

**EXTRAORDINARY MEETING**

**OF**

**WELLINGTON CITY COUNCIL**

**AGENDA**

**Time:** 9.15am  
**Date:** Thursday, 6 August 2015  
**Venue:** Committee Room 1  
Ground Floor, Council Offices  
101 Wakefield Street  
Wellington

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**MEMBERSHIP**

Mayor Wade-Brown

Councillor Ahipene-Mercer  
Councillor Coughlan  
Councillor Eagle  
Councillor Foster  
Councillor Free  
Councillor Lee  
Councillor Lester

Councillor Marsh  
Councillor Pannett  
Councillor Peck  
Councillor Ritchie  
Councillor Sparrow  
Councillor Woolf  
Councillor Young

**Have your say!**

*You can make a short presentation to the Councillors at this meeting. Please let us know by noon the working day before the meeting. You can do this either by phoning 803-8334, emailing [public.participation@wcc.govt.nz](mailto:public.participation@wcc.govt.nz) or writing to Democratic Services, Wellington City Council, PO Box 2199, Wellington, giving your name, phone number and the issue you would like to talk about.*

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**TABLE OF CONTENTS**  
**6 AUGUST 2015**

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<b>Business</b>	<b>Page No.</b>
<b>1. Meeting Conduct</b>	<b>5</b>
<b>1.1 Apologies</b>	<b>5</b>
<b>1.2 Announcements by the Mayor</b>	<b>5</b>
<b>1.3 Conflict of Interest Declarations</b>	<b>5</b>
<b>1.4 Public Participation</b>	<b>5</b>
<b>2. General Business</b>	<b>7</b>
<b>2.1 Agreement to the Continuation of Joint Committees</b> Presented by Councillor Justin Lester	<b>7</b>



## **1 Meeting Conduct**

### **1.1 Apologies**

The Chairperson invites notice from members of:

1. Leave of absence for future meetings of the Wellington City Council; or
2. Apologies, including apologies for lateness and early departure from the meeting, where leave of absence has not previously been granted.

### **1.2 Announcements by the Mayor**

### **1.3 Conflict of Interest Declarations**

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

### **1.4 Public Participation**

A maximum of 60 minutes is set aside for public participation at the commencement of any meeting of the Council or committee that is open to the public. Under Standing Order 3.23.3 a written, oral or electronic application to address the meeting setting forth the subject, is required to be lodged with the Chief Executive by 12.00 noon of the working day prior to the meeting concerned, and subsequently approved by the Chairperson.



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## 2. General Business

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# AGREEMENT TO THE CONTINUATION OF JOINT COMMITTEES

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### Purpose

1. To seek Council's agreement to matters that will enable the continuation of its joint committees established under the Local Government Act 2002.

### Recommendations

That the Council:

1. Receive the information.
2. Notes that agreements between all the local authorities that appoint members to the Porirua Harbour and Catchment Joint Committee, Wellington Water Committee, Wellington Regional Amenities Fund Joint Committee and the Waste Water Treatment Plant and Landfill Joint Committee will be required by 08 August 2015 for each of these joint committees to continue in existence.
3. Adopts the information set out in Attachments 1 through to 5 of this report as a record of Council's agreement with the local authorities that appoint members to the relevant joint committees.
4. Resolves, in the event that all relevant local authorities do not reach agreement relating to the current joint committees by 8 August 2015, to:
  - a) re-establish the Porirua Harbour and Catchment Joint Committee, the Wellington Water Committee, the Wellington Regional Amenities Fund Joint Committee and the Waste Water Treatment Plant and Landfill Joint Committee
  - b) adopt the terms of reference for each committee as set out in Attachments 2 -5.
  - c) appoint the Council's current member on each committee to the relevant re-established committee
  - d) adopt the information set out in Attachment 1 to this report for the purposes of an agreement with the local authorities that appoint members to the relevant joint committees.

### Background

2. Amendments to the Local Government Act 2002 (the Act), which came into effect on 8 August 2014, require local authorities that established joint committees prior to 8 August 2014 to enter into an agreement relating to those committees within 12 months of the date of commencement of clause 30A of Schedule 7 (refer clause 5 of Schedule 1AA of the Act). For each affected committee, if an agreement is not entered into by 8 August 2015, that committee will be deemed to be discharged.
3. Clause 30A of Schedule 7 to the Act requires that the following matters be specified in each agreement:
  - a) the number of members each local authority or public body may appoint to the committee; and

- b) how the chairperson and deputy chairperson of the committee are to be appointed; and
  - c) the terms of reference of the committee; and
  - d) what responsibilities (if any) are to be delegated to the committee by each local authority or public body; and
  - e) how the agreement may be varied.
4. Under the new provisions of the legislation, agreements must be in place for each joint committee to continue to exist and must cover the matters outlined in the paragraph 3.
  5. The terms of reference for these joint committees largely cover the matters that are required to be addressed in the agreement.

## **Discussion**

6. The Council is an appointing body for four joint committees that are subject to this new statutory requirement:
  - a) Porirua Harbour and Catchment Joint Committee (administered by Porirua City Council). This committee came into existence in 2013. Porirua City Council, Wellington City Council and Greater Wellington Regional Council appoint members to this joint committee.
  - b) Wellington Water Committee (administered by Hutt City Council). This committee came into existence prior to the legislative change. Hutt City Council, Porirua City Council, Upper Hutt City Council, Wellington City Council and Greater Wellington Regional Council appoint members to this joint committee.
  - c) Wellington Regional Amenities Fund Joint Committee (administered by Council). This committee came into existence before 08 August 2014. The mayors of Masterton District Council, Upper Hutt City Council, Hutt City Council, Kapiti District Council, Porirua City Council and Wellington City Council are members of this joint committee.
  - d) Waste Water Treatment Plant and Landfill Joint Committee (administered by Porirua City Council) came into existence on 20 November 2013. Council and Porirua City Council appoint members to this joint committee.
7. In order for the joint committees to continue, it is recommended that Council enter into the relevant agreements under clause 30A of Schedule 7 before 08 August 2015. The decision required is a procedural one.
8. Officers have considered the decision making requirements for this report against Part 6 of the Local Government Act 2002.

## **Attachments**

Attachment 1.	Record of agreement under clause 30A, Schedule 7 to the Act	Page 11
Attachment 2.	Terms of Reference Te Awarua o Porirua Harbour and Catchment Joint Committee	Page 13
Attachment 3.	Terms of Reference Wellington Water Committee	Page 18
Attachment 4.	Wellington Regional Amenities Fund Joint Committee	Page 23
Attachment 5.	Terms of Reference Waste Water Treatment Plant and Landfill Joint Committee	Page 30

Author	Helga Sheppard, Acting Governance Team Leader
Authoriser	Anusha Guler, Acting Director Governance

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## **SUPPORTING INFORMATION**

### **Consultation and Engagement**

The matters addressed in this report have been discussed with those local authorities that appoint members to each joint committee. No other consultation is required.

### **Treaty of Waitangi considerations**

All Treaty of Waitangi considerations will be considered.

### **Financial implications**

There are no financial implications attached to this report.

### **Policy and legislative implications**

The legislative implications have been considered, along with Council's significance and engagement policy.

### **Risks / legal**

Legal advice was sought and obtained and considered in the report.

### **Climate Change impact and considerations**

There are no climate change impacts or considerations.

### **Communications Plan**

The relevant councils will be informed of Council's decision.

**Item 2.1**

<b>Matters under clause 30A, Schedule 7, to the Act to be included in agreement</b>	<b>Porirua Harbour and Catchment Joint Committee</b>	<b>Wellington Water Committee</b>	<b>Wellington Regional Amenities Fund Joint Committee</b>	<b>Waste Water Treatment Plant and Landfill Joint Committee</b>
<i>The number of members each local authority or public body may appoint to the committee</i>	Porirua City Council-2 Wellington City Council-1 Greater Wellington Regional Council-1	Hutt City Council-1 Porirua City Council- 1 Upper Hutt City Council-1 Wellington City Council-1 Greater Wellington Regional Council- 1	Kapiti Coast District Council – 1 Masterton District Council – 1 Hutt City Council – 1 Upper Hutt City Council – 1 Wellington City Council – 1 Porirua City Council - 1	Porirua City Council- 3 Wellington City Council-1
<i>How the Chairperson and deputy Chairperson of the committee are appointed</i>	Chair of the Committee appointed by Porirua City Council.  Deputy Chair appointed by the Committee.	Chair and Deputy Chair of Committee elected by the Committee once all Committee members are appointed.	Chair and Deputy Chair are elected by the Committee members.	The Chair of the Committee is appointed by Porirua City Council.  Deputy Chair appointed by the Committee.
<i>Terms of reference of the Committee</i>	Refer to Attachment 2 for current terms of reference.	Refer to Attachment 3 for current terms of reference	Refer to Attachment 4 for current terms of reference	Refer to Attachment 5 for current terms of reference.
<i>The responsibilities delegated to the Committee by each local authority or public body</i>	Delegated responsibilities are detailed in the terms of reference.	Delegated responsibilities are detailed in the terms of reference.	Delegated responsibilities are detailed in the terms of reference.	Delegated responsibilities are detailed in the terms of reference.
<i>How the agreement may be varied</i>	By each appointing Council making resolutions in common.	By each appointing Council making resolutions in common.	By each appointing Council making resolutions in common.	By each appointing Council making resolutions in common.

**Record of agreements under clause 30A of Schedule 7 to the Act**



	<b>TITLE</b>	<b>TE AWARUA-O-PORIRUA HARBOUR AND CATCHMENT JOINT COMMITTEE</b>
	<b>Status</b>	Joint Committee (PCC; TROTR; GWRC; WCC)
	<b>Authorising Bodies</b>	Porirua City Council; Greater Wellington Council; Wellington City Council
	<b>Approval Date</b>	<b>4 June 2014</b> Amended Council 24 September 2014
	<b>Administrative Support</b>	GM Strategy and Planning, Porirua City Council

### Purpose

The purpose of the Te Awarua-o-Porirua Harbour and Catchment Joint Committee (Harbour Committee) is to oversee the development, monitoring, review and implementation of the *Porirua Harbour and Catchment Strategy and Action Plan 2012* (Harbour Strategy).

#### **NOTE:**

*It is anticipated that Greater Wellington Regional Council will, within the current triennium, also establish a Te Awarua-o-Porirua Harbour Whaitua (catchment) Committee (PHWC). The PHWC will be a non-statutory advisory body, and will not be a committee under the Local Government Act.*

*The PHWC will exist alongside the Te Awarua-o-Porirua Harbour and Catchment Joint Committee (Harbour Committee). It is anticipated that appointed members of the Harbour Committee will become members and representatives for their respective organisations on the PHWC.*

*Membership of the PHWC will also draw from the community. The PHWC will exist with the specific focus of producing a Whiatua Implementation Programme (WIP). The WIP will amongst other matters provide recommendations back to GWRC on the review of regional council planning provisions, and the use of regulatory and non-regulatory tools, relating to the management of land and water resources within the Porirua Harbour catchment.*

*The Harbour Committee will operate alongside the PHWC retaining its membership and functions specific to overseeing the monitoring, review and implementation of the *Porirua Harbour and Catchment Strategy and Action Plan*. Outcomes of the WIP process may be integrated with future reviews of the *Porirua Harbour and Catchment Strategy and Action Plan*.*

### Status

The Harbour Committee is a joint standing committee under clause 30(1)(b) of Schedule 7 of the Local Government Act 2002.

In accordance with clause 30(7) of Schedule 7 of the Local Government Act, the Joint Committee is not deemed discharged following each triennial election.

### Specific Responsibilities

Te Awarua-o-Porirua Harbour and Catchment Joint Committee shall have responsibility for:

- Porirua Harbour and Catchment Strategy- monitoring and review:** Overseeing the monitoring and review of the Porirua Harbour and Catchment Strategy and its supporting Action Plan programme.

PCC - #981436-v1

2. **Monitoring and reporting** to Porirua City, Wellington City and Greater Wellington Regional Council on:
  - a. **Progress toward achieving outcomes** specified within the Harbour Strategy;
  - b. **Implementation, delivery and effectiveness** of agreed programmes and initiatives;
  - c. **Effectiveness and efficiency of interagency coordination** in developing and delivering effective and efficient Harbour Strategy programmes, including options and recommendations for council consideration;
  - d. **Issues arising** concerning harbour and catchment health, and related options and recommendations for council consideration.
3. **Strategy Implementation modifications and refinements:** Providing recommendations on programmes and actions (including modifications or refinements to existing or approved programmes) and related funding and timing matters that are required to support and/or give effect to the Harbour Strategy.
4. **Requesting** reports from Porirua City, Wellington City and/or Greater Wellington Regional Council, as appropriate, on projects and programmes that affect the Harbour, including projects and programmes run by Council Controlled Organisations and other business delivery units of the member organisations of the Harbour Committee.
5. **Representing** the interests of its members in the Harbour Strategy.

#### Delegations

Te Awarua-o-Porirua Harbour and Catchment Joint Committee shall have the following delegated powers and be jointly accountable to its Authorising Bodies (Porirua City Council, Greater Wellington Regional Council and Wellington City Council) for the exercising of these powers.<sup>1</sup>

In exercising the delegated powers, the Te Awarua-o-Porirua Harbour and Catchment Joint Committee will:

- Operate within policies, plans, standards or guidelines that have been established and approved by its Authorising Bodies;
- Operate having regard to the overall priorities of its Authorising Bodies;
- Operate having regard to the needs of local communities; and
- Operate within approved budgets set by its Authorising Bodies.

Te Awarua-o-Porirua Harbour and Catchment Joint Committee shall have delegated authority to:

1. Recommend to its Authorising Bodies an annual programme, and proposed budget, for consideration in the development of any annual and/or long term plan;
2. Recommend to its Authorising Bodies any significant change/s in budget or scope of any approved annual programme;
3. Recommend organisational contribution toward strategy implementation, including timing, budget, and delivery specifications.

The Chairperson of Te Awarua-o-Porirua Harbour and Catchment Joint Committee shall have delegated authority to:

- Represent the Committee to the media on matters related to the Harbour Strategy.

<sup>1</sup> Local Government Act 2002, Schedule 7, Clause 32

Members of Te Awarua-o-Porirua Harbour and Catchment Joint Committee shall have delegated authority to:

- Represent their Authorising Body in discussions with other agencies on Harbour Strategy delivery
- Represent their Authorising Body on matters relating to the Harbour Strategy to the media.

**Power to Delegate**

The Te Awarua-o-Porirua Harbour and Catchment Joint Committee may not delegate any of its responsibilities, duties or powers.

**Membership**

Te Awarua-o-Porirua Harbour and Catchment Joint Committee	Cr Bronwyn Kropp ( <i>Chairperson</i> ) – Porirua City Council Cr Anita Baker ( <i>Deputy Chairperson</i> ) – Porirua City Council Cr Malcolm Sparrow of Wellington City Council Cr Barbara Donaldson of Greater Wellington Regional Council Taku Parai of Te Runanga O Toa Rangatira	Two monthly
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The Harbour Committee will comprise 5 persons in total.

The chairperson and members of the Te Awarua-o-Porirua Harbour and Catchment Joint Committee will consist of:

- 2 elected representatives of Porirua City Council (which shall include the Chair of the Committee to be selected by Porirua City Council);
- 1 elected representative of Wellington City Council
- 1 elected representative of Greater Wellington Regional Council
- 1 representative of Te Runanga O Toa Rangatira

A deputy chair shall be appointed by the Harbour Committee once formed.

Each member will, appoint their representative(s) and pursuant to clause 30(9) of Schedule 7 of the Act, retains the power to discharge the member. Each representative is appointed for a term that expires on the date of the next local government triennial election.

**Quorum**

The quorum at any meeting of the Harbour Committee shall be not less than **3 members**, comprising of **at least one member** from Porirua City Council.

**Frequency of Meetings**

The Harbour Committee shall meet as required.

**Relationships with Other Parties**

- Council
- Te Komiti
- Te Runanga O Toa Rangatira
- Greater Wellington Regional Council
- Wellington City Council
- Porirua Harbour and Catchment Community Trust
- Other agencies providing advice or other support to the Strategy

The Porirua City Council Chief Executive will be responsible for servicing and providing support to the Harbour Committee in the completion of its duties and responsibilities.

The Chief Executive generally appoints a General Manager to provide these functions on his/her behalf.

PCC - #981436-v1

#### **Contacts with Media and Outside Agencies**

The Harbour Committee Chairperson is the authorised spokesperson for the Committee in all matters where the Committee has authority or a particular interest.

Harbour Committee members, including the Chairperson, do not have delegated authority to speak to the media and/or outside agencies on behalf of their authorising or representative body on matters outside of the Committee's delegations.

The General Manager of Strategy and Planning (Porirua City Council) will manage the formal communications between the Harbour Committee and its constituents and for the Committee in the exercise of its business.

Correspondence with central government, other local government agencies or other official agencies will only take place through Council staff.

#### **Conduct of Affairs**

The Harbour Committee shall conduct its affairs in accordance with the *Local Government Act 2002*, the *Local Government Official Information and Meetings Act 1987*, the *Local Authorities (Members' Interests) Act 1968*, Council's Standing Orders and Code of Conduct.

#### **Public Access and Reporting**

Notification of meetings to the public and public access to meetings and information shall comply with Porirua City Council Standing Orders, but it should be noted that:

- At any meeting of the Harbour Committee at which no resolutions or decisions are made, the provisions of Standing Orders relating to public access do not apply.
- Workshop meetings solely for information and discussions and at which no resolutions or decisions are made may be held in accordance with Standing Orders.
- Extraordinary meetings of the Harbour Committee may be held in accordance with Standing Orders.
- The public may be excluded from the whole or part of the proceedings of the meeting and information withheld on one or more of the grounds specified in *the Local Government Official Information and Meetings Act 1987* s.48.

The Harbour Committee shall record minutes of all its proceedings and present the minutes to each of its members' next available Council meeting following the Committee meeting.

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#### <sup>2</sup> **Induction Programme**

To ensure members have the requisite skills, a compulsory, robust induction programme will be coordinated and provided by Porirua City Council after each triennial election. The following minimum training programmes are recommended for the Porirua Harbour and Catchment Joint Committee members:

- In house training and site visits

PCC - #981436-v1

## **Wellington Water Committee**

### **Purpose**

The Wellington Water Committee ("the Committee") is established to:

- Provide governance oversight of the network infrastructure for the delivery of bulk water, water reticulation, wastewater and stormwater services in the areas of Lower Hutt City, Porirua City, Upper Hutt City and Wellington City ("the four cities");
- Provide governance oversight of Wellington Water Limited; and
- Provide a forum for the representatives of Wellington Water Limited's shareholders (being Wellington Regional Council and the local authorities for the four cities) ("the Shareholders") to meet, discuss and co-ordinate on relevant issues and, through their representatives, exercise their powers.

### **Status**

The Committee is a joint committee of the Lower Hutt City Council, Porirua City Council, Upper Hutt City Council, Wellington City Council and Wellington Regional Council.

### **Specific responsibilities**

The Committee's responsibilities are:

#### Governance oversight responsibilities

Governance oversight of Wellington Water Limited and of the network infrastructure for the delivery of bulk water, water reticulation, wastewater and stormwater services in the areas of the four cities, including by:

- Receiving and considering the half-yearly and annual reports of Wellington Water Limited;
- Receiving and considering such other information from Wellington Water Limited as the Committee may request on behalf of the Shareholders and/or receive from time to time;
- Undertaking performance and other monitoring of Wellington Water Limited;
- Considering and providing recommendations to the Shareholders on proposals from Wellington Water Limited;

- Providing co-ordinated feedback, and recommendations as needed, on any matters requested by Wellington Water Limited or any Shareholder;
- Providing recommendations to the Shareholders regarding the relevant network infrastructure owned by each Shareholder;
- Providing recommendations to the Shareholders regarding water conservation;
- Agreeing the annual Letter of Expectation to Wellington Water Limited;
- Receiving, considering and providing agreed feedback and recommendations to Wellington Water Limited on its draft statement of intent;
- Receiving, considering and providing recommendations to the Shareholders regarding Wellington Water Limited's final statement of intent.
- Agreeing when Shareholder meetings, or resolutions in lieu of Shareholder meetings, are required, without prejudice to Shareholder and board rights to call meetings under Wellington Water Limited's constitution;
- Seeking and interviewing candidates for Wellington Water Limited's board as needed and approving director appointments and/or removals;
- Approving the remuneration of directors of Wellington Water Limited;
- Monitoring the performance of the board of Wellington Water Limited; and
- Providing recommendations to the Shareholders regarding changes to these terms of reference, the Shareholders' Agreement and the constitution of Wellington Water Limited.

#### Shareholders' responsibilities

To the extent that each Shareholder delegates its relevant powers to the Committee member it appoints, the Committee will provide a forum for the Shareholders to meet and exercise their powers in relation to Wellington Water Limited.

#### **Membership**

The membership of the Committee will total five persons, as follows:

- One member appointed by Hutt City Council;
- One member appointed by Porirua City Council;
- One member appointed by Upper Hutt City Council;

**Item 2.1 Attachment 3**

- One member appointed by Wellington City Council; and
- One member appointed by Wellington Regional Council.

[Each appointee must be an elected member of the appointing Shareholder.]

**Chairperson**

The Chairperson and Deputy Chairperson will be elected by the Committee once all Committee members have been appointed.

**Quorum**

For a meeting of the Committee to have a quorum, three members, or their appointed alternates, must be present.

Where the Committee is providing a forum for the Shareholders to meet and exercise their powers in relation to Wellington Water Limited, the requirements of Wellington Water Limited's constitution will prevail.

*[Note: Clause 11.3 of the company's constitution provides that Directors shall be appointed and removed by the unanimous resolution of the shareholders. For this matter the quorum is therefore all five members or their alternates.]*

**Alternates**

Each member appointed to the Committee must have an alternate appointed by the relevant Shareholder. The alternate may attend and vote at meetings of the Committee, but only in the event that the primary member is unable to do so.

**Decision-making**

The Committee will strive to make all decisions by consensus.

In the event that a consensus on a particular matter before the Committee is not able to be reached, each member of the Committee has a deliberative vote. In the situation where there is an equality of votes cast on a matter, the Chairperson does not have a casting vote and therefore the matter subject to the vote is defeated and the status quo is preserved.

Other than for those matters for which the Committee has effective decision-making capacity through these terms of reference, each Shareholder retains its full powers to make its own decisions on matters referred to it by the Committee.

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### **Standing Orders**

The Wellington Regional Council's Standing Orders apply, subject to the provisions for meeting quorum and decision making as set out in these terms of reference taking precedence.

### **Remuneration**

Each Shareholder will be responsible for remunerating its representative on the Committee for any costs associated with that person's membership of the Committee.

### **Administration**

Reports to be considered by the Committee may be submitted by any of the Shareholders or Wellington Water Limited.

### **Duration of the Committee**

In accordance with clause 30(7) of Schedule 7 to the Local Government Act 2002, the Committee is not deemed to be discharged following each triennial election.

## **Appendix**

### **Common delegations**

#### Governance oversight responsibilities

- Each Shareholder will delegate to the Committee the responsibilities and powers necessary to participate in and carry out the Committee's governance oversight responsibilities.

#### Shareholders' responsibilities

- Each Shareholder will delegate to its appointed Committee member and, in accordance with these terms of reference, that person's alternate, all responsibilities and powers in relation to the agreement of:
  - when Shareholder meetings, or resolutions in lieu of Shareholder meetings, are required (without prejudice to Shareholder and Board rights to call meetings under Wellington Water Limited's constitution); and
  - the appointment, removal and remuneration of Wellington Water Limited's directors.

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**TERMS OF REFERENCE FOR THE  
WELLINGTON REGIONAL AMENITIES FUND JOINT  
COMMITTEE**

**CONTENTS**

1. Definitions
2. Name
3. Members
4. Status
5. Membership of Joint Committee
6. Purpose of Terms of Reference
7. Role and responsibilities of Joint Committee
8. Objectives of the WRA Fund
9. Delegated authority
10. Meetings
11. Voting
12. Election of Chairperson and Deputy Chairperson
13. Administration arrangements
14. Funding
15. Reporting
16. Good faith
17. Variations
18. Review

**1. Definitions**

1.1 For the purpose of these Terms of Reference:

“Act” means the Local Government Act 2002.

“Member” means a local authority that is a participant in the Wellington Regional Amenities Fund, as listed in clause 3.1.

“Representative(s)” means the Mayor or Chairperson or councillor or councillors of a Member, or alternate(s) that have been resolved by the Member authority to be a member of the Joint Committee.

“Wellington Regional Amenities Fund” and “WRA Fund” means the fund established and contributed to by the Members in accordance with their respective Long Term Plan decisions.

“Wellington Regional Amenities Fund Joint Committee” means the Joint Committee appointed by the Members to oversee the development of the Wellington Regional Amenities Fund.

**2. Name**

- 2.1 The Committee shall be known as the Wellington Regional Amenities Fund (WRA Fund) Joint Committee (Joint Committee).

**3. Members**

- 3.1 Each of the following local authorities is a Member:

- Kapiti Coast District Council
- Masterton District Council
- Hutt City Council
- Upper Hutt City Council
- Wellington City Council
- Porirua City Council

**4. Status**

- 4.1 The Joint Committee is a joint standing committee under clause 30(1)(b) of Schedule 7 of the Act.
- 4.2 In accordance with clause 30(7) of Schedule 7 of the Act, the Joint Committee is not deemed discharged following each triennial election.

**5. Membership of Joint Committee**

- 5.1 The Joint Committee will comprise [6] persons in total.
- 5.2 Each Member will appoint one Representative, being one elected person, and will also appoint an alternate who may attend and vote at meetings in the absence of the appointed representative. Both the Representative and the alternate must be an elected person from that Member.
- 5.3 Under clause 30(9) Schedule 7 of the Act, the powers to discharge any representative on the Joint Committee and appoint his or her replacement shall be exercisable only by the Member that appointed the representative being discharged.
- 5.4 Each Representative is appointed for a term that expires on the date of the next local government triennial election.
- 5.5 It is the responsibility of each Member of the Joint Committee to ensure that they have a representative available to participate in the Joint Committee, as soon as practicable after their representative is no longer able to represent that Member for whatever reason, with the same

delegated functions, duties and powers as their predecessor.

- 5.6 Each Member is responsible for remunerating its Representatives and for the cost of the Representatives' participation in the Joint Committee.

## **6. Purpose of Terms of Reference**

- 6.1 The purpose of these Terms of Reference is to:

- (a) Define the role and responsibilities of the Joint Committee
- (b) Provide for the administrative arrangements of the Joint Committee.

## **7. Role and responsibilities of Joint Committee**

- 7.1 The role of the Joint Committee is to govern and administer the WRAF Fund, in accordance with the objectives of the WRAF Fund.
- 7.2 In performing its role, the responsibilities of the Joint Committee include:
- (a) approval of criteria and priorities for the WRA Fund
  - (b) to consider recommendations from the Fund Manager and Officer's Group on applications made to the WRA Fund
  - (c) to approve applications for funding.

## **8. Objectives of the WRA Fund**

### **8.1 Goal**

The WRA Fund has been established to support eligible entities of regional significance with day to day operational expenses and new innovative projects that will achieve identified priorities for the region. The WRA Fund is focused on arts, cultural and environmental attractions and events to support and add to the attractiveness and vitality of the Wellington region.

### **8.2 Scope**

The Fund will assist to ensure that regionally significant entities can be developed or sustained in the Wellington region to contribute to the region's quality of life; attractiveness to residents and visitors; and economy.

The Fund is intended to allow funded entities to:

- Focus more on their core business
- Reduce the amount of time spent on securing funding across the region
- Improve their ability to perform on a wider regional basis
- Improve accessibility to their services
- Ensure staffing requirements are met adequately for a fixed term.

### 8.3 Criteria and Priorities

Applications to the WRA Fund will be assessed against criteria and priorities for the region.

## **9. Delegated authority**

9.1 The Members delegate to the Joint Committee, the powers and functions to enable it to perform its role and carry out its responsibilities in relation to the WRA Fund, except those matters reserved under Clause 32 Schedule 7 of the Act, and the appointment of new members to the Joint Committee.

## **10. Meetings**

10.1 The New Zealand Standard for model standing orders (NZS 9202: 2001), or any New Zealand Standard substituted for that standard, will be used to conduct Joint Committee meetings as if the Joint Committee were a local authority and the principal administrative officer of the Wellington City Council or his or her nominated representative were its principal administrative officer.

10.2 The Joint Committee shall hold meetings at such frequency, times and place(s) as agreed by the Joint Committee for the performance of the functions, duties and powers delegated under this Terms of Reference.

10.3 In accordance with Clause 30(9)(b) Schedule 7 of the Act, the quorum shall be half of the members if the number of members (including vacancies) is an even number, or a majority of members if the number of members (including vacancies) is an odd number.

## **11. Voting**

11.1 In accordance with clause 32(4) Schedule 7 of the Act, at meetings of the Joint Committee each Member's Representative has full authority to vote and make decisions within the delegations of this Terms of Reference on behalf of that Member without further recourse to that Member.

11.2 Each Representative has one equal vote. Decisions will be made by simple majority.

## **12. Election of Chairperson and Deputy Chairperson**

12.1 On the constitution or reconstitution of the WRAF Joint Committee the

representatives shall elect a Chairperson and may elect a Deputy Chairperson.

- 12.2 The term of office of an appointed Chairperson or Deputy Chairperson ends on the date of the next local government triennial election.

### **13. Administration arrangements**

- 13.1 The administering authority for the Joint Committee is Wellington City Council.

- 13.2 The administrative costs of servicing the Joint Committee will be met within the allocated funding of the WRA Fund.

- 13.3 The WRA Fund Manager (Fund Manager), who will be located at Wellington City Council, will service the Joint Committee and will have the following functions:

- Management and administrative support for the Joint Committee
- Prepare draft criteria and priorities for the WRA Fund for approval by the Joint Committee
- Initial assessment of applications
- Report to the Joint Committee with recommendations
- Develop and maintain key relationships within the arts, culture and environmental sectors
- Relationship management with successful applicants
- Distribution of funds
- Coordinate the collection, holding and distribution of funds
- Monitor, evaluate and report on the WRA Fund
- Research and promotion of the WRA Fund
- Approve all papers to the Joint Committee and ensure decisions are signed off at critical times.

- 13.4 A cross-council WRA Fund Officers Group (Officers Group) will be established with a representative from each of the Members. The Officers Group will act as their council's point of contact for the WRA Fund, and the Joint Committee. In conjunction with the Fund Manager the Officers Group will:

- Prepare draft the criteria and priorities of the WRA Fund
- Assess applications and make recommendations to the Joint Committee.

#### **14. Funding**

- 14.1 Each Member will provide funding to the WRA Fund to the level agreed in their 2012-22 Long Term Plan.
- 14.2 The financial administration of the WRA Fund will be carried out by Wellington City Council on behalf of the Members.
- 14.3 Each Member will be invoiced by Wellington City Council at the establishment of the Fund, and the beginning of each new financial year thereafter, until such time as the WRA Fund is wound up.
- 14.4 Contributions will be specifically tied to the WRA Fund and cannot be used for any other purpose. The funds will be held in an interest bearing money market deposit account.

#### **15. Reporting**

- 15.1 All reports to the Joint Committee shall be presented via the Chairperson.
- 15.2 Following each meeting of the Joint Committee, the Fund Manager shall prepare a summary report of the business of the meeting and submit that report, for information to each Member authority following each meeting. Such report will be in addition to any formal minutes prepared by the Administering authority.

#### **16. Good faith**

- 16.1 In the event of any circumstances arising that were unforeseen by the Members or the Representatives at the time of adopting these Terms of Reference, the Members and the Representatives hereby record their intention that they will negotiate in good faith to add to or vary this Terms of Reference so to resolve the impact of those circumstances in the best interests of:
  - (1) The Members collectively
  - (2) The Wellington regional community represented by the Members collectively.

#### **17. Variations**

- 17.1 Any Member may propose a change to the Terms of Reference by putting the wording of the proposed change to a meeting of the Joint Committee for consideration and comment.
- 17.2 Once a proposed change to these Terms of Reference has been

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considered by the Joint Committee, these Terms of Reference are not amended until each Member adopts the revised Terms of Reference giving effect to the proposed change.

- 17.3 Notwithstanding clause 17.2, the Joint Committee may itself amend the Terms of Reference, where the changes will not materially affect the commitment of any individual Member, or the scope of the Joint Committee's role and responsibilities.

**18. Review**

- 18.1 In March each year, the Fund Manager and the Officers Group will report to the Joint Committee on the operation of the WRA Fund during the financial year to date, and whether the WRA Fund is sustainable for the next financial year. If it is considered that the WRA Fund is not sustainable, the Joint Committee will report back to the Members with a recommended course of action.

**Terms of Reference**

	<b>TITLE</b>	<b>WASTEWATER TREATMENT PLANT AND LANDFILL JOINT COMMITTEE</b>
	<b>Status</b>	Joint Committee with Wellington City Council
	<b>Authorising Body</b>	Council
	<b>Approval Date</b>	<b>20 November 2013</b>
	<b>Administrative Support</b>	General Manager Asset Management and Operations

**Purpose**

To provide governance for the joint services entered into by the Porirua and Wellington City Councils through the joint venture agreements for the Wastewater Treatment Plant and the Spicer Valley Landfill and the associated land.

**Specific Responsibilities**

The Wastewater Treatment Plan and Landfill Joint Committee shall have responsibility for:

<b>Function</b>	<b>Function</b>
Policy formulation and the joint management of Spicer Valley Joint Landfill Operation and Wastewater Treatment Plant.	<ol style="list-style-type: none"> <li>1. overview, input and policy formulation in the areas of management of the Spicer Valley joint landfill operation, and the Wastewater Treatment Plant, as set out in the joint venture agreements, entered into by both Councils, including development of Trade Waste Bylaws.</li> <li>2. proposals for infrastructural development relating to the joint ventures</li> <li>3. new initiatives relating to the joint ventures</li> <li>4. the land associated with the Treatment Plant and landfill that provides a buffer zone between this infrastructure and the privately owned land. This refers to the reserve land around the treatment plant and landfill including the land known as Spicer Forest and Spicer Botanical Forest.</li> <li>5. the budget for operation of the joint ventures for inclusion in the Councils' Annual Plans / Long Term Council Community Plans</li> <li>6. receipt of the Annual Report of the joint ventures for inclusion in the Councils' Annual Reports</li> <li>7. any proposed service changes</li> </ol>

**Terms of Reference**

**Delegations**

The Wastewater Treatment Plan and Landfill Joint Committee shall have the following delegated powers and be accountable to Council for the exercising of these powers.<sup>1</sup>

1. The powers of the Joint Standing Committee as described in the Deed Relating to Joint Works dated 22 December 1986 and the powers of the Joint Committee as described in the Agreement Relating to Joint Refuse Disposal Works dated 2 May 1983
2. Setting of fees and charges related to the operation of the Spicer Valley Landfill and recommending the basis for charging for trade wastes at the Wastewater Treatment Plant
3. Decisions on acceptance of wastes into the Spicer Valley Landfill and Wastewater Treatment Plant

In exercising the delegated powers, the Wastewater Treatment Plan and Landfill Joint Committee will operate within:

- policies, plans, standards or guidelines that have been established and approved by Council;
- the overall priorities of Council;
- the needs of the local communities; and
- the approved budgets for the activity.

**Power to Delegate**

The Wastewater Treatment Plan and Landfill Joint Committee may not delegate any of its responsibilities, duties or powers.

**Membership**

The chairperson and members of the Wastewater Treatment Plan and Landfill Joint is as follows:

Wastewater Treatment Plant and Landfill Joint Committee (WCC)	Cr Tim Sheppard ( <i>Chairperson</i> ) Cr Malcolm Sparrow – WCC ( <i>Deputy Chairperson</i> ) Cr 'Ana Coffey Cr Bronwyn Kropp	Two monthly
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The Committee shall have the power to co-opt one or more councillors and/or other suitably qualified persons, with interests in special topics, for the duration of the Committee's consideration of those topics.

**Quorum**

The quorum at any meeting of the Committee shall be not less than 3 members of the Committee.

**Frequency of Meetings**

The Committee shall meet at least **two monthly** or as required.

**Relationships with Other Parties**

- Council
- Te Komiti
- Wellington City Council

<sup>1</sup> Local Government Act 2002, Schedule 7, Clause 32

#### Terms of Reference

The Chief Executive is responsible for servicing and providing support to the Committee in the completion of its duties and responsibilities. The Chief Executive generally appoints a General Manager to provide these functions on his/her behalf.

#### Contacts with Media and Outside Agencies

The Committee Chairperson is the authorised spokesperson for the Committee in all matters where the Committee has authority or a particular interest.

Committee members, including the Chairperson, do not have delegated authority to speak to the media and/or outside agencies on behalf of Council on matters outside of the Committee's delegations.

The General Manager of Asset Management and Operations will manage the formal communications between the Committee and its constituents and for the Committee in the exercise of its business.

#### Conduct of Affairs

The Committee shall conduct its affairs in accordance with the *Local Government Act 2002*, the *Local Government Official Information and Meetings Act 1987*, the *Local Authorities (Members' Interests) Act 1968*, Council's Standing Orders and Code of Conduct.

#### Public Access and Reporting

Notification of meetings to the public and public access to meetings and information shall comply with Standing Orders, but it should be noted that:

- At any meeting of the Committee at which no resolutions or decisions are made, the provisions of Standing Orders relating to public access do not apply.
- Workshop meetings solely for information and discussions and at which no resolutions or decisions are made may be held in accordance with Standing Orders.
- Extraordinary meetings of the Committee may be held in accordance with Standing Orders.
- The public may be excluded from the whole or part of the proceedings of the meeting and information withheld on one or more of the grounds specified in *the Local Government Official Information and Meetings Act 1987* s.48.

The Committee shall record minutes of all its proceedings and present the minutes to the next available Council meeting following the Committee meeting.