

ORDINARY MEETING

OF

WELLINGTON CITY COUNCIL

AGENDA

Time: 9.30am
Date: Wednesday, 22 February 2017
Venue: Committee Room 1
Ground Floor, Council Offices
101 Wakefield Street
Wellington

MEMBERSHIP

Mayor Lester
Councillor Calvert
Councillor Calvi-Freeman
Councillor Dawson
Councillor Day
Councillor Eagle
Councillor Foster
Councillor Free
Councillor Gilberd
Councillor Lee
Councillor Marsh
Councillor Pannett
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 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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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 Confirmation of Minutes

The minutes of the meeting held on 14 December 2016 will be put to the Council for confirmation.

1.5 Items not on the Agenda

The Chairperson will give notice of items not on the agenda as follows:

Matters Requiring Urgent Attention as Determined by Resolution of the Wellington City Council

1. The reason why the item is not on the agenda; and
2. The reason why discussion of the item cannot be delayed until a subsequent meeting.

Minor Matters relating to the General Business of the Wellington City Council

No resolution, decision, or recommendation may be made in respect of the item except to refer it to a subsequent meeting of the Wellington City Council for further discussion.

1.3 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.

2. General Business

WELLINGTON REGION TRIENNIAL AGREEMENT

Purpose

1. The Local Government Act (LGA) 2002 requires that all local authorities in each region enter into a Triennial Agreement. The agreement sets out how local authorities will work together for the good governance of their cities, districts and region.
2. Under the LGA 2002, the Triennial Agreement for 2016 – 2019 must be agreed by 1 March 2017. This report recommends that Council approve the attached Triennial Agreement.

Summary

3. The LGA (2002) requires all Councils in the Region to enter into an agreement by 1 March 2017.
4. The Agreement is simply a set of protocols to assist region-wide cooperation for the duration of the Triennium.
5. The agreement does not bind WCC to any particular decision or course of action.

Recommendation/s

Officers recommend that Council:

1. Receive the information.
2. Agree the draft Triennial Agreement attached in Appendix 1.
3. Agree to delegate to the Chief Executive Officer and the Mayor the authority to make any minor amendments required as a result of minor changes requested by other local authorities in the region as part of the adoption process.

Background

6. Section 15 of the LGA 2002 requires all local authorities within a region to enter into an agreement every triennium providing:
 - (a) protocols for communication and co-ordination among the local authorities
 - (b) a statement of the process by which the local authorities will deal with proposals for new regional council activities; and
 - (c) processes and protocols through which all local authorities can participate in identifying, delivering, and funding facilities and services of significance to more than 1 district.
7. The triennial agreement must be agreed by 1 March after each local authority election.

8. The role of administering authority is shared across the nine councils in the Wellington region. The role is passed from one local authority to the next at the start of each triennium and includes providing secretarial services and acting as the contact for media and other communications. Upper Hutt City Council will service this agreement for the 2016-19 triennium.

Discussion

9. The attached draft agreement has been reviewed by the Chief Executives Forum.
10. The Triennial Agreement simply outlines an agreement to work collaboratively on matters of mutual interest. It is important to note that decisions to enter into any form of arrangement are the domain of each and every Council.

Attachments

Attachment 1. Wellington Region Triennial Agreement

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Author	Jim Robertson, Senior Strategy Advisor
Authoriser	Baz Kaufman, Manager Strategy Jeremy Baker, Director Strategy and Communications

SUPPORTING INFORMATION

Engagement and Consultation

The Triennial Agreement 2016-2019 has been reviewed by officers and the Chief Executives of each local authority in the Wellington Region.

Treaty of Waitangi considerations

There are no Treaty of Waitangi implications from the adoption of the Agreement.

Financial implications

There are no financial considerations in the development or adoption of the Agreement.

Policy and legislative implications

Nil. The Agreement is simply a set of protocols for working together. Each Council retains their autonomy as a decision making body.

Risks / legal

Nil

Climate Change impact and considerations

Nil

Communications Plan

N/A

Health and Safety Impact considered

N/A

WELLINGTON REGIONAL TRIENNIAL AGREEMENT

2016 - 2019

1. SCOPE

- 1.1 This agreement is drafted in order to meet the requirements of s.15 of the Local Government Act 2002.
- 1.2 The Local Government Act 2002 (hereafter referred to as 'the Act') is intended to provide the necessary flexibility for councils to work co-operatively and collaboratively together and with other public bodies to advance community goals and to improve community wellbeing. The scope of this agreement includes the current co-operative and collaborative projects already in place in the Wellington Region and work being undertaken to establish structures and protocols associated with specific issues, and aims to build on these.

2. PURPOSE

The parties to this agreement commit to working for the good governance of their city, district or region by acting co-operatively and collaboratively. It is intended that this agreement will ensure that appropriate levels of consultation and co-ordination are maintained between the councils of the Wellington Region. It is intended that the process of arriving at this agreement, as well as its ongoing operation, should contribute to the strengthening of the regional relationships.

3. PARTIES TO AGREEMENT

- 3.1 The parties to this agreement are:
 - Carterton District Council
 - Greater Wellington Regional Council
 - Hutt City Council
 - Kapiti Coast District Council
 - Masterton District Council
 - Porirua City Council
 - South Wairarapa District Council
 - Upper Hutt City Council
 - Wellington City Council
- 3.2 In accordance with the requirements of the Act, and in the spirit of collaboration that they wish to foster within the region, the parties agree to work in accordance with the protocols outlined in this agreement.

4. PROTOCOLS

- 4.1 The councils of the Wellington Region will work together on issues where it is agreed that the Region and the communities within it will benefit from a regionally collaborative approach.
- 4.2 The councils of the Wellington Region will work together in line with the protocols and principles outlined in the Wellington Regional Strategy Multilateral Agreement in regard to the Wellington Regional Strategy.
- 4.3 When a council has a significant disagreement with the position of the others, the group will make every effort to accommodate, acknowledge or at least fairly represent the dissenting view.
- 4.4 The councils of the Wellington Region will proactively present their case to the Government and other councils from other regions to ensure that the Wellington Region's interests are protected and enhanced.
- 4.5 When a significant decision or issue affects a particular council, or its population, then that council should have the lead role in formulating the Region's response.
- 4.6 Where facilities and services of significance benefit more than one district, and are intended to be funded by more than one district, those districts that intend to participate shall be involved in identifying, delivering, and funding the facility or service. One Council shall take the lead for the project, appointed by the participating councils.
- 4.7 The agreement acknowledges each council's unique accountability.
- 4.8 The councils agree to act in good faith on issues of information and disclosure.
- 4.9 The councils agree to work collaboratively in an open and transparent manner.
- 4.10 The councils agree to build on work currently being undertaken within the Region and to continue to address issues of co-ordination, roles and responsibilities.
- 4.11 As signatories to this agreement all councils will ensure provision of the following:
 - a) Early notification to affected councils, through the distribution of draft documentation, of major policy discussions which may have implications beyond the boundaries of the decision-making council. This specifically includes the development of consultation policies and policies on significance.
 - b) Opportunities for all councils in the Region to be involved in early consultation on the development of each other's draft Annual Plan and draft Long Term Plan and other significant policy consultation processes.
 - c) The application of a 'no surprises' policy, whereby early notice will be given over disagreements between councils concerning policy or programmes, before critical public announcements are made.

5. CONSULTATION

- 5.1 Consultation in relation to this agreement will be undertaken within the following groups:
- a) A meeting of the Mayors, Regional Council Chair and their Chief Executives will occur at least once every six months to discuss general policy business and to review the performance of the agreement.
 - b) Existing regional and sub-regional forums such as:
 - The Wellington Regional Mayoral Forum
 - The Joint Wairarapa Councils' Meeting
 - The Wellington Regional Strategy Committee
 - The Wellington Regional Transport Committee
 - LGNZ Zone Four
 - Regional Civil Defence Emergency Management
 - c) Meetings between staff as necessary to achieve communication and co-ordination on issues identified in the agreement.
- 5.2 Under Section 15(2) of the Act, the following consultation processes will apply to proposals for new Regional Council activities:
- a) Where a proposed new Regional Council activity is significant in terms of the Wellington Regional Council's policy on significance, the process will be as set out in s.16 of the Act.
 - b) Where a proposed new Regional Council activity is not significant in terms of the Wellington Regional Council's policy on significance, the Regional Council undertakes to notify all other councils in the Region prior to commencing any public consultation, in line with the principles of 'no surprises', transparency and good faith.
 - c) Where the parties to this agreement are unable to agree, dispute procedures set out in s.16 (4)-(7) of the Act will apply.
- 5.3 The following consultation process will apply to any change, variation, or review of the Regional Policy Statement for the Wellington Region, and the preparation of any future Regional Policy Statement:
- a) The Regional Council will seek the input of territorial authorities into the review of the Regional Policy Statement for the Wellington Region.
 - b) The Regional Council will make available to all local authorities, for discussion and development, draft copies of:
 - any change or variation of to the Regional Policy Statement

- any proposed Regional Policy Statement.
- c) Territorial authorities will be given a reasonable period of time, but no less than 30 working days, to respond to any such proposal. The Regional Council agrees to consider fully any submissions and representations on the proposal made by territorial authorities within the Region.

6. OTHER ISSUES

The parties agree that, in addition to the general consultation obligations of this agreement, the councils of the Wellington Region will continue to meet together in various forums to develop common approaches on issues identified as priorities for the Region, including the progressing of Shared Services initiatives consistent with the following principles:

Collaboration Principles

In giving effect to shared services the councils will adopt the following principles to guide progress towards implementation of shared services across the region:

1. **Transferable** - regardless of future decisions around governance, that any approach to shared services be transferrable to any new council structure.
2. **Beneficial** - that shared services focus on services where these will result in significant cost savings, and focus on the delivery of functions that result in more effective and efficient delivery for households and businesses.
3. **Sustainable**/ that the approach has longevity and sets a benchmark for quality service provision in the region but can be scaled up.
4. **Urgent** – that the approach can realise benefits quickly and, if necessary, start small.

6.1 Collaboration within the region

The Mayoral Forum will:

- Be the vehicle for oversight of projects, such as collaboration projects.
- Review existing collaboration and shared services arrangements as necessary to ensure that current arrangements remain relevant and optimal
- Identify new opportunities for collaboration and shared services for consideration by the councils

7. SERVICING

7.1 The parties agree that responsibility for servicing this agreement shall be shared, with responsibility passing from local authority to local authority at the start of each triennium. Servicing involves:

- providing those secretarial services required

-
- within the limits outlined in the protocols and principles above, acting as a media and communications contact (including the provision of information to the public on request) in relation to matters covered in the agreement.
- 7.2 The parties agree that the Upper Hutt City Council will be the council responsible for servicing this agreement for the 2016 -2019 triennium, after which it shall pass to the remaining local authorities as listed in appendix one, unless otherwise agreed.
- 7.3 The parties also agree that responsibility for servicing, and making media comment on behalf of, existing specific regional and sub-regional forums, will lie within those specific forums.

REVIEW OF THE AGREEMENT

The parties agree to review the terms of this agreement in accordance with s.15(3) of the Act within four weeks of a request by one of the councils made in writing to the council delegated responsibility to service the Agreement.

9. DISPUTE RESOLUTION

In the event of a disagreement over the terms of this agreement, the parties agree to refer the issue of disagreement to arbitration for non-binding resolution. If no agreement on an arbitrator is forthcoming an arbitrator will be appointed by the President of the Wellington Branch of the New Zealand Law Society.

This agreement is signed on this _____ day of _____
2017, by the following on behalf of their respective councils.

Carterton District Council _____
John Booth - Mayor

Greater Wellington Regional Council _____
Chris Laidlaw - Chair

Hutt City Council _____
Ray Wallace - Mayor

Kapiti Coast District Council _____
K (Guru) Gurunathan - Mayor

Masterton District Council _____
Lyn Patterson - Mayor

Porirua City Council _____
Mike Tana - Mayor

South Wairarapa District Council

Vivien Napier- Mayor

Upper Hutt City Council

Wayne Guppy - Mayor

Wellington City Council

Justin Lester - Mayor

Appendix One: Servicing Responsibility

<u>Party Responsible</u>	<u>Financial Year</u>
	<u>Triennium</u>
Masterton District Council	2007-10
Porirua City Council	2010-13
South Wairarapa District Council	2013-16
Upper Hutt City Council	2016-19
Wellington City Council	2019-22
Carterton District Council	
Greater Wellington Regional Council	
Hutt City Council	
Kapiti Coast District Council	

Servicing involves:

- Providing those secretarial services required
- within the limits outlined in the protocols and principles above, acting as a media and communications contact (including the provision of information to the public on request) in relation to matters covered in the agreement.

The responsible party should also ensure that a process is in place for the drafting, and subsequent signing, of the following triennium's agreement.

3. Committee Reports

REPORT OF THE REGULATORY PROCESSES COMMITTEE MEETING OF 15 FEBRUARY 2017

Members: Mayor Lester, Councillor Calvert, Councillor Calvi-Freeman, Councillor Lee, Malcolm Sparrow (Chair).

The Committee recommends:

PROPOSED ROAD STOPPING - LAND ADJOINING 12 ESSEX STREET, ARO VALLEY

Recommendation/s

Recommendations

That the Regulatory Processes Committee:

1. Receives the information.
2. Recommends to the Council that it:
 - a) Declares that approximately 50m² (subject to survey) of unformed legal road land in Essex Street, Aro Valley, shown outlined red on Attachment 1 (the Land), and adjoining 12 Essex Street (being Lot 3 DP 1178 CFR WN469/274) is not required for a public work and surplus to Council requirements.
 - b) Agrees to stop the legal road and dispose of the Land referred to above.
 - c) Declares that approximately 1m² (subject to survey) of unformed legal road land in Essex Street, Aro Valley, highlighted blue on Attachment 1 and adjoining 12 Essex Street (being Lot 3 DP 1178 CFR WN469/274) is not required for road.
 - d) Agrees to stop approximately 1m² (subject to survey) of unformed legal road (highlighted blue on Attachment 1) for use as an isolation strip.
 - e) Delegates to the Chief Executive Officer the power to conclude all matters in relation to the road stopping and disposal of the Land, including all legislative matters, issuing relevant public notices, declaring the road stopped, negotiating the terms of sale or exchange, impose any reasonable covenants, and anything else necessary.
3. Notes that if objections are received to the road stopping, and the applicant wishes to continue, a further report will be presented to the Regulatory Processes Committee for consideration.

**PROPOSED ROAD STOPPING - LAND ADJOINING 43 HUNTINGDON STREET,
NORTHLAND**

Recommendation/s

Recommendations

That the Regulatory Processes Committee:

1. Receives the information.
2. Recommends to the Council that it:
 - a) Declares that approximately 70m² (subject to survey) of unformed legal road land in Huntingdon Street, Northland, shown outlined red on Attachment 1 (the Land), and adjoining 43 Huntingdon Street (being Lot 109 DP 20263 CFR WNWNE2/261) is not required for a public work and surplus to Council's requirements.
 - b) Agrees to stop the legal road and dispose of the Land referred to above.
 - c) Declares that approximately 1m² (subject to survey) of unformed legal road land in Huntingdon Street Northland, highlighted blue on Attachment 1 and adjoining 43 Huntingdon Street (being Lot 109 DP 20263 CFR WNWNE2/261) is not required for road.
 - d) Agrees to stop approximately 1m² (subject to survey) of unformed legal road, highlighted blue on Attachment 1 for use as an isolation strip.
 - e) Delegates to the Chief Executive Officer the power to conclude all matters in relation to the road stopping and disposal of the Land, including all legislative matters, issuing relevant public notices, declaring the road stopped, negotiating the terms of sale or exchange, impose any reasonable covenants, and anything else necessary.
3. Notes that if objections are received to the road stopping, and the applicant wishes to continue, a further report will be presented to the Regulatory Processes Committee for consideration.

Attachments

Nil

4. Public Excluded

Resolution to Exclude the Public:

THAT the Council :

Pursuant to the provisions of the Local Government Official Information and Meetings Act 1987, exclude the public from the following part of the proceedings of this meeting namely:

General subject of the matter to be considered	Reasons for passing this resolution in relation to each matter	Ground(s) under section 48(1) for the passing of this resolution
4.1 Acquisition of reserve land in Tawa	7(2)(i) The withholding of the information is necessary to enable the local authority to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations).	s48(1)(a) That the public conduct of this item would be likely to result in the disclosure of information for which good reason for withholding would exist under Section 7.
