

ORDINARY MEETING

OF

WELLINGTON CITY COUNCIL

AGENDA

Time: 9:30am
Date: Wednesday, 12 December 2018
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 Fitzsimons
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 04-803-8334, emailing public.participation@wcc.govt.nz or writing to Democracy 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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Meeting of 6 December 2018** **37**

Strategic Housing Investment Plan Update
Presented by Councillor Brian Dawson

1. Meeting Conduct

1.1 Karakia

The Chairperson will open the meeting with a karakia.

Whakataka te hau ki te uru,	Cease oh winds of the west
Whakataka te hau ki te tonga.	and of the south
Kia mākinakina ki uta,	Let the bracing breezes flow,
Kia mātaratara ki tai.	over the land and the sea.
E hī ake ana te atākura.	Let the red-tipped dawn come
He tio, he huka, he hauhū.	with a sharpened edge, a touch of frost,
Tihei Mauri Ora!	a promise of a glorious day

1.2 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.

1.3 Announcements by the Mayor

1.4 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.

1.5 Confirmation of Minutes

The minutes of the meeting held on 28 November 2018 will be put to the Council for confirmation.

1.6 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

The Chairperson shall state to the meeting.

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.

The item may be allowed onto the agenda by resolution of the Wellington City Council.

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

The Chairperson shall state to the meeting that the item will be discussed, but 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.

1.7 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.

3. Committee Reports

REPORT OF THE TE AWARUA-O-PORIRUA HARBOUR AND CATCHMENT JOINT COMMITTEE

Members: Councillor Anita Baker (Porirua City Council; Chairperson), Councillor Barbara Donaldson (Greater Wellington Regional Council); Councillor Peter Gilbert (Wellington City Council); Sharli-Jo Solomon (Ngāti Toa), and Councillor Kylie Wihapi (Porirua City Council).

Note: In its meeting on 15 November 2018, Te Awarua-o-Porirua Harbour and Catchment Joint Committee was asked to seek agreement for Porirua City Council, Te Rūnaanga o Toa Rangatira, Greater Wellington Regional Council and Wellington City Council (collectively the four Nominated Trustees) to withdraw from the Porirua Harbour and Catchment Community Trust. The advice provided to the Joint Committee is included in this report as **Attachment 1**.

The Joint Committee resolved (moved Cr Baker, seconded Ms Solomon) to:

1. *Receive the report.*
2. *Agree to recommend that Porirua City Council, Te Rūnanga o Toa Rangatira, Greater Wellington Regional Council and Wellington City Council seek amendment to remove permanently the four Nominated Trustees from the Porirua Harbour and Catchment Community Trust, through a Special General Meeting process of the Trust, thereby formally withdrawing from the Trust.*
3. *Agree to recommend that the Porirua City Council, Greater Wellington Regional Council and Wellington City Council share the legal costs equally between the three agencies, up to approximately \$20,000 plus GST and any disbursements for the removal of the nominated trustees from the Trust Deed*
4. *Agree to invite the Porirua Harbour Trust to update the Joint Committee on a regular basis.*

The minutes of the meeting are included as **Attachment 2**.

The Committee recommends:

Recommendation/s



That the Council:

1. Seeks amendment to remove permanently the four Nominated Trustees from the

Porirua Harbour and Catchment Community Trust through a Special General Meeting process of the Trust, thereby formally withdrawing from the Trust.

2. Agrees to share the legal costs equally with Porirua City Council and Greater Wellington Regional Council, up to approximately \$20,000 plus GST and any disbursements for the removal of the nominated trustees from the Trust Deed, including any minor alterations to the Trust Deed.

Attachments

- | | | |
|---------------|--|---------|
| Attachment 1. | Report to Te Awarua-o-Porirua Harbour and Catchment Joint Committee, 15 November 2018 ↓  | Page 9 |
| Attachment 2. | Minutes of 15 November Te Awarua-o-Porirua Harbour and Catchment Joint Committee meeting ↓  | Page 27 |



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6.2 PORIRUA HARBOUR AND CATCHMENT COMMUNITY TRUST

Author: Robyn Steel, Manager City Partnerships
Kaiwhakahaere Pātuitanga Tāone

Authoriser: Darryn Grant, Acting General Manager City Growth and Partnerships
Pouwhakahaere Whakakapi

PURPOSE

The purpose of this report is to seek agreement that Porirua City Council, Te Rūnanga o Toa Rangatira, Greater Wellington Regional Council and Wellington City Council withdraw from the Porirua Harbour and Catchment Community Trust.

RECOMMENDATIONS

That Te Awarua-o-Porirua Harbour and Catchment Joint Committee:

1. Receive the report.
2. Agree to recommend that Porirua City Council, Te Rūnanga o Toa Rangatira, Greater Wellington Regional Council and Wellington City Council seek agreement to remove permanently the four Nominated Trustees from the Porirua Harbour and Catchment Community Trust, through a Special General Meeting process of the Trust, thereby formally withdrawing from the Trust.
3. Agree to recommend that the Porirua City Council, Greater Wellington Regional Council and Wellington City Council share the legal costs equally between the three agencies, for the removal of the nominated trustees from the Trust Deed.

Reports contain recommendations only. Refer to the meeting minutes for the final decision.

BACKGROUND

1. The Porirua Harbour and Catchment Community Trust (PHT) was established in March 2011. The Trust grew out of the Pauatahanui Inlet Community Trust and the desire to see a community environmental trust that worked across the whole of the harbour and catchment.
2. The development of the Trust was supported and facilitated by Porirua City Council, Te Rūnanga o Toa Rangatira, Greater Wellington Regional Council and Wellington City Council.
3. The Trust was established with four Nominated Trustees, which consisted of one Trustee appointed by Te Rūnanga o Toa Rangatira and one Trustee (elected member) appointed from the Greater Wellington Regional Council, Porirua City Council and Wellington City Council. The Trust Deed is appended as attachment one.
4. The PHT has a number of roles but specifically manages the School Environmental Education Programme in the Porirua Harbour Catchment. Alongside this the PHT gives a voice to and for the community regarding the condition and future of the Te Awarua-o-Porirua Harbour and Catchment.
5. Te Awarua-o-Porirua Joint Harbour and Catchment Committee (the Joint Harbour Committee) was established in March 2015. The purpose of the committee was to oversee the development, monitoring, review and implementation of Te Awarua-o-Porirua Harbour and Catchment Strategy and action plan 2012 (Harbour Strategy).
6. In June 2018 the PHT wrote to the Joint Harbour Committee and each of the four nominated trustee agencies seeking input into a review of the direction of the PHT over the next 3-4 years. During consideration of this request, the Joint Harbour Committee began a conversation regarding the ongoing role of the nominated trustees on the PHT.



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7. The outcome of these discussions was that the Joint Harbour Committee recognised that the PHT would be able to better advocate for Te Awarua-o-Porirua Harbour and Catchment without the conflict of the agencies, to whom this advocacy and submissions is often targeted, around the table.
8. The Joint Harbour Committee also recognised that there is some duplication of roles and membership between the Joint Harbour Committee and the PHT. This is apparent in the monitoring of the implementation of the Harbour Strategy and the potential conflicts for members of both entities, which lead to the Joint Harbour Committee questioning the need for Council and Iwi representation on the Trust.
9. The Joint Harbour Committee met with PHT representatives to discuss this issue (1 October 2018) and with the Chairperson of the PHT (18 October 2018) to discuss a proposed pathway forward based on the agencies' (as nominated trustees) withdrawing their membership from the PHT.
10. Legal advice has been received regarding the process to remove the nominated trustees from the PHT.

DISCUSSION AND OPTIONS

Introduction

11. There were three options proposed by the PHT regarding the Nominated Trustees, being:
 - a. That the Nominated Trustees continue as full members of the Trust.
 - b. That the Nominated Trustees become Advisory Trustees, with no voting rights.
 - c. That the Nominated Trustees are removed from the Trust Deed, thereby formally withdrawing from the PHT.

Options

Option One

12. That the Nominated Trustees continue, as currently in the Trust Deed, as full members of the Trust.
13. The PHT and/or members at times advocate for interests or positions that are not aligned with the Councils, Iwi, the Joint Committee, or the Harbour Strategy. This means that nominated trustees could be seen to be in a position contrary to their own agency and the Harbour Strategy.
14. The PHT representatives indicated that they currently enjoy the input and advice of the Council and Iwi Nominated Trustees around the Board table and the PHT preference is for the Nominated Trustees to remain on the PHT.
15. This option is the status quo and does not require any change to the Trust Deed and does not address the identified issues.

Option Two

16. That the Nominated Trustees change to Advisory Trustees. Advisory Trustees are not full members of the Trust and do not have voting rights. The PHT discussed that the nominated representative from the three councils and Te Rūnanga o Toa Rangatira would receive the agenda and minutes but only needed to attend PHT meetings when they wished or were particularly requested to.
17. Option two does not remove the issue of conflict for the Nominated Trustees and their agencies, when dealing with advocacy issues however retains the input of the three Councils and Iwi at an advisory level on the Board.



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18. This option would require a change to the Trust Deed to remove 'Nominated Trustees' and associated provisions, thereby inheriting the cost of changing the Trust Deed, as per legal advice in paragraph 23.

Option Three

19. That the Nominated Trustees seek agreement from the PHT, through the Special General Meeting process of 75% approval, to be removed as Trustees from the PHT.
20. PHT would be able to better advocate for Te Awarua-o-Porirua Harbour and Catchment without the conflict of the agencies, to whom advocacy and submissions are often targeted, around the table.
21. With the option of Nominated Trustees withdrawing from the Trust other mechanisms to maintain a relationship between the Trust and the Councils and Iwi in the future would be important. These would include regular deputations at the Joint Harbour Committee meetings by the PHT and the continuation of relationships between Council staff and the PHT Trustees.
22. This option would require a change to the Trust Deed thereby incurring a cost as per the legal advice outlined below in paragraph 23.

Legal Advice

23. Legal advice from Maude Miller suggests that there are two options to withdraw from the PHT.
- a. The Trust Deed should be changed to remove all reference to the Nominated Trustees, or
 - b. The PHT could be liquidated and the net proceeds distributed to a new Charitable Trust set up in its place. Provided the 75% special resolution can be obtained, liquidating the PHT, establishing and registering the new Trust could take 2-4 months and cost between \$5-10,000 + GST and disbursements.
24. Maude Miller have advised that to change a Trust Deed and remove all reference to the Nominated Trustees and all future liability (a.) will cost approximately \$20,000+GST and any disbursement.
25. The option of the PHT Trust Deed being changed to remove all reference to Nominated Trustees, as opposed to a new Charitable Trust being established is considered less disruptive to both the PHT and the education programme that it currently runs. However establishing and registering a new Trust is the simpler and more cost effective option.
26. It is proposed that the cost to change the Trust Deed would be shared equally between the three Councils.

Recommended Option

27. The recommended option is that the Porirua City Council, Te Rūnanga o Toa Rangatira, Greater Wellington Regional Council and Wellington City Council agree to withdraw membership from the PHT and subsequently seek agreement with the PHT to permanently remove the four Nominated Trustees, representing each agency, from the PHT, thereby formally withdrawing from the Trust.
28. This option requires a change to the Trust Deed at a cost of \$20,000 +GST and any disbursements. It is proposed that this cost is shared equally between the three Councils.



CONCLUSION

29. It is proposed that the Nominated Trustees are withdrawn from the Porirua Harbour and Catchment Community Trust so that the agencies, to whom PHT advocate and provide submissions, are not around the table as Board Trustees.

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SUPPORTING INFORMATION

CONTRIBUTION TO COUNCIL'S STRATEGIC DIRECTION

"The issues in this report contribute to the strategic priorities of:

A healthy and protected harbour and catchment.

FINANCIAL CONSIDERATIONS

Cost

Legal advice from Maude Miller suggests that the Trust Deed should be changed to remove all references to the Nominated Trustees. This is subject to the Charitable Trusts Act 1957. This may cost up to \$20,000 + GST and any disbursements.

This process would need to be worked through further

Financial Implications

This is a non-budgeted item.

Funding Source

It is proposed that the cost of changing the Trust Deed is shared equally between the three Councils.

STATUTORY REQUIREMENTS

Any changes to the Trust Deed are subject to Part 3 of the Charitable Trusts Act 1957.

TREATY CONSIDERATIONS

There are no Treaty implications identified in relation to the issues in this report. Te Rūnanga o Toa Rangatira continue as a member of Te Awarua-o-Porirua and Catchment Joint Committee.

ATTACHMENTS

- 1. Porirua Harbour and Catchment Community Trust - Trust Deed**



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**TRUST DEED
ESTABLISHING
THE PORIRUA HARBOUR AND CATCHMENT COMMUNITY TRUST**

DATED this *11th* day of *March* 2011

PARTIES

Wiremu Wineera of Porirua City, delegate of Te Runanga O Toa Rangatira

Liz Kelly of Porirua City, Councillor of Porirua City Council

Jenny Brash of Porirua City, Councillor of Greater Wellington Regional Council

Ngairu Best of Wellington City, Councillor of Wellington City Council

Grant Baker of Papakowhai, Porirua City

Lindsay Gow of Whitby, Porirua City

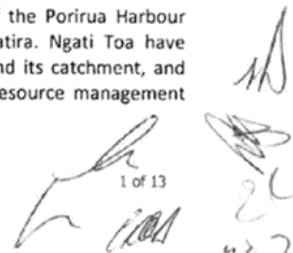
John Morrison of Churton Park, Wellington City

John Wells of Whitby, Porirua City

BACKGROUND

- A. The Porirua Harbour, comprising the Onepoto Arm and the Pauatahanui Inlet and the outer harbour, is the centrepiece of Porirua City. The Harbour contains the largest estuary system in the lower North Island. As well as having a nationally significant wildlife area, the estuary has cultural, recreational, economic, ecological and other values. The whole harbour forms one inter-related, interdependent ecosystem.
- B. The Porirua Harbour catchment stretches 28km from near Pukerua Bay in the north to Johnsonville in the south and the Elsdon/Onepoto ridgeline in the west to the Belmont Regional Park and beyond the ridgeline in the east. It includes the urban areas of Porirua and North Wellington and is dissected by State Highways 1 and 58, and the North Island Main Trunk railway line. It is expected a number of significant developments will occur in the catchment, including an anticipated 50% of the Wellington region's proposed urban growth by 2030.
- C. The Porirua Harbour catchment is administered by three local authorities: Greater Wellington Regional Council, Porirua City Council and Wellington City Council.
- D. Ngati Toa Rangatira have mana whenua status in the area of the Porirua Harbour catchment and are represented by Te Runanga o Toa Rangatira. Ngati Toa have specific traditional and ongoing interests in Porirua Harbour and its catchment, and exercise their role as kaitiaki through customary fishing and resource management processes.

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- E. Te Runanga O Toa Rangatira in partnership with Porirua City Council and with Greater Wellington Regional Council, Wellington City Council and other agencies intend to prepare and implement a "Porirua Harbour and Catchment Strategy". The aim of the strategy is to improve management of the harbour and its catchment.
- F. The parties hereto recognise the value of having an independent advocate for Porirua Harbour and its catchment and have agreed to form a Charitable Trust called The Porirua Harbour and Catchment Community Trust.

THIS DEED RECORDS:

1.0 DEFINITIONS

- 1.1 In this Trust Deed the following terms shall mean where the context so requires or admits:

"Appointed Trustees" means those persons who are appointed as members of the Trust Board under clauses 7.10 –7.12.

"Founding Trustees" means the persons named as parties to the Trust Deed.

"Nominated Trustees" means those members of the Trust Board who are appointed under clause 7.2.

"Public notification" means notification in the "Public Notices" column of a newspaper or newspapers circulating in the locality of the Porirua Harbour and catchment or by other appropriate written media.

"Special Meeting" is a meeting at which it is proposed that a Special Resolution be passed.

"Special Resolution" means a resolution passed at a meeting of the Trust Board at which seventy five percent (75%) of the Trustees present and voting, vote in favour of the resolution.

"Trust" means the Trust established by this Trust Deed known as the Porirua Harbour and Catchment Community Trust.

"Trust Board" means the Founding Trustees, Appointed Trustees and Nominated Trustees during their term of office and such other persons as shall be appointed from time to time in substitution therefore or in addition thereto.

"Trust Deed" means the body of this Deed as amended or varied from time to time.

"Trustees" means the individual members of the Trust Board.

"Trust Fund" means all investments, property or cash hereinafter transferred and vested in the Trust Board to be held in accordance with the terms of the Trust Deed.

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2.0 GOVERNING LAW

This Trust Deed and the trusts hereof shall be governed by and construed in accordance with the law for the time being in force in New Zealand.

3.0 ESTABLISHMENT OF THE TRUST

- 3.1 The Founding Trustees with a general intention of charity desire to create the Trust.
- 3.2 The Trust shall comprise the Trust Fund from time to time held by or within the control of the Trust Board under the Trust Deed including the income arising from the Trust Fund and any accumulation of such income.
- 3.3 The Trust Fund shall be held on trust by the Trust Board and shall be managed and administered on the terms contained in this Trust Deed.
- 3.4 The Trust shall commence upon execution of the Trust Deed and shall continue until termination under clause 18.0.

4.0 INCORPORATION

- 4.1 The Trust shall be incorporated in accordance with the provisions of the Charitable Trusts Act 1957 and registered with the Registrar of Charities under the Charities Act 2005 under the name of the Porirua Harbour and Catchment Community Trust.
- 4.2 The registered office of the Trust shall be 16 Cobham Court, Porirua 5240.
- 4.3 The address for communication is PO Box 50078, Porirua 5240.

5.0 OBJECTIVES

The objectives of the Trust are to promote the sustainable management of the Porirua Harbour and its catchment by:

- (a) Advocating for the sustainable management of the harbour and its catchment;
- (b) Fostering the understanding of ecological and environmental issues associated with the harbour and its catchment through education and community awareness;
- (c) Coordinating input from community groups on issues relating to the harbour and its catchment;
- (d) Supporting, promoting and contributing to programmes and projects aimed at improvements to the Porirua Harbour and its catchment, where appropriate; and
- (e) Engaging in any other activities and processes that are complementary to any of the forgoing objectives.

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6.0 DECLARATION OF TRUST

- 6.1 In furtherance of the objects of the Trust the Trust Board will stand possessed of the Trust Fund in perpetuity and shall hold the Trust Fund and the income earned from the Trust Fund upon the trusts set forth in the Trust Deed including the powers and provisions expressed concerning the same.
- 6.2 The Trust Board is authorised to accept as part of the Trust Fund any gifts, donations, bequests, devises, settlements or other disposition in money or money's worth to or in favour of the Trust Board and may, if appropriate, retain them in their original form without selling or converting the same into money and shall hold all upon trust for the general purposes of the Trust.

7.0 THE TRUST BOARD

- 7.1 The Founding Trustees are the Parties listed at the front of the Trust Deed.
- 7.2 Notwithstanding clause 7.6, the term of appointment of the Founding Trustees shall be for two (2) years. The Founding Trustees shall be eligible for reappointment in accordance with clause 7.5 or 7.11.
- 7.3 The Trust Board shall consist of not less than eight (8) persons and not more than fourteen (14) persons of whom four (4) shall be Nominated Trustees and the remainder Appointed Trustees.
- 7.4 Following registration and incorporation under the Charities Act 2005 and the Charitable Trusts Act 1957 the Founding Trustees shall meet within two (2) months to appoint up to six (6) further Trustees. Before appointing further Trustees the Trust Board shall call for applications in the manner set out in clauses 7.11 and 7.12.
- 7.5 The Nominated Trustees shall comprise:
- (a) One (1) Trustee appointed by Te Runanga O Toa Rangatira Incorporated (or its successor).
 - (b) One (1) Trustee appointed by the Greater Wellington Regional Council (or its successor) from its elected members;
 - (c) One (1) Trustee appointed by the Porirua City Council (or its successor) from its elected members;
 - (d) One (1) Trustee appointed by the Wellington City Council (or its successor) from its elected members;

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- 7.6 The Nominated Trustees may be removed and replaced at any time by the respective persons entitled to appoint them.
- 7.7 The Appointed Trustees shall comprise those persons who are appointed to the Trust Board by the Appointments Committee pursuant to clauses 7.10-7.13 or re-appointed by the Trust Board pursuant to clause 7.8.
- 7.8 The term of appointment of each Appointed Trustee shall expire at the end of three (3) years from the date of his or her appointment provided always that he or she shall be eligible for re-appointment by the Trust Board from time to time.
- 7.9 No Appointed Trustee shall hold office continuously for any period exceeding nine (9) years.
- 7.10 The Appointments Committee shall for the first year of the Trust initially comprise the Founding Trustees. Thereafter any Appointments Committee shall consist of up to six (6) Trustees consisting of up to two (2) Nominated Trustees, the Chair of the Trust and up to three (3) Appointed Trustee selected by the Trust Board, as is necessary from time to time provided that the Appointments Committee must not consist of 50% or more of Nominated Trustees appointed by one or more of Greater Wellington Regional Council, Porirua City Council or Wellington City Council.
- 7.11 The Trust Board may from time to time resolve that the Appointments Committee appoint Additional and/or Replacement Trustees.
- 7.12 Additional and Replacement Trustees will be appointed from applications received following public notification, in the manner set out in clause 1.1, within such time as stipulated by the Trust Board.
- 7.13 In considering the appointment of additional or replacement Appointed Trustees, the Appointments Committee shall ensure a balance of interests are represented on the Trust Board at all times, including the interests of community, environmental and recreational groups and private landowners.
- 7.14 The Trust Board may also appoint as advisors to the Trust Board from time to time Advisory Trustees, being persons with specialised knowledge and interests in relation to the objects of the Trust. Such appointments may be reviewed by the Trust Board at any time.
- 7.15 Advisory Trustees shall not be members of the Trust Board by virtue of their appointment as Advisory Trustees.
- 7.16 Every Trustee or Advisory Trustee shall be entitled to seek reimbursement out of the Trust Fund for the reasonable travel, accommodation and other expenses properly incurred by the Trustee or Advisory Trustee in attending meetings of the Trust Board or while engaged on the activities of the Trust Board and which are approved by Special Resolution at a duly convened special meeting of the Trust Board.

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Handwritten signatures and initials, including a large signature, initials 'AD', 'EK', and '22', and the text '5 of 13'.



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8.0 DISQUALIFICATION OF MEMBERS OF THE TRUST BOARD OR ADVISORY TRUSTEES

The appointment of any Trustee or Advisory Trustee shall immediately cease if he or she:

- (a) Is disqualified from being an Officer under section 16 of the Charities Act.
- (b) Becomes bankrupt or suspends payment or compounds with his or her creditors generally;
- (c) Is declared or found to be mentally disordered or is confined as a mentally disordered person or becomes of unsound mind or incapable of performing his or her duties;
- (d) By giving three (3) months notice in writing to the Trust Board resigns office;
- (e) Dies;
- (f) Without leave of the Trust Board is absent more than fifty per cent (50%) of meetings of the Trust Board held pursuant to clause 9.2 or clause 9.3 over a twelve (12) month period; or
- (g) Is guilty of any grave misconduct likely to reflect unfavourably upon or damage the reputation of the Trust Board and the Trust Board resolves by Special Resolution that her or his appointment should immediately cease as a result.

9.0 PROCEEDINGS OF THE TRUST BOARD

- 9.1 To the extent not otherwise provided for in the Trust Deed the Trust Board may from time to time make such regulations as to its meetings and as to its proceedings (including the appointment of subcommittees and delegations of its powers) as it shall think fit.
- 9.2 The Trust Board shall hold its first meeting within two (2) months from the date of execution of the Trust Deed and shall meet a least every two (2) months thereafter.
- 9.3 Subsequent meetings of the Trust Board shall be held at such times and places as are appointed:
 - (a) By the Chairperson; or
 - (b) By a majority of the Trustees;and shall be preceded (unless such requirement be waived) by fourteen (14) days notice in writing to the Trustees entitled to attend any such meeting.
- 9.4 The quorum necessary for a special meeting of the Trust Board shall be seventy five percent (75%) of the number of Trustees.

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- 9.5 Subject to clause 9.4 the quorum necessary for the transaction of business at meetings of the Trust Board shall be the majority of the number of Trustees, or four (4) Trustees, whichever is greater.

- 9.6 Questions arising at any meeting of the Trust Board shall be decided by a majority of votes. Each Trustee shall have one vote and a determination by a majority of Trustees present shall for all purposes be deemed a determination of the Trust Board. In case of an equality of votes the Chairperson shall have a second or casting vote. Nothing in this clause shall apply to any business or question which must be transacted or determined by the Trust Board by way of Special Resolution.

- 9.7 Any business which may be done by the Trust Board at a meeting may be done by a Special Resolution passed, without a meeting or any previous notice being required, by means of an entry in the Trust Board's minute book signed by at least seventy five percent (75%) of the Trustees. A copy of a Special Resolution signed by a Trustee and transmitted by facsimile shall be accepted as due compliance with the provision of this clause for the purposes of entry of a resolution in the Trust Board's minute book. If such a procedure is adopted the Secretary of the Trust Board shall within fourteen (14) days after any resolution is passed in this manner send to every Trustee by or on behalf of whom the entry has not been signed a copy thereof, including the signatures.

- 9.8 Advisory Trustees shall be entitled to be present (other than when the Trust Board is in committee) and speak at meetings of the Trust Board but shall not be entitled to vote.

- 9.9 The Trust Board may act for all purposes notwithstanding any vacancy in their number and all proceedings at any meeting of the Trust Board shall be valid and effectual notwithstanding that it may afterwards be discovered that any Trustee is not properly qualified.

- 9.10 The Founding Chairperson shall be elected by the Founding Trustees and shall hold office until the first Annual General Meeting of the Trust Board at which he or she shall be eligible for re-election to that office. At each subsequent Annual General Meeting of the Trust Board the Trust Board shall elect a Chairperson who shall hold office for that year. If at any meeting the Chairperson is not present within fifteen (15) minutes after the time appointed for holding the meeting the Trustees present may choose one of their number to be Chairperson of the meeting.

- 9.11 The Trust Board shall appoint a Secretary and shall cause minute books to be kept of the proceedings at meetings of the Trust Board and shall cause entries to be made therein of all resolutions put to the vote and of the result of the voting and any such minutes signed by the Chairperson or by a Trustee appointed by the Trust Board for that purpose and who was present at the meeting shall be conclusive evidence of the due passing of any resolution and the amount of the majority voting in favour thereof.

- 9.12 The Trust Board shall hold an Annual General Meeting in every year within three (3) months of the end of the financial year for the purposes of electing a Chairperson, receiving and approving the annual report and financial

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statements of the Trust, and, to appoint an auditor and for such other general business as the Trust Board shall think fit. The Trust Board shall give not less than three (3) weeks prior notice of such meeting by public notification.

10.0 TRUST BOARD POWERS

The Trust Board shall have the following powers.

- (a) To employ such staff as may be necessary to administer the affairs of the Trust Board.
- (b) To do all such acts or things as shall be necessary to enable the Trust Board to carry out the objects of the Trust.
- (c) To expend money from the income and the capital of the Trust Fund to achieve the objects of the Trust
- (d) To promote or undertake research and any and all such other powers as considered are necessary, desirable or likely to facilitate the attainment of the objects of the Trust.

11.0 PERSONAL BENEFIT

- 11.1 Any income, benefit or advantage shall be applied to the objectives of the Trust.
- 11.2 No Trustee or any person associated with a Trustee or an Advisory Trustee shall participate in or materially influence any decision made by the Trust Board in respect of the payment to or on behalf of that trustee or Advisory Trustee or associate person of any income, benefit, of advantage whatsoever. Any such income paid shall be reasonable and relative to that which would be paid in an arms length transaction (being open market value).
- 11.3 It shall be the duty of a Trustee or Advisory Trustee who is in any way directly or indirectly interested in any contract or other matter with the Trust Board to declare the nature of his or her interest at the meeting of the Trust Board at which the contract or matter is under discussion, but failure to do so will not disqualify the Trustee or invalidate the contract or any other matter in which their interest lies.
- 11.4 A Trustee who is interested shall not be entitled to vote on any issue related to the contract or matter in which the interest lies.
- 11.5 A Trustee shall be deemed to have an interest in any matter in which he or she would be reasonably be regarded as likely to be influenced materially to prefer interests other than those of the Trust, or any other affected party, for reasons of personal advantage or the advantage of business or family associates.
- 11.6 If any question shall arise at any meeting as to the materiality of a Trustee's interest or as to the entitlement of any Trustee to vote and such question is not resolved by the Trustee voluntarily agreeing to abstain from voting, such

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question shall be referred to the Chairperson of the meeting and his or her ruling in relation to any such Trustee shall be final and conclusive.

11.7 The provisions and effects of clauses 11.1 to 11.6 (inclusive) and this clause 11.7 shall not be removed from this deed and shall be implied into any document replacing this deed.

12.0 LIABILITY FOR BREACHES OF TRUST

No Trustee or subcommittee purporting to exercise its powers hereunder shall be liable for any loss unless attributable either to the dishonesty of that person or to the wilful commission or omission of any act known by that person to be a breach of trust.

13.0 LIMITATION OF LIABILITY OF THE TRUST BOARD

The liability of the Trust Board or any Trustee shall at all times be limited to the assets of the Trust.

14.0 BANK ACCOUNT

The Trust Board shall maintain a bank account for the Trust at such bank as shall from time to time be nominated by the Trust Board. All moneys belonging to the Trust Board shall as and when received be paid into or deposited with such bank to the credit of such account. All cheques and other negotiable instruments shall be drawn in the name of the Trust Board and shall be signed, countersigned or endorsed in such manner as the Trust Board shall determine from time to time and at no stage shall it be less than two (2) Trustees.

15.0 BOOKS OF ACCOUNT

15.1 The Trust Board shall keep or cause to be kept proper accounts in respect of all receipts and payments on account of the Trust Board and of all dealings connected therewith. As soon as practicable after the end of each year the Trust Board shall prepare or cause to be prepared a statement showing the financial position of the Trust Board at the conclusion of that year including a Statement of the Financial Position and a Statement of Financial Performance for that year and shall publish such statements as part of an annual report to the Trust Board.

15.2 The financial year shall commence on the 1st day of July in each and every year and conclude on the 30th day of June in the following year.

16.0 AUDIT

A person appointed by the Trust Board shall audit the books of account as soon as convenient after the conclusion of each financial year.

17.0 AMENDMENTS TO TRUST DEED

17.1 Subject to the other provisions of this clause 17, the Trust Board may, at any time or times, by deed first authorised by a Special Resolution at a properly convened meeting of the Trust Board for which public notification has been

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given, revoke add to or vary all or any of the Trust's beneficial interests powers and discretions set out in the Trust Deed.

17.2 No part of the Trust Fund or the income from the Trust Fund shall become subject to any trusts other than trusts for charitable purposes.

17.3 The Trust Board must obtain the prior written approval of the Inland Revenue Department to any proposed removal or amendment of clause 5(Objectives), clause 11.7 (Personal benefit) or clause 19.0 (Termination) prior to passing any Special Resolution pursuant to clause 17.1 in respect of such same.

17.4 When considering any proposed variation to the Trust Deed the Trust Board shall as far as practicable preserve the integrity of the Trust's original purpose and intent by departing from such purpose only to such extent as may be considered necessary or desirable given changed circumstances in order to fulfil objectives as nearly and closely aligned as possible with the Trust's original purpose and intent.

17.5 The provisions and effects of this clause 17, shall not be removed from this document and shall be included and implied into any document replacing this document.

18.0 COMMON SEAL

Upon incorporation of the Trust in accordance with clause 4.0 the Trust Board shall procure a common seal for the Trust and shall provide for its custody. Any document required to be signed under the common seal shall be attested to by any two (2) Trustees.

19.0 TERMINATION

19.1 The Trust shall terminate and be liquidated and dissolved if:

- (a) the Trust Board resolves by Special Resolution that the Trust shall be liquidated, or
- (b) the Trust is liquidated by law.

19.2 Following a Special Resolution to liquidate the Trust the Trust Board shall realise or dispose of the Trust Fund as soon as reasonably practicable in accordance with clause 19.3.

19.3 The Trust Fund or the proceeds resulting from the trust fund shall be applied by the Trust Board upon the liquidation in the following order:

- (a) first in meeting all costs, expenses and liabilities of the Trust, including the costs and expenses of liquidating the Trust, and setting aside any amount that the Trust Board considers necessary or desirable (having regard to generally accepted accounting practices) in respect of any contingent liability of the Trust, and

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(b) secondly in the payment or distribution (by instalments if the Trust Board considers it appropriate) of the remaining Trust Fund to another charitable organisation in the Porirua City Region approved by the Trust Board as being as similar as is practicable to those for which the Trust was established.

19.4 If pursuant to sub clause 19.3(b) the Trust Board is unable to decide on the recipient or recipients of the remaining trust fund then the remaining trust fund shall be disposed of in accordance with the directions of the High Court pursuant to section 27 of the Charitable Trusts Act 1957.

19.5 Subject to the provisions of clause 19.1(a), on liquidation no part of the Trust Fund shall be paid, applied or transferred except in accordance with the objects of the Trust, and no private pecuniary profit, benefit or advantage shall be made by any Trustee from the Trust, except in accordance with clauses 7.16 and 10(a).

THIS DEED WITNESS

Signed by *Wizamu Wimeru*)
as Trustee)
in the presence of:)

Witness signature:

Witness name:

Daniel L. Baker
Solicitor
Wellington & Porirua City

Occupation:

Address:

Signed by *Lia Kelly*)
as Trustee *Lia Kelly*)
in the presence of:)

Witness signature:

Witness name:

Daniel L. Baker
Solicitor
Wellington & Porirua City

Occupation:

Address:

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Signed by *Jenny Prash*
as Trustee)
in the presence of:)

Witness signature:

Witness name:

Occupation:

Address:

[Signature]
Daniel L. Beker
Solicitor
Wellington & Porirua City

Signed by *Ngare Best*
as Trustee)
in the presence of:)

Witness signature:

Witness name:

Occupation:

Address:

[Signature]
Daniel L. Beker
Solicitor
Wellington & Porirua City

Signed by *Grant Andrew Aaron*
as Trustee)
in the presence of: *babel*)

Witness signature:

Witness name:

Occupation:

Address:

[Signature]
Daniel L. Beker
Solicitor
Wellington & Porirua City



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Signed by *Lindsay Gray*
as Trustee
in the presence of: *[Signature]*

Witness signature: *[Signature]*

Witness name: **Daniel L. Beker**

Occupation: **Solicitor
Wellington & Porirua City**

Address: _____

Signed by *John Morris*
as Trustee
in the presence of: *[Signature]*

Witness signature: *[Signature]*

Witness name: **Daniel L. Beker**

Occupation: **Solicitor
Wellington & Porirua City**

Address: _____

Signed by *John Wells*
as Trustee
in the presence of: *[Signature]*

Witness signature: *[Signature]*

Witness name: **John P. Gray**

Occupation: **Solicitor
Wellington & Porirua City**

Address: _____

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ORDINARY MEETING
of
**Te Awarua-o-Porirua Harbour and
Catchment Joint Committee**

UNCONFIRMED MINUTES

Time: 3:00 pm
Date: Thursday, 15 November 2018
Venue: Council Chamber
Level 2
16 Cobham Court
Porirua City

Present

Councillor Anita Baker (Chairperson)
Mayor Tana
Councillor Peter Gilbert
Ms Sharli-Jo Solomon

In Attendance

Robyn Steel	Manager City Partnerships
Keith Calder	Porirua Harbour Strategy Coordinator
Dr Megan Oliver	Team Leader, Marine and Freshwater Team
Claire Conwell	Senior Environmental Advisor
Ged Lynch	Senior Committee Advisor

**1 APOLOGIES**

Moved: Councillor Anita Baker
Seconded: Ms Sharli-Jo Solomon

RESOLVED 2018/6

That the apologies received from Councillors Donaldson and Wihapi be accepted.

CARRIED

Councillor Gilberd joined the meeting at 3:03pm.

2 PUBLIC FORUM

The following member of the public addressed the meeting:

Mr Mark Neeson spoke to Item 6.2 of the agenda, *Porirua Harbour and Catchment Community Trust*. Mr Neeson requested that staff:

- Consider associated costs exiting the Trust.
- Note that more information will be available and a full range of options should be considered.
- The Trust may not be in a position to come to a conclusion about its future until February 2019.

3 CONFLICT OF INTEREST DECLARATIONS

No conflict of interest declarations were received.

4 NOTIFICATION OF EXTRAORDINARY BUSINESS

No items not on the agenda were received.

5 CONFIRMATION OF MINUTES

Moved: Councillor Anita Baker
Seconded: Councillor Peter Gilberd

RESOLVED 2018/7

That the minutes of the Te Awarua-o-Porirua Harbour and Catchment Joint Committee held on 20 September 2018 be confirmed as a true and complete record.

CARRIED



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6 REPORTS

Secretarial Note

Councillor Baker noted this was Mr Calder's last meeting for Te Awarua-o-Porirua Harbour and Catchment Joint Committee and the contribution he made to the work of the Joint Committee was also noted.

6.1 QUARTERLY REPORT - NOVEMBER 2018

The Joint Committee were given an update of Te Awarua-o-Porirua Harbour and Catchment Strategy and Action Plan projects in 2018/19 for the period July to October 2018 including significant projects since this time.

Moved: Councillor Anita Baker
Seconded: Ms Sharli-Jo Solomon

RESOLVED 2018/8

That Te Awarua-o-Porirua Harbour and Catchment Joint Committee:

1. Receive the report

CARRIED

Secretarial Note

The meeting noted the passing of Professor John Wells and the contribution made by him to the Pauatahanui Inlet.

6.2 PORIRUA HARBOUR AND CATCHMENT COMMUNITY TRUST

The Joint Committee was asked to seek agreement for Porirua City Council, Te Rūnanga o Toa Rangatira, Greater Wellington Regional Council and Wellington City Council to withdraw from the Porirua Harbour and Catchment Community Trust.

Secretarial Note

The Chair requested that the following words be added to recommendation 3:

- *up to approximately \$20,000 + GST and any disbursements*
- *This will include any minor alterations to the Trust Deed.*

and a further Chair's recommendation was included:

- *Agree to invite the Porirua Harbour Trust to update the Joint Committee on a regular basis.*

Moved: Councillor Anita Baker
Seconded: Ms Sharli-Jo Solomon

RESOLVED 2018/9

That Te Awarua-o-Porirua Harbour and Catchment Joint Committee:

1. Receive the report.
2. Agree to recommend that Porirua City Council, Te Rūnanga o Toa Rangatira, Greater Wellington Regional Council and Wellington City Council seek agreement to remove permanently the four Nominated Trustees from the Porirua Harbour and Catchment Community Trust, through a Special General Meeting process of the



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Trust, thereby formally withdrawing from the Trust.

- 3. Agree to recommend that the Porirua City Council, Greater Wellington Regional Council and Wellington City Council share the legal costs equally between the three agencies, up to approximately \$20,000 plus GST and any disbursements for the removal of the nominated trustees from the Trust Deed. This will include any minor alterations to the Trust Deed.
- 4. Agree to invite the Porirua Harbour Trust to update the Joint Committee on a regular basis

CARRIED

6.3 PRESENTATION - SCIENCE UPDATE ON MONITORING AND RESEARCH IN THE PORIRUA HARBOUR AND CATCHMENT

A presentation was given to provide Te Awarua-o-Porirua Harbour and Catchment Joint Committee with a science update on monitoring and research in the Porirua Harbour and Catchment.

Moved: Councillor Anita Baker
Seconded: Councillor Peter Gilbert

RESOLVED 2018/10

That Te Awarua-o-Porirua Harbour and Catchment Joint Committee:

- 1. Receive the report.

CARRIED

The meeting closed at 4:38pm.

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CHAIRPERSON	DATE
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REPORT OF THE CITY STRATEGY COMMITTEE MEETING OF 6 DECEMBER 2018

Members: Mayor Lester, Councillor Calvert, Councillor Calvi-Freeman, Councillor Dawson, Councillor Day, Councillor Fitzsimons, Councillor Foster, Councillor Free, Councillor Gilberd, Councillor Lee, Councillor Marsh, Councillor Pannett (Chair), Councillor Sparrow, Councillor Woolf, Councillor Young.

The Committee recommends:

ALCOHOL CONTROL BYLAW

Recommendation/s

That the Council:

1. Adopts the attached Alcohol Control Bylaw.

Attachments

Attachment 1. Proposed Alcohol Control Bylaw [↓](#) 

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Proposed Wellington City Council Alcohol Control Bylaw

Made pursuant to sections 145 and 147 of the Local Government Act 2002

1. Purpose

The purpose of this part of the bylaw is to control the consumption or possession of alcohol in public places to reduce alcohol-related harm.

2. Interpretation

2.1 In this part of the bylaw, unless the context otherwise requires:

Alcohol has the meaning given by section 5(1) of the Sale and Supply of Alcohol Act 2012

Alcohol Ban Area means that area including the Wellington Central Area, Oriental Bay, Mt Victoria Lookout, Mt Victoria, Aro Valley, Central Park, Mt Cook and Newtown as shown in the Alcohol Ban Area map attached as Schedule A.

Public place has the meaning given by section 147 of the Local Government Act 2002

Note: as at [insert date bylaw in force] the definition of a public place in section 147 of the Local Government Act 2002 is:

...a place that is open to or is being used by the public, whether free or on payment of a charge, and whether any owner or occupier of the place is lawfully entitled to exclude or eject any person from it; but does not include licenced premises.

Most areas where an encroachment licence has been granted will not be "public places" within this definition and will therefore not be subject to this part of the bylaw. A case-by-case assessment will be made.

3. Alcohol Ban

3.1 Every person is prohibited from consuming, bringing into, or possessing alcohol in any public place (including in a vehicle), in the Alcohol Ban Area. This prohibition is effective at all times.

Note: The exceptions listed in section 147(4) of the Local Government Act 2002 apply. These provisions provide certain exceptions for the transport of alcohol in an unopened container and exempt licenced premises from the bylaw.

4. Signage

4.1 The Council may erect signage within public places covered by this bylaw to provide information to the public on the terms of the bylaw. The size, location and terms of this signage shall be at Council's discretion. To avoid any doubt, the absence of signage in any public place does not authorise breach of this part of the bylaw.

5. Council Permission

5.1 Any person may apply to the Council for permission for any activity that would otherwise be in breach of a prohibition under clause 3.

5.2 Any application under clause 5.1 must be made in writing using an application form approved by the Chief Executive of the Council and must be lodged with the Council no later than 10 working days before the date on which the activity is to occur. Fees may be prescribed by resolution for processing these permissions.

6. Offences

6.1 Every person commits an offence who:

- a. consumes or possesses any alcohol in, or brings alcohol into, a public place in breach of a prohibition under clause 3; or
- b. breaches, or permits a breach of, the terms of any Council permission granted pursuant to clause 5.

6.2 Every person who commits an offence under this part of the bylaw is liable to a penalty under the Local Government Act 2002.

Note:

As at [insert date of bylaw], the penalty for breaching an alcohol ban is an infringement fee of \$250 under the Local Government (Alcohol Ban Breaches) Regulations 2013.

7. Enforcement

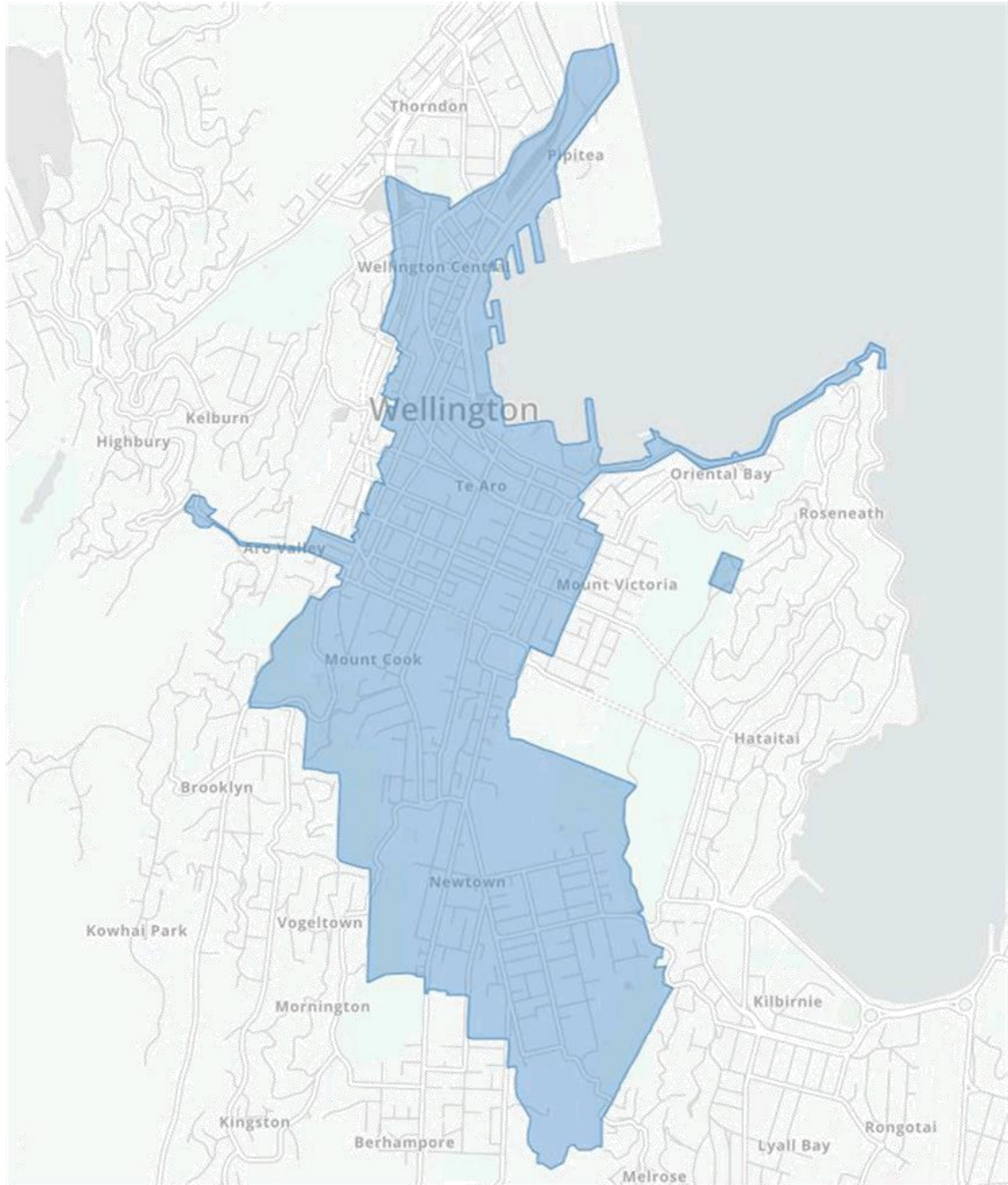
7.1 In addition to all the general powers granted under the Local Government Act 2002, this part of the bylaw specifically authorises any member of the New Zealand Police to exercise the power under section 170(2) of the Local Government Act (to search a container or vehicle immediately and without further notice) on specified dates or in relation to specified events notified in accordance with section 170(3) of that Act.

Note:

Under section 169 and 170 of the Local Government Act 2002, Police have powers of search, arrest and seizure in relation to alcohol bans.

Effective from

Schedule A: Alcohol Ban Area



4. Public Excluded

Recommendation

That the Council:

1. 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 Appointment of Directors and Trustees to Council Controlled Organisations	7(2)(a) The withholding of the information is necessary to protect the privacy of natural persons, including that of a deceased person.	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.
4.2 Public Excluded Report of the City Strategy Committee Meeting of 6 December 2018	7(2)(b)(ii) The withholding of the information is necessary to protect information where the making available of the information would be likely unreasonably to prejudice the commercial position of the person who supplied or who is the subject of the information. 7(2)(h) The withholding of the information is necessary to enable the local authority to carry out, without prejudice or disadvantage, commercial activities. 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.