties

- (a) The Committee shall assume and carry out the responsibilities and duties, and exercise all the powers, of a Rural Fire Authority in accordance with the Act.
- (b) The Committee shall operate primarily for the provision of rural fire management and will undertake charitable activities only to further this purpose.
- (c) The Committee will approve the Fire Plan for the Rural Fire Authority.
- (d) The Committee will determine, after consultation with Stakeholders, the Contributions and levies payable by Stakeholders. The annual contributions will be “fixed” for five years.
- (e) The Committee will determine:
 - (i) policy in relation to matters including research, training, health and safety, intellectual property and commercialisation;
 - (ii) strategic planning for the Authority;
 - (iii) overall direction, control and management of the Authority;
- (f) The Committee will make such appointments as are provided for specifically in this Constitution and such appointments as are required to be made by the Authority under the Act or Regulations including:
 - (i) the appointment of a Chairperson;
 - (ii) the appointment of an Independent Committee Member;
 - (iii) the appointment of a Secretary;
 - (iv) the appointment of a PRFO;
 - (v) the appointment of a Chartered Accountant for the purposes of complying with regulation 24 of the Regulations.
- (g) The Committee will also:
 - (i) Approve the annual budget;

- (ii) Approve a procurement policy, a policy on authorising expenditure and a policy on entering into contracts;
- (iii) Receive and consider reports and accounts;
- (iv) Monitor the performance of the Authority;
- (v) Communicate the results of the activities to the Stakeholders and the public;
- (vi) Determine the goals and objectives of the Authority;
- (vii) Approve the annual programmes it considers suitable after considering the recommendations from the PRFO or as otherwise determined; and
- (viii) Consider fundraising initiatives and the review of financial results.

3.2 Legal Status

- (a) The Committee, as constituted by the NRFA, is a body corporate under section 8(2) of the Act.

3.3 Committee Membership

- (a) Committee Membership is as defined in this Constitution which establishes the District.
 - (i) The Committee shall consist of seven Members who shall be appointed in the manner described in this clause. The Members will be:
 - (ii) One person appointed by the Director-General of DOC.
 - (iii) One person appointed by the Chief Executive of the New Zealand Fire Service;
 - (iv) Two persons to represent and appointed by the Territorial Authorities;
 - (v) Two persons to represent the Commercial Forest Owners appointed by the president for the time being of FOA; having been selected by means of an area-weighted ballot from the Commercial Forestry Owners in the District.
 - (vi) One person, independent of the other Parties, appointed by the Committee who shall be appointed for a three year term;

- (b) If the Committee resolves to change the number or appointment of its Members, it shall notify this by Gazette notice in accordance with section 8 of the Act.
- (c) If a position on the Committee becomes vacant, the relevant person or body will appoint a replacement Committee Member within three months of the position becoming vacant.
- (d) If for any reason the Independent Committee Member position is vacant for more than three months the National Rural Fire Officer must make this appointment.

3.4 Committee Chairperson

- (a) The Committee will elect a Chairperson from its membership.
- (b) The Chairperson must not be an employee of the Authority.
- (c) The term of appointment of a Chairperson is three years unless otherwise agreed by resolution of the Committee.
- (d) The Chairperson is entitled to preside at every meeting of the Committee and if the Chairperson is not present (or being present is unwilling to act) then the Committee Members present will agree one of their number to be Chair of the meeting.

3.5 Committee Member Conduct

- (a) In accordance with regulation 20 of the Regulations, if a Committee Member (including the Chairperson) has a conflict of interest with regard to any matter of the Committee business the Member must declare the conflict of interest to the Committee and shall take no further part in that matter of the Committee business.
- (b) A Committee Member must keep all transactions and affairs of the Committee confidential unless required to disclose them:
 - (i) in the course of the Member's duties; or
 - (ii) by law.

3.6 Committee Employees

- (a) The Committee will appoint a Principal Rural Fire Officer (PRFO) to undertake the day-to-day management and execution of the Committee's responsibilities as a Rural Fire Authority.
- (b) The Committee will approve the appointment of warranted Rural Fire Officers under section 13(1) of the Act.
- (c) The PRFO may appoint other persons to assist in the administration of the Authority if the business requirements and the budget are approved by the Committee.

3.7 Committee Meetings

- (a) The business of the Authority shall be managed by the Committee which, subject to the Act and the Regulations, may exercise all powers of the Authority.
- (b) Each Committee Member must attend Committee meetings either through personal attendance at the meeting or personal attendance via electronic means. While a Committee Member may delegate an alternative individual to attend if the Committee Member cannot attend, the Committee Member must not do so without the prior approval of the Committee.
- (c) The Committee may meet together by electronic means or otherwise to dispatch business, adjourn and otherwise regulate its meetings as it thinks fit, except as provided by the Regulations.
- (d) The quorum for all meetings of the Committee will be four (4) of the Committee Members.
- (e) An ordinary resolution of the Committee must be passed by a majority of the votes cast by Committee Members and in the event of a tied vote the Chairperson has a second and casting vote.
- (f) A special resolution of the Committee must be passed by at least 6 votes cast by Committee Members.

- (g) A General meeting of the Committee must be held at least quarterly (3 months) but may be convened at any time by the Chairperson if requested in writing by any Member.
- (h) All decisions in respect of the following matters, except where they have been included in an annual budget and approved by the Committee, must be made by the Committee:
 - (i) incurring any capital expenditure or liability of \$10,000 or more, for an individual transaction or for a series of related transactions in aggregate in any Financial Year;
 - (ii) acquiring or disposing of any freehold land;
 - (iii) entering into a lease of real property or other property with rental payments and other related outgoings of more than \$50,000 for each Financial Year or part of a Financial Year;
 - (iv) disposing of any assets with a book value or market value of \$100,000 or more for each Financial Year;
 - (v) obtaining new, or increasing existing, external borrowings where the total of all external borrowings exceeds the limit agreed in the Annual Budget;
 - (vi) liquidating or proposing a winding up of the Authority or appointing a liquidator, administrator, receiver or other similar person to the Authority or any of its assets.
- (i) The Secretary must give notice of all Committee meetings to Committee Members at least ten (10) working days prior to the date of the meeting.
- (j) If a Committee Member declares a conflict of interest or has a conflict of interest relating to a matter under resolution the Committee Member must abstain from voting on the resolution notwithstanding that a quorum is still required.
- (k) If a disagreement or dispute between Members cannot be resolved through usual Committee processes under this Constitution the Committee will seek the advice of the National Rural Fire Officer.

3.8 Committee Financial Matters

- (a) The Committee will develop an Annual Business Plan (reviewed annually) with a minimum of a five year planning horizon (to be reviewed every three years), to be approved by the Committee and distributed to all Stakeholders, and to be reviewed by the Committee annually.
- (b) The Committee will have a five-year Funding Arrangement, stating the funding contributions to be made to the Committee by the Contributing Stakeholders. At the commencement of year four of the five-year agreement, the Committee will consult with Stakeholders to achieve a consensus on funding, the consultation to be completed three months prior to the end of the then current Funding Arrangement period.
- (c) The Funding Arrangement shall be in accordance with Clause 4.
- (d) The initial five-year Funding Arrangement covering costs of administration of the Authority, including costs of administering the District, its employees and functions, in accordance with the approved budget and the preparation of the fire plan, shall be met by the Stakeholders, based on the agreed percentages defining the contributions specified in the MOU.
- (e) The Authority will invoice each Stakeholder quarterly or annually for its Contribution, or for any required levies under section 45 of the Act.
- (f) Notwithstanding the foregoing, the Committee may, by special resolution, vary the Contribution after consultation with Stakeholders.
- (g) The Committee will seek other funding as may be available from time to time, including grants available to Rural Fire Authorities from the NRFA Enlarged Rural Fire District Administration Grant, the NRFA Grant Assistance Scheme, claims on the Rural Fire Fighting Fund, or cost recovery of fire suppression costs under the instruments provided by the Act or by agreement from its Stakeholders.
- (h) The Committee must apply any income, benefit or advantage to the purpose, goals and objectives of the Authority.
- (i) The Committee must appoint a provider of financial accounting services.
- (j) The Committee must appoint an Auditor.

- (k) The financial year of the Committee must end on each 30th day of June.
- (l) The Committee must be GST registered.
- (m) The Committee may own and control assets in its own right, including equipment, property and prudently secured investments.
- (n) The Committee may delegate financial authority to any Officer of the Committee as it considers appropriate and any such delegation must be included in the Terms and Conditions of Appointment of any such Officer.
- (o) All monies received by the Committee must be paid into a bank account, this account to be named Pumicelands Rural Fire Authority (06 0413 0342746 00).
- (p) All monies paid out of the bank account(s) must be made by authorised signatories of the Committee, comprising two of the following **who shall sign jointly**: the Chair; Secretary; **the Chief Executive / PRFO**; one other **authorized** Officer **given a delegated authority within the Chief Executive / PRFO's delegated authority**, **and these individuals** given the delegated authority by the Committee under Clause 3.8 (n).
- (q) No Committee Member or Officer or person or organisation associated with a Committee Member or Officer, will participate in or influence any decision made by the Committee in respect of a payment to that Member, Officer or associated person.
- (r) The Committee must use its best endeavours to procure insurance to enable it to protect the Authority's assets, the Authority and its Officers in the carrying out of the Authority's functions and duties.

4 Contributions

4.1 Contributions

- (a) The initial cash and in-kind Contributions (and proportions of total) are specified for the Parties in the MOU.
- (b) The contribution for all exotic and commercial forestry Contributing Stakeholders will be the gross exotic and commercial forestry Contribution divided by the total area of exotic and commercial forest to calculate the per hectare contribution for each exotic and commercial forestry Contributing Stakeholder. The per hectare Contribution will be multiplied by area under exotic and commercial forest to determine a Contributing Stakeholder's individual annual Contribution.
- (c) The annual payment period for contributions will start on 1 July of each year and end on 30 June of the following year.
- (d) The required payments of contributions from each Contributing Stakeholder will be due to the Authority on the 20th of the month following invoice.

5 General

5.1 Stakeholder Meetings

- (a) The Committee will hold an Annual Stakeholder Meeting of all Stakeholders of the Authority within three months of the end of the financial year.
- (b) The Committee will hold at least one other Stakeholder Meeting in each financial year.
- (c) The Secretary of the Committee must give Stakeholders not fewer than 21 days' notice of any Meeting including the date, time, location, the general business of the meeting.
- (d) The business of an Annual Stakeholder Meeting must include:
 - i) the adoption and confirmation of the minutes of the previous Annual Stakeholder Meeting;
 - ii) a financial report for the Financial Year ending immediately prior to the Annual Stakeholder Meeting;
 - iii) any other reports of the Committee and the Auditor;
 - iv) the opportunity for Stakeholders to provide comments and ask questions of the Committee in relation to the management and strategic direction of the Authority;
 - v) the dissemination of information to the Stakeholders regarding the Authority activities and related discussion; and
 - vi) any other business.
- (e) The business of any other Stakeholder Meeting will be such as the Committee decides.

5.2 Audit

- (a) The Authority will appoint a chartered accountant to be the Auditor to meet the requirements of regulation 24 of the Regulations.
- (b) The Auditor is entitled:
 - (i) to attend any Stakeholder Meeting of the Authority;

- (ii) to receive all notices of and other communications relating to any Stakeholder Meeting which a Stakeholder is entitled to receive;
- (iii) to be heard at any Stakeholder Meeting which the Auditor attends about any part of the business of the meeting which concerns the Auditor in that capacity, and is entitled to be heard even if the Auditor retires at that meeting or a resolution to remove the Auditor from office is passed at that meeting; and
- (iv) to have unfettered access to all records of the Committee to enable the Auditor to carry out his or her duties.

5.3 Notices

The Authority may give a notice to any Stakeholder either personally or by sending it by post or facsimile or email to the Stakeholder at the address that the Stakeholder registered with the Authority.

5.4 Recordkeeping and Reporting

- (a) The Committee must comply with regulations 23, 24 and 26 of the Regulations.
- (b) The Secretary will keep all of the necessary records and books of account.
- (c) The Committee will arrange for a Statement of Annual Accounts to be prepared, including financial statements showing all income and expenditure of the Committee since the preceding Statement, as well as a general statement of assets and liabilities.
- (d) The Statement of Annual Accounts will be subject to audit by an Auditor appointed by the Committee.
- (e) The Committee will prepare an Annual Report, to be presented at the Annual Stakeholder Meeting. The Annual Report will contain the full audited accounts of the Committee and a report of the outcomes achieved for the period.
- (f) The Annual Report will be provided to the Stakeholders as soon as practicable after the balance date.

5.5 Recovery of Fire Suppression Costs

- (a) The Contributing Stakeholders must fund the fire suppression activities of the Authority and pay any invoice presented by another Contributing Stakeholder for any fire that originates on the following categories of land, until such time as a claim can be recovered from the Rural Fire Fighting Fund (if the claim is recoverable):
 - (i) For fires originating on land administered by DOC, DOC will be responsible (act as “banker”).
 - (ii) For fires originating on a Contributing Stakeholder’s commercial or exotic forest land the respective forestry Contributing Stakeholder will be responsible (act as “banker”).
 - (iii) For fires originating on any other land, the relevant Territorial Authority will be responsible (act as “banker”).
- (b) A Contributing Stakeholder who is funding suppression activities under subclause (a) is responsible for where applicable completing a claim on the Rural Fire Fighting Fund with the assistance of the PRFO.
- (c) Where there is a difference between any claim made on the Rural Fire Fighting Fund and the actual amount reimbursed that shortfall must be borne by the Contributing Stakeholder making the claim.
- (d) A Contributing Stakeholder must invoice for actual and reasonable costs for undertaking any fire suppression activity on land where another Contributing Stakeholder is the banker.
- (e) The Committee may from time to time determine charge-out rates for hiring equipment and personnel for fire suppression activities within the District that are different from those provided by the NRFA.
- (f) If any costs or portion of costs or excess cannot be recovered, the banker (not the Authority) will carry and cover those costs.
- (g) The Authority may make any claim for the recovery of costs associated with the control, restriction, suppression or extinction of fire pursuant to section 43 of the Act.

- (h) The PRFO will lodge eligible claims against the Rural Fire Fighting Fund pursuant to section 46B of the Fire Service Act 1975 on behalf of the Authority and the Contributing Stakeholder.
- (i) Section 46 of the Act may be used to recover fire suppression costs by way of a levy on any organisation or person affected or who could have been affected by a fire within the District.
- (j) A Contributing Stakeholder which is responsible for land where a fire originates must bear the costs associated with any prosecution action and direct recovery. However, the PRFO must recommend action that will best secure the recovery of Contributing Stakeholder funds.

5.6 Alteration of this Constitution

- (a) Subject to the Act and Regulations, this Constitution (including Schedules 1 and 2) may only be amended or varied by a special resolution passed by the Committee after consultation with Stakeholders.

5.7 Dissolution of the Committee

- (a) If the Committee seeks the disestablishment of the District, after consultation with its Stakeholders, it must apply to the NRFA under section 4 of the Act.
- (b) If the Committee seeks to be dissolved it must apply to the NRFA under section 8(2) of the Act.
- (c) If, after NRFA approval, and after the settlement of all liabilities of the Committee, any real or personal property that remains will be distributed equally amongst Contributing Stakeholders of the Authority.

6 Signatories

The undersigned agree to this Constitution on behalf of their Contributing Stakeholders.

Geoff Williams
Chief Executive,
Rotorua District Council

Marty Grenfell
Chief Executive,
Whakatane District Council

Aileen Lawrie
Chief Executive,
Opotiki District Council

Russell George
Chief Executive,
Kawerau District Council

Craig Hobbs
Chief Executive,
South Waikato District Council

Rob Williams
Chief Executive,
Taupo District Council

Miriam Taris
Chief Executive Officer,
Western Bay of Plenty District Council

Garry Poole
Chief Executive,
Tauranga City Council

Meirene Hardy - Birch
Director of Conservation Services,
Central Region, Department of
Conservation, pursuant to an instrument
of Delegation dated 29 August 2013, from
the Minister of Conservation.

Peter Keach
Chief Operating Officer,
PF Olsen Ltd
for OTPP New Zealand Forest
Investments Ltd.

Ron Reid
Forestry Operations Manager, HFM NZ
Ltd for Taumata Plantations Ltd.

Les Russell
Area Manager Eastern, HFM NZ Ltd
for Tiaki Plantations Ltd.

David Balfour
Managing Director,
Timberlands Ltd.,
As Agent for Kaingaroa Timberlands

Warwick Foran
HER MAJESTY THE QUEEN in right
of New Zealand acting by and through
the Associate Minister for Primary
Industries under delegated authority by
the General Manager, Crown Forestry,
Ministry for Primary Industries.

Geoff Thorp
Forestry Operations Manager,
for Lake Taupo Forest Trust and Lake
Rotoaira Forest Trust

Harry Ashby
Manager CNI Investments, for

- GTI 8 New Zealand Limited
(trading as Waonui Estate)
- Te Waihou Plantations Limited
- RII Madaket Limited / GFP
Madaket II Limited JV.

Ron Devlin
Fire Region Manager, Region 2,
New Zealand Fire Service

Honourable Louise Upston
Associate Minister of Local Government

Schedule 1

7 Stakeholder Rights and Responsibilities

7.1 General Responsibilities of Contributing Stakeholders

- (a) The Authority and Contributing Stakeholders must conform to national standards and audit requirements of the NRFA.
- (b) Each Contributing Stakeholder with primary responsibility for a zone or sector will be known as the “lead agency” for the zone or sector and must:
 - (i) manage fire control measures in accordance with the Fire Plan of the Authority;
 - (ii) operate a 24 hour contact/standby system in accordance with the Fire Plan; and
 - (iii) apply its own call-out procedure to a fire within its zone according to the Fire Plan.
- (c) Each Contributing Stakeholder must assist any other Contributing Stakeholder by providing fire crews and equipment when any Contributing Stakeholder asks for assistance at a wildfire. Assistance will be coordinated through the Authority Regional Duty Officer.
- (d) A Contributing Stakeholder will take initial firefighting action in another’s zone if its crew is first at the fire. A Contributing Stakeholder is responsible for issuing fire permits, investigating smoke reports, and initial response within its Contributing Stakeholder zone or of responsibility.

7.2 Contributing Stakeholder level of Contribution

An individual or agency who or which meets any of the following criteria is deemed to be a Contributing Stakeholder:

- (a) the individual or agency pays a Contribution or Levy of at least \$8,000 in cash; or
- (b) the individual or agency makes an in-kind administration contribution of at least \$20,000; or
- (c) the individual or agency makes a combination of cash and in-kind contributions where the cash contribution plus 50% of the total value of in-kind contributions is equal to at least \$10,000.

Schedule 2

8 Pumicelands Rural Fire Authority Operating Rules

8.1 Contributing Stakeholder Budget Responsibilities

- (a) Every Contributing Stakeholder within Pumicelands Rural Fire Authority must budget for all costs of Fire Management on land in respect of which it is the banker.
- (b) The operating and maintenance costs of personnel and equipment resources are the responsibility of the relevant Contributing Stakeholder that owns them or hires, borrows or is otherwise responsible for them.

8.2 Response to Fires Within and Outside Zones

- (a) If a Contributing Stakeholder discovers a fire, the Contributing Stakeholder must take whatever measures are necessary to ensure the most rapid response required to contain the fire before it spreads. This may include the dispatch of its own firefighting resources and is regardless of underlying land ownership.
- (b) Any RFO will assume control of the incident within the Pumicelands Rural Fire District zone, and/or sector, when he or she arrives on the scene.
- (c) Whenever there is any fire call within a zone, the responsible Contributing Stakeholder must respond according to the Fire Plan.
- (d) The first RFO at a fire has the authority to call for the resources he or she considers necessary to control the fire (this includes helicopters). However, if any substantial resources are called (such as multiple helicopters or appliances or heavy machinery) that RFO must also inform the Contributing Stakeholder on whose land the fire occurs within one hour or at the earliest other opportunity. If the Contributing Stakeholder cannot be notified for any reason within one hour the RFO must then inform the PRFO or DPRFO.
- (e) Even if a fire is only small and substantial resources are not needed, when one Contributing Stakeholder discovers or attends a fire on another Contributing Stakeholder's land then that first Contributing Stakeholder discovering or first attending the fire will notify within one hour, or the earliest reasonable opportunity, the Contributing Stakeholder on whose land the fire has occurred.

- (f) Where Extreme Fire Danger conditions exist, a Contributing Stakeholder attending a fire on another Contributing Stakeholder's land may withdraw some or all of its resources once the fire has been contained and/or alternative resources have arrived to fight the fire.
- (g) Each Contributing Stakeholder in each zone and sector needs to be sufficiently self-resourced to be able to provide an adequate response for the protection of its assets relevant to the fire danger of the day, including conditions where there is Extreme Fire Danger.
- (h) The Committee will determine what are adequate resources for all zones within two years of the commencement of this Gazette Notice.

8.3 Deployment of Contributing Stakeholder Resources Outside of Zones in Situations Other Than in Direct Response to Fires (In situations of Extreme Fire Danger)

- (a) The PRFO or his/her deputies will only direct a Contributing Stakeholder to place its resources outside the Contributing Stakeholder's own zone (or sector) if it is in direct response to a fire (or to cover for a fire elsewhere in the District). Any such direction should be considered in response to some extreme or critical situation. The clear understanding should always be that the Contributing Stakeholder's resources are there primarily to protect the Contributing Stakeholders own assets.
- (b) A Contributing Stakeholder may, if it chooses, deploy resources outside its zone (or the District) if it does not reduce its resource levels below the minimum determined by the Committee. If the resource level would be reduced below the minimum specified by the Committee it must have the prior written approval of the PRFO.

8.4 Single Fire Plan Updated Every Two Years

- (a) The Authority will have a single Fire Plan that states the policy and procedures by which the Authority will operate in order to meet its statutory obligations as a Rural Fire Authority, in particular for Reduction, Readiness, Response and Recovery.
- (b) In accordance with the provisions of the Act and Regulations, the Committee must update the Fire Plan every two years for approval by 1 October of that second year.

- (c) The Authority will approve the first fire plan on 1 July 2015.

8.5 Determining Contributing Stakeholder Resource Levels

- (a) For two years after the gazettal of the District, each Contributing Stakeholder must maintain, as a minimum, the level of fire resources it had prior to the gazettal, within the limitations of this Constitution.
- (b) Within two years from gazettal of the District the Committee will determine and specify the minimum level of fire resources that each Contributing Stakeholder will provide in each zone and sector, sufficient for the Authority to meet its obligations. The Committee will also specify timeframes by which those minimum resource levels must reasonably be met. (The task will be overseen by the PRFO, and the Committee and the NRFA will determine the method to be used).
- (c) Any Contributing Stakeholder can elect to hold resources at a level in excess of that determined by the Committee as the required minimum. Any excess resource so held cannot be accounted for by any other Contributing Stakeholder as a means of meeting its own resourcing obligations.

8.6 Contributing Stakeholder Contributions to Zones Managed by Other Contributing Stakeholder

- (a) A Contributing Stakeholder's contribution to a zone managed by another Contributing Stakeholder may be cash or "in-kind". The "in-kind" contributions will be allocated a cash value by the PRFO and may include:
 - (i) fire equipment and facilities based within the zone (including depots);
 - (ii) staff availability for fire suppression (and training) based within the zone;
 - (iii) a fire operating budget covering fire related work in the zone;
 - (iv) staff to carry out some RFO work (e.g. permit issue as appropriate).
- (b) Where the value of contributions is reasonably considered insufficient by the Chief Executive of the lead agency managing a zone and this is agreed by the PRFO, any deficit may be made up by a cash levy imposed on the inadequately Contributing Stakeholders within the zone.
- (c) Where a Contributing Stakeholder is not the lead agency managing a zone but has assets in that zone, the Contributing Stakeholder will appoint at least

one representative and point of contact who will co-ordinate that Contributing Stakeholder's fire activities and participation in zone operations.

- (d) Urban townships and industrial sites not covered by an Urban Fire District will be excluded from any DOC or Forestry Zone. Examples are Kinleith, Waipa, Minginui, Raurimu, Tuai, Outdoor Pursuits Centre, Motuoapa, Oruatua, Te Rangiita, Hatepe, Waitetoko, Waitahanui, Tongariro and Rangipo Prisons, Omori, Kurutau, Pukawa, Tokaanu, Ruatahuna, Maungapohatu, Te Whaiti, Brunswick Park, Kinloch and other areas of urban expansion. Any fire protection for these locations will lie with the Territorial Authorities responsible for these rate-paying communities and the NZ Fire Service which has the required structural fire-fighting expertise.

8.7 Alterations to Zone Boundaries

- (a) Zone and sector boundaries will follow boundaries for commercial forest and DOC lands, except where it is more practicable for a Contributing Stakeholder to alter zone or sector boundaries. For example, a Contributing Stakeholder may agree to include land from another Contributing Stakeholder in its zone on a quid-pro-quo arrangement, or a Contributing Stakeholder may need a safety margin, or boundaries should more logically follow clear topographical features identifiable on the ground (rivers or roads). In these situations, the affected parties will negotiate a solution and submit that to the Committee for approval. However, if agreement is not reached, the PRFO will arbitrate recommend to the Committee the best solution considering all factors, ensuring that the boundary is workable and not an unfair cost on the parties being affected by any proposal to alter the zone.
- (b) A Contributing Stakeholder may need a fire safety margin in a locality of high risk or high value and the Contributing Stakeholder will want early notification of any fire in the vicinity. In this situation that Contributing Stakeholder will negotiate an arrangement with the lead agency of the zone. The Contributing Stakeholder will draw up a memorandum of understanding to record and reflect the arrangement. If necessary, the PRFO will facilitate or direct such an arrangement, to ensure that it is workable and the lead agency is not financially disadvantaged.

8.8 Zone Operations

- (a) Each Contributing Stakeholder will be responsible for fire control measures in its zone or sector that it controls, and will carry out such measures in accordance with the Authority's Fire Plan.
- (b) The mechanisms by which operations will be run in zones may differ from zone to zone depending on the Parties involved and their particular situation. Generally, there will be an operating committee involving all the Contributing Stakeholders. They must meet at least quarterly. If the PRFO considers it necessary he/she may require meetings will occur and specify the frequency and Contributing Stakeholders participation at those meetings.
- (c) Each zone will have one Zone Manager who will also be a Deputy PRFO appointed by the Committee and who will oversee and be the key point of contact for that zone. The Zone Manager may be an employee from the lead agency in the zone, or if there are several sectors in the zone representing multiple Contributing Stakeholders the Zone Manager may be from one of the Contributing Stakeholders that is willing to take on the wider zone management role. If agreement on a zone manager role cannot be reached by all Contributing Stakeholders in the zone the matter is to be referred to the Committee for resolution.

8.9 Permit Issue and Open, Restricted and Prohibited Seasons – Within and Across Zones

- (a) The PRFO must coordinate appropriate fire season status, permit issue requirements, and other fire protection measures across the District using the New Zealand Fire Danger Rating System.
- (b) The period between the first day of October in any one year and the 30th day of April in the following year (both days inclusive) will be the period of any restricted fire season declared in the District unless the PRFO varies this by public notice.
- (c) The PRFO, in consultation with Zone Managers, will declare Open, Restricted or Prohibited Fire Seasons as required, separately or combined across zones and sectors within the District. It will also remain possible to implement these seasons or other measures for specific localities as specified by the Forest and Rural Fires Act 1977.

- (d) In zones where DOC is the lead agency, DOC may continue to apply year round Restricted Seasons as specified by the Forest and Rural Fires Act 1977. In zones where DOC is not the lead agency DOC will work with the other zone Contributing Stakeholders and the PRFO to determine appropriate and workable arrangements.
- (e) Initially, for up to the first two years after gazettal of the District, it is expected that all zones and sectors will generally continue with the status quo, issuing fire permits as required using the local systems and resources in place at the date of gazettal.
- (f) In the longer term, the District will develop a single system that will be cost-effective and simple for the public and Contributing Stakeholders to use.

8.10 PRFO Role in the Event of Zone Dysfunction

- (a) The PRFO has statutory obligations. Generally, Contributing Stakeholders in each zone will collectively organise and manage their own business in a semi-autonomous manner. Provided there are reasonably harmonious relationships, performance criteria are met, essential standards are achieved and operations in the zone are run in a safe manner, the PRFO role shall be that of oversight, coordination and guidance in line with the Committee's directions. Where the PRFO reasonably considers that relationships, performance, standards, or safety have become problematic to a point that the Fire Authority obligations may not be met, the PRFO must notify the Committee so that appropriate action can be taken by the Committee.

8.11 Media Statements

- (a) The Chairperson and PRFO will handle media statements and media enquiries relating to the Authority as required. Stakeholders will refer any Authority enquiries they receive from the media to the PRFO. A Contributing Stakeholder may maintain media contact and make statements on fire control business relevant to its organisation and its own land but the statements must be consistent with the overall position of the Authority. In its advertising and publicity promotions, a Contributing Stakeholder will identify itself as a Contributing Stakeholder of the Authority.

8.12 DOC Tongariro-Kaimanawa Zone

- (a) This Zone comprises two sectors based around Tongariro National Park and Kaimanawa Forest Park.
- (b) This zone includes “islands” of Taupo District Council land in the Kaimanawa and Desert Road locality in return for the Taupo District Council zone taking responsibility for all smaller DOC reserves elsewhere in the district that are not in the Plateau Forestry zone (the DOC reserves are mostly on the Western side of Lake Taupo).
- (c) This DOC zone also includes the large area of DOC National Park between Lakes Taupo and Rotoaira.
- (d) This zone also includes some small areas of commercial forestry.
- (e) DOC Resources at Turangi, Ruapehu, Ohakune and Taupo will be focused on protecting this zone.

8.13 DOC Te Urewera-Raukumara Zone

- (a) This zone comprises two sectors based around Te Urewera National Park and Raukumara Conservation Park.
- (b) This zone includes all inland “islands” of Whakatane District Council and Opotiki District Council land except urban townships in return for the Eastern BOP Zone including all DOC coastal reserves.
- (c) This zone also includes relatively small areas of commercial forest around Minginui and Southern Kaingaroa and Waioeka Gorge in return for the Plateau Forestry Zone including responsibility for some areas of DOC land within that zone.
- (d) DOC resources at Murupara and Aniwaniwa are part of this zone. DOC resources at Opotiki, Whakatane and Hicks Bay will be shared jointly with this zone and the Eastern Bay of Plenty Zone.
- (e) An agreement will be developed whereby DOC resources at Gisborne (outside the Pumicelands RFD) will support the suppression of any fires in this zone, particularly in the Eastern regions of the Zone.

8.14 Plateau Forestry Zone

- (a) This zone consists of forestry Contributing Stakeholders and is divided into three sectors – NZ Forest Managers in the South, Kaingaroa Timberlands in the centre and a mix of owners in the North.
- (b) DOC has some areas of land around Lake Tarawera and other smaller locations within this zone, as do various Territorial Authorities (Taupo, Rotorua and Whakatane). DOC and the Territorial Authorities may need to be represented on any zone fire operating committee.
- (c) Each of the three sectors will have its own Contributing Stakeholder DPRFO and the Zone Manager will be one of the DPRFOs.

8.15 South Waikato Forestry Zone (Includes South Waikato TA)

- (a) This zone consists of Taumata Plantations as a forestry Contributing Stakeholder and South Waikato District Council, who employ a common contractor for rural fire protection.
- (b) Some DOC lands are included, predominantly on the Eastern boundary of the zone, although it may not be essential that DOC sits on any zone fire operating committee.
- (c) The Zone Manager is a Contributing Stakeholder DPRFO.

8.16 Eastern Bay of Plenty Zone (Whakatane, Opotiki and Kawerau Territorial Authority).

- (a) This zone is a territorial authority zone, possibly with two sectors based on Whakatane and Opotiki District Council boundaries. It is also supported by representatives from Kawerau District Council (who would be part of the Whakatane Sector), DOC and Forestry Contributing Stakeholders.
- (b) The Zone Manager is from one of the two main territorial authorities.
- (c) DOC resources at Opotiki, Whakatane and Hicks Bay are shared jointly with this zone and the DOC Te Urewera-Raukumara Zone.
- (d) This zone includes all DOC reserves in the coastal regions of Whakatane and Opotiki District Councils in return for the DOC zone including the “islands” of Whakatane and Opotiki District Council land in the Urewera and Raukumara and other inland localities.

- (e) This zone includes Motohora (Whale) Island and White Island. Motohora is a very high value DOC asset (flora, fauna, Maori and historic values) and also has a very high threat from fire. Motohora Island requires a year round total fire ban and other measures to protect the asset.

8.17 Rotorua Zone (Territorial Authority)

- (a) This zone is led by Rotorua District Council which will provide a DPRFO who will also be Zone Manager.
- (b) The zone includes a substantial number and area of DOC reserves and any operating committee will have a DOC representative and be strongly supported by DOC locally.
- (c) The DOC depot and resources based in Rotorua are within this zone.
- (d) The DOC Ngongotaha Regional Depot which services much of the Central North Island, is not part of the resources of this zone, although its resources may be called upon by the Authority in general.
- (e) Because the zone includes a substantial number of smaller commercial forest areas it is also expected that the operating committee will be strongly supported with one or more forestry representatives.
- (f) Forestry Contributing Stakeholders will include those managing commercial forests within the zone that previously formed part of Pumicelands RFA.

8.18 Taupo Zone (Territorial Authority)

- (a) This zone is led by Taupo District Council which provides a DPRFO who is also the Zone Manager.
- (b) Because the zone includes a substantial number and area of DOC reserves it is also expected that any operating committee will have a DOC representative and be strongly supported by DOC locally.
- (c) No DOC depot and resources will be considered part of this zone, although resources based in the DOC Tongariro-Kaimanawa Zone (at locations such as Taupo and Turangi) will be available to be called upon, particularly to suppress fires in any DOC reserves.
- (d) Because the zone includes a substantial number of smaller commercial forest areas it is also expected that any operating committee will be strongly supported with one or more forestry representatives.

- (e) Forestry Contributing Stakeholders will include those commercial forests within the zone that previously formed part of Pumicelands RFA.

8.19 Western Bay of Plenty Zone (Tauranga, Western Bay of Plenty and Department of Internal Affairs (Offshore Islands) - Territorial Authority)

- (a) This zone is led by the Western Bay of Plenty District Council which provides a DPRFO who is also the Zone Manager of fire control measures within.
- (b) This zone includes all the lands outside of urban fire districts within the Tauranga City Council and Western Bay of Plenty District Council as well as the offshore islands in the Bay of Plenty close to these Local Authorities including Mayor (Tuhua), and Motiti.
- (c) Some of the offshore islands are populated. There are fire suppression resources on the islands to protect life, property and vegetation. Mayor Island (Tuhua) has very high values for DOC (Maori, flora, fauna and historic values) and has a Prohibited Fire Season imposed all year. Matakana and Motiti islands have Restricted Fire Seasons imposed all year.
- (d) DOC resources in Tauranga, Te Aroha and the Bay of Plenty will be shared in dealing with fire matters on Mayor Island and in the Kaimai – Mamaku Ranges.
- (e) Commercial forestry resources within this zone will be protected by the forest owner and the resources of the previous Western Bay Moana Rural Fire Authority.