

ORDINARY MEETING

OF

WELLINGTON CITY COUNCIL

AGENDA

Time: 9:30 am
Date: Wednesday, 26 February 2020
Venue: Ngake (16.09)
Level 16, Tahiwī
113 The Terrace
Wellington

MEMBERSHIP

Mayor Foster
Councillor Calvert
Councillor Condie
Councillor Day
Councillor Fitzsimons
Councillor Foon
Councillor Free (Deputy Mayor)
Councillor Matthews
Councillor O'Neill
Councillor Pannett
Councillor Paul
Councillor Rush
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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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

At the appropriate time, the following karakia will be read to close the meeting.

Unuhia, unuhia, unuhia ki te uru tapu nui	Draw on, draw on
Kia wātea, kia māmā, te ngākau, te tinana,	Draw on the supreme sacredness
te wairua	To clear, to free the heart, the body
I te ara takatū	and the spirit of mankind
Koia rā e Rongo, whakairia ake ki runga	Oh Rongo, above (symbol of peace)
Kia wātea, kia wātea	Let this all be done in unity
Āe rā, kua wātea!	

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 12 December 2019 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.

2. General Business

REQUEST TO ADOPT THE INTERNATIONAL HOLOCAUST MEMORIAL ALLIANCE DEFINITION OF ANTISEMITISM

Purpose

1. This report asks the Council to consider adopting the definition of antisemitism agreed by the International Holocaust Memorial Alliance (IHRA). This was requested by the Wellington Regional Jewish Council.

Summary

2. The following non-legally binding working definition of antisemitism was adopted in 2016 by the IHRA.
3. "Antisemitism is a certain perception of Jews, which may be expressed as hatred toward Jews. Rhetorical and physical manifestations of antisemitism are directed toward Jewish or non-Jewish individuals and/or their property, toward Jewish community institutions and religious facilities." The full statement is attached as Attachment 1.
4. The adoption of this statement will enable the Council to assert that as a city Wellington does not support racism, of which antisemitism is one of the many forms in which it is expressed.

Recommendation/s

That the Council:

1. Receive the information.
2. Agree to adopt the International Holocaust Memorial Alliance definition of antisemitism as per **Attachment 1**.
3. Note that this statement encompasses a wider view that racism in its many forms is not accepted within Wellington City.

Background

5. On 20 August 2019, the Wellington Regional Jewish Council requested that the Council consider adopting the definition of antisemitism agreed by the IHRA. While this definition was proposed as a statement about antisemitism, racism is an issue that is not solely experienced by the Jewish community. The Jewish Council expressed a

willingness to work with other groups to confirm definitions that might work for these groups as well.

6. The International Holocaust Memorial Alliance (IHRA) is an intergovernmental organisation established in 1998 by Swedish Prime Minister Göran Persson to emphasize the importance of education, remembrance and research about the Holocaust.
7. The IHRA's founding declaration advocates the need to preserve the memory of the Holocaust as a "touchstone in our understanding of the human capacity for good and evil." The declaration says that "the international community shares a solemn responsibility to fight genocide, ethnic cleansing, racism, antisemitism and xenophobia".
8. The 34 member nations of the IHRA are: Argentina, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Israel, Italy, Latvia, Lithuania, Luxembourg, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom, and United States. There are also seven observer nations. The IHRA headquarters are in Berlin.
9. New Zealand is not currently a member nation.

Discussion

10. Adoption of the statement raises a number of questions such as why not make a statement that represents all religions or ethnic groups.
11. There are a number of supporting reasons that have been proposed by the Wellington Regional Jewish Council for this request including;
 - It sets a standard and a basis for a stand against racism.
 - The definition on antisemitism has been refined and is already in practice.
 - The Wellington Jewish community has expressed that it has heightened concerns for its wellbeing since the tragic event at the Christchurch mosques on 15 March 2019.
 - The community is concerned about latent antisemitism since the appearance of Nazi-themed graffiti on synagogues over some years; the grave desecrations in three different cemeteries (Bolton Street and Makara 2004, Karori 2007); and threats to members of the community in writing and on social media.

Options

12. It is clear that adopting anti-racism statements does not of itself remove racist attitudes and actions. However it provides an opportunity for the Council to clearly express a view of what is acceptable as a community standard of behaviour towards the Jewish and other ethnic and cultural groups and racism in general.

13. The Council could not adopt the definition and leave this for central Government to consider adopting and for the NZ Police to address as many of the acts are criminal by nature.
14. The Council can adopt the statement and express a view on the standard of accepted behaviour regarding racism more generally.

Next Actions

15. If the Council adopts this statement then news media will be prepared.

Attachments

Attachment 1. Working Definition of Anti-Semitism [↓](#)

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Author	Geoff Lawson, Principal Advisor
Authoriser	Baz Kaufman, Manager Strategy Stephen McArthur, Director, Strategy and Governance

SUPPORTING INFORMATION

Engagement and Consultation

This was initiated by a request from the Wellington Regional Jewish Council.

Treaty of Waitangi considerations

This does not have Treaty of Waitangi considerations.

Financial implications

NA

Policy and legislative implications

NA

Risks / legal

Adopting this standard may give rise to requests from other community groups for similar statements where they are subject to similar racist behaviour. This may be mitigated by communications on this statement clearly stating that Wellington does not support racism in any form.

Climate Change impact and considerations

NA

Communications Plan

Any adoption of this statement will be supported by appropriate news releases.

Health and Safety Impact considered

NA

Request to the Wellington City Council to adopt the IHRA definition of antisemitism

The IHRA

The International Holocaust Memorial Alliance (IHRA) is an intergovernmental organisation established in 1998 by Swedish Prime Minister Göran Persson to emphasize the importance of education, remembrance and research about the Holocaust.

Its founding declaration advocates the need to preserve the memory of the Holocaust as a "touchstone in our understanding of the human capacity for good and evil." It says that "the international community shares a solemn responsibility to fight genocide, ethnic cleansing, racism, antisemitism and xenophobia".

The 33 member nations are: Argentina, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Israel, Italy, Latvia, Lithuania, Luxembourg, Netherlands, Norway, Poland, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom, United States.

There are also eight observer nations. The IHRA headquarters are in Berlin.

The Working Definition of Antisemitism

IHRA adopted the Working Definition of Antisemitism at a plenary session in 2016. It is based on a definition first published in 2005 by the European Monitoring Centre on Racism and Xenophobia (EUMC) (now the Fundamental Rights Agency).

It has been adopted or endorsed by governments and government bodies, and many other organisations (US Department of Education, UK College of Policing, UK Labour Party, European Parliament, many city councils).

[See below for the text of the definition.]

Adoption by Wellington City Council

Why Wellington? Because it is the capital, a leader in NZ political and cultural behaviour, and a trailblazer for many significant changes. Wellington was the first NZ city to pass a nuclear-free declaration in April 1982.

Wellington City Council is a valued partner with the Holocaust Centre of New Zealand in its work of remembrance and education, and has made a substantial effort in encouraging initiatives to combat racism, as has the

Mayor personally in his participation in the “Say no to casual racism” campaign. Adoption of the IHRA definition builds on the city’s previous contributions and adds to its reputation as a place proud of its diversity and concern for minorities.

What is the effect of adopting the definition?

It sets a standard. It is intended to be a non-legally binding working definition and not to usurp the law. The definition itself states: **Antisemitic acts are criminal when they are so defined by law.** Adopting the definition does not alter this. Adopting it represents an expectation of public behaviour.

Antisemitism has evolved over the years and the Jewish community is now facing hostility from traditional and newer directions. The adoption of the definition by the Wellington City Council gives more confidence to our community that it can call out antisemitic hate from wherever it comes.

Why now?

Q: Why adopt an antisemitism definition now, not one for all religions?

A: Firstly, the definition has been refined and tested since 2005 and is ready for adoption straight away. At present there is no one definition for all faiths. Secondly, the Wellington Jewish community has heightened concerns for its wellbeing since the tragic event at the Christchurch mosques on 15 March 2019. We fear that the massacre could equally have taken place at a Jewish synagogue, as has happened overseas. We are aware of latent antisemitism in Wellington since the appearance of Nazi-themed graffiti on synagogues over some years; the grave desecrations in three different cemeteries (Bolton Street and Makara 2004, Karori 2007); and threats to members of the community in writing and on social media. Adoption of the definition does not of itself provide security, but indicates a community’s standards of expectation in behaviour towards Jews.

Adoption of this definition as a precedent for others

The world’s faith groups all have different histories and observances requiring definitions with different wordings. Adoption of the antisemitism definition by Wellington City Council can lead the way for other groups to do the same.

The Jewish community is willing to help other faiths or ethnic groups also achieve adoption of a definition for themselves. Something similar occurred in the UK - the Jewish Community Security Trust helped establish ‘Tell MAMA’

(2012) which records anti-Muslim incidents, and assisted the Muslim community to set up 'Mosque Security' in 2018.

Cost

There is no cost to ratepayers by adopting the IHRA definition.

Wellington Regional Jewish Council
20 August 2019

Working Definition of Antisemitism

In the spirit of the Stockholm Declaration that states: "With humanity still scarred by ...antisemitism and xenophobia the international community shares a solemn responsibility to fight those evils" the committee on Antisemitism and Holocaust Denial called the IHRA Plenary in Budapest 2015 to adopt the following working definition of antisemitism.

On 26 May 2016, the Plenary in Bucharest decided to:

Adopt the following non-legally binding working definition of antisemitism:

"Antisemitism is a certain perception of Jews, which may be expressed as hatred toward Jews. Rhetorical and physical manifestations of antisemitism are directed toward Jewish or non-Jewish individuals and/or their property, toward Jewish community institutions and religious facilities."

To guide IHRA in its work, the following examples may serve as illustrations:

Manifestations might include the targeting of the state of Israel, conceived as a Jewish collectivity. However, criticism of Israel similar to that leveled against any other country cannot be regarded as antisemitic. Antisemitism frequently charges Jews with conspiring to harm humanity, and it is often used to blame Jews for "why things go wrong." It is expressed in speech, writing, visual forms and action, and employs sinister stereotypes and negative character traits.

Contemporary examples of antisemitism in public life, the media, schools, the workplace, and in the religious sphere could, taking into account the overall context, include, but are not limited to:

- Calling for, aiding, or justifying the killing or harming of Jews in the name of a radical ideology or an extremist view of religion.
- Making mendacious, dehumanizing, demonizing, or stereotypical allegations about Jews as such or the power of Jews as collective — such as, especially but not exclusively, the myth about a world Jewish conspiracy or of Jews controlling the media, economy, government or other societal institutions.
- Accusing Jews as a people of being responsible for real or imagined wrongdoing committed by a single Jewish person or group, or even for acts committed by non-Jews.
- Denying the fact, scope, mechanisms (e.g. gas chambers) or intentionality of the genocide of the Jewish people at the hands of National Socialist Germany and its

supporters and accomplices during World War II (the Holocaust).

- Accusing the Jews as a people, or Israel as a state, of inventing or exaggerating the Holocaust.
- Accusing Jewish citizens of being more loyal to Israel, or to the alleged priorities of Jews worldwide, than to the interests of their own nations.
- Denying the Jewish people their right to self-determination, e.g., by claiming that the existence of a State of Israel is a racist endeavor.
- Applying double standards by requiring of it a behavior not expected or demanded of any other democratic nation.
- Using the symbols and images associated with classic antisemitism (e.g., claims of Jews killing Jesus or blood libel) to characterize Israel or Israelis.
- Drawing comparisons of contemporary Israeli policy to that of the Nazis.
- Holding Jews collectively responsible for actions of the state of Israel.

Antisemitic acts are criminal when they are so defined by law (for example, denial of the Holocaust or distribution of antisemitic materials in some countries).

Criminal acts are antisemitic when the targets of attacks, whether they are people or property – such as buildings, schools, places of worship and cemeteries – are selected because they are, or are perceived to be, Jewish or linked to Jews.

Antisemitic discrimination is the denial to Jews of opportunities or services available to others and is illegal in many countries.

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). The Agreement sets out how local authorities will work together for the good governance of their cities, districts and region.
2. This report recommends that the Council agree to enter into the Triennial Agreement 2019-2022 (Attachment 1), enabling it to be signed for the Council by the Mayor and complete the Council's part of the adoption process.

Summary

3. The Triennial Agreement is a set of protocols to assist region-wide cooperation for the duration of the Triennium.
4. The 2019-2022 draft Agreement builds on the 2016-2019 Agreement.
5. The changes are:
 - Modernising the language of the Agreement
 - Adding the Wellington Region Climate Change Working Group to the list of regional and sub-regional forums in clause 5.1(b).
 - Including areas of regional co-operation:
 - Regional spatial planning
 - Wellington Region Investment Plan
 - Transport
 - Climate Change
 - Resilience
 - Regional economic development

This is not an exhaustive list. For example, the latter could, if agreed by all councils, include matters such as a review of the Wellington Regional Strategy.
6. The agreement does not bind the Council to any particular decision or course of action.

Recommendations

That the Council:

1. Receive the information.
2. Agree to the draft Triennial Agreement 2019-2022 as per Attachment 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

7. Section 15 of the Local Government Act 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.
8. The triennial agreement must be entered into by 1 March after each local authority election.
9. 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. Wellington City Council will service this agreement for the 2019-2022 triennium.

Discussion

10. The attached draft Agreement has been reviewed by the Chief Executives Forum and the Mayoral Forum.
11. 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.

Next Actions

12. Once agreed to by the Council the document will be available for the Mayor to sign.
13. The agreement remains in force until it is replaced by another agreement.
14. The agreement may be varied by agreement between all the local authorities within the region.

Attachments

Attachment 1. Draft Triennial Agreement 2019-2022 [↓](#)

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Author	Carolyn Dick, Team Leader Strategy
Authoriser	Baz Kaufman, Manager Strategy Stephen McArthur, Director, Strategy and Governance

SUPPORTING INFORMATION

Engagement and Consultation

The draft Agreement has been developed from the previous agreement, with input from the Chief Executives and Mayoral Forums.

Treaty of Waitangi considerations

The Agreement is procedural rather than operational.

Financial implications

None from this Agreement. Any decisions to enter into any form of arrangement are the domain of each and every Council.

Policy and legislative implications

None from this Agreement. Any decisions to enter into any form of arrangement are the domain of each and every Council.

Risks / legal

Under the Local Government Act 2002 a triennial agreement must be entered into by 1 March after each local authority election.

Climate Change impact and considerations

None directly from this Agreement but noting that the Wellington Region Climate Change Working Group is being added to the list of regional and sub-regional forums in clause 5.1(b).

Communications Plan

Not required.

Health and Safety Impact considered

None from this Agreement.

Wellington Regional Triennial Agreement**2019-2022****1. Scope**

- 1.1 This agreement is drafted in order to meet the requirements of section 15 of the Local Government Act 2002 (the Act).
- 1.2 The Local Government Act 2002 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

- 2.1 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 operations, should continue to strengthen regional relationships.

3. Parties to Agreement

- 3.1 The parties to this agreement are:
 - Carterton District Council
 - Greater Wellington Regional Council
 - Hutt City Council
 - Kāpiti 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 Region Strategy Multilateral Agreement in regard to the Wellington Regional Strategy.
- 4.3 When a council has a significant disagreement with the position of 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.
- 7.8 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 the 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 the 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
 - Wellington Region Climate Change Working Group
 - c) Meetings between staff as necessary to achieve communication and co-ordination on issues identified in the agreement.
- 5.2 Section 15(2) of the Act requires a statement of the consultation process that will apply to proposals for new Regional Council activities. The following process applies:
- 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 submission and representations on the proposal made by territorial authorities within the region.

6. Other issues

- 6.1 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 and collaborative approaches on issues identified as priorities for the region.

The region faces a number of challenges over the next few years, and the councils within the Wellington region will work collaboratively in the areas of:

- Regional spatial planning
- Transport
- Climate change
- Resilience
- Regional economic development

Collaboration within the region

The Mayoral Forum will:

- Be the vehicle for oversight of projects, such as collaboration projects. Noting projects may have their own governance arrangements.
- 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 Wellington City Council will be the council responsible for servicing this agreement for the 2019-2022 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.

8. Review of the agreement

8.1 The parties agree to review the terms of this agreement in accordance with s.15(4) of the Act within four weeks of a request by one of the councils make in writing to the council delegated responsibility to service the agreement.

9. Dispute resolution

9.1 In 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 will be appointed by the President of the Wellington Branch of the New Zealand Law Society.

Appendix One: Servicing Responsibility

Party Responsible	Triennium
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	
Kāpiti 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 triennium's agreement.

This agreement is signed on this _____ day of _____
2020, by the following on behalf of their respective councils:

Carterton District Council

Greg Lang - Mayor

Greater Wellington District Council

Daran Ponter - Chair

Hutt City Council

Campbell Barry - Mayor

Kāpiti Coast District Council

K (Guru) Gurunathan - Mayor

Masterton District Council

Lyn Patterson - Mayor

Porirua City Council

Anita Baker - Mayor

South Wairarapa District Council

Alex Beijen - Mayor

Upper Hutt City Council

Wayne Guppy - Mayor

Wellington City Council

Andy Foster - Mayor

3. Committee Reports

REPORT OF THE STRATEGY AND POLICY COMMITTEE MEETING OF 5 FEBRUARY 2020

Members: Mayor Foster, Councillor Calvert (Deputy Chair), Councillor Condie, Councillor Day (Chair), Councillor Fitzsimons, Councillor Foon, Councillor Free, Councillor Matthews, Councillor O'Neill, Councillor Pannett, Councillor Paul, Councillor Rush, Councillor Sparrow, Councillor Woolf, Councillor Young.

The Committee recommends:

**REVIEW OF THE ADMINISTRATIVE COMPONENTS OF THE WELLINGTON CITY
CONSOLIDATED BYLAW - CONSULTATION REPORT**

Recommendation/s

That the Council:

1. Receive the information.
2. Adopt the Wellington City Consolidated Bylaw Part 1: Introduction (Attachment 1).

Website link to the Strategy and Policy Committee meeting of 5 February 2020 agenda and minutes: <https://wellington.govt.nz/your-council/meetings/committees/strategy-and-policy-committee/2020/02/5>

Attachments

Attachment 1. Wellington City Consolidated Bylaw Part 1: Introduction [↕](#)

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Proposed Amended Wellington City Consolidated Bylaw: Part 1 Introduction

This part of the Wellington City Consolidated Bylaw is made pursuant to Part 8 of the Local Government Act 2002. This part was adopted and came into force on 1 July 2008 and amended on 1 March 2020

1 Purpose

- 1.1 The purpose of this part of the Wellington City Consolidated Bylaw is to present provisions that are common to all parts of the Consolidated Bylaw or are not already in a component part and need to be included in a bylaw to be given effect.

2 Interpretation

- 2.1 The title of this Bylaw is 'Wellington City Consolidated Bylaw'.

Note: The term 'this Bylaw' is used to refer to all component parts of the Wellington City Consolidated Bylaw, Parts 1 to 10.

- 2.2 The Interpretation Act 1999 applies to this Bylaw.

- 2.3 In this Bylaw, unless the context otherwise requires:

Council means the Wellington City Council.

District means the City of Wellington as defined from time to time under the procedures set out in the Local Government Act 2002.

Owner has the meaning given by the Local Government Act 1974.

Person has the meaning given by the Interpretation Act 1999 and may refer to an individual or a business.

Public place means any place that, at any material time, is open to or is being used by the public, whether free or on payment of a charge; and whether an owner or occupier of the place is lawfully entitled to exclude or eject any person from that place, and includes any aircraft, hovercraft, ship or ferry or other vessel, train, or vehicle carrying or available to carry passengers for reward.

Rates Records means the rates records of the Council kept pursuant to the Local Government (Rating) Act 2002.

Road has the meaning given by the Local Government Act 1974.

3 Fees, waivers, forms and processes

- 3.1 The Council may by resolution prescribe or vary, any fee in respect of any matter provided for in this Bylaw.

- 3.2 The Council may refund, remit or waive any fee prescribed by this Bylaw or charge payable for a certificate, authority, permit or consent from, or inspection by, the Council, for any reason it thinks fit.
- 3.3 The Council may prescribe the form of, and process to be followed for, any application, certificate, licence permit or other document, which is required under this Bylaw. These forms and processes may be altered or amended at any time.
- 3.4 An application to the Council can be made to waive full compliance with any provision of this Bylaw on the basis that it would needlessly injure or affect any person, the operation of any business, or cause loss or inconvenience to any person, without any corresponding benefit to the community.
- 3.5 On receipt of an application under clause 3.4, the Council may waive the strict observance or performance of any provision of this Bylaw and impose such other terms or conditions consistent with the intention and purpose of the Bylaw as the Council may think fit.

4 Removal of works in breach of bylaws and recovery of costs

- 4.1 The Council may remove or alter any work or thing constructed in contravention of any provision of this Bylaw.
- 4.2 The Council may recover from any person responsible for the construction, or permitting the continued existence of any such work or thing, all costs incurred in connection with any removal or alteration.
- 4.3 The exercise of clause 4.1 shall not relieve any person from liability for constructing or permitting the continued existence of any such work or thing.

Note: Local Government Act 2002 enforcement powers include: court injunction (section 162), seizure and disposal of property (sections 154, 165, 168), powers of entry (sections 171, 172, 173) and power to request name and address (section 178).

5 Offences

- 5.1 Every person commits an offence against this bylaw who damages, destroys or defaces (or has in his or her possession without authority from the Council) any property, article or thing belonging to the Council or under its control.

6 Continuing offences

- 6.1 The continued existence of any work, building, land, premises or thing in such a state or form as to be in contravention of any provision of this Bylaw shall be deemed to be a continuing offence under this Bylaw.

7 Bylaws revoked

- 7.1 Any resolution made under the Wellington Consolidated Bylaw 1991, before this Bylaw came into force, continues in force under this Bylaw until altered or revoked by further resolution.

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- 7.2 The Wellington Consolidated Bylaw 1991 was revoked at the time of the Wellington Consolidated Bylaw 2008 coming into force.
- 7.3 The revocation of existing Bylaws does not extinguish any existing cause of action.
- 7.4 All Bylaws revoked shall remain in force and effect so far as they relate to anything done or any offence committed, penalty incurred, prosecution or proceeding commenced, right or liability accrued, licence issued, notice given, or order made, under or against any of the provisions of that Bylaw before the coming into force of this Bylaw.
- 7.5 All licences issued under any revoked Bylaw shall, after the coming into force of this Bylaw, be deemed to have been issued under this Bylaw and be subject to the provisions of this Bylaw.
- 7.6 All Council officers appointed under or for the purpose of any revoked Bylaw, and holding office at the time of the coming into operation of this Bylaw, shall be deemed to have been appointed under this Bylaw.
- 7.7 All fees and charges fixed by resolution of the Council in regard to any goods, services, inspections or licences provided for in any revoked Bylaw shall apply under the corresponding provisions of this Bylaw until altered by further resolution of Council.

REPORT OF THE REGULATORY PROCESSES COMMITTEE MEETING OF 4 FEBRUARY 2020

Members: Mayor Foster, Councillor Condie, Councillor Free, Councillor Matthews, Councillor O'Neill, Councillor Sparrow (Chair), Councillor Woolf.

The Committee recommends:

PROPOSED ROAD STOPPING AND LAND EXCHANGE - LAND ADJOINING 64 MAIDA VALE ROAD, ROSENEATH

Recommendation/s

That the Council:

1. Receive the information.
2. Agree that approximately 67m² (subject to survey) of unformed legal road on Maida Vale Road, Roseneath, (the Land) adjoining 64 Maida Vale Road (being Lot 6 DP 5344, ROT WN291/69), is not required for a public work and is surplus to requirements.
3. Agree to dispose of the Land by sale or partial exchange for approximately 2m² of the owners' adjoining land currently part of 64 Maida Vale Road (being Lot 6 DP 5344, ROT WN291/69) – Applicant's Land.
4. Delegate 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 of relevant public notices, declaring the road stopped, negotiating the terms of sale or exchange, imposing any reasonable covenants and anything else necessary.

Website link to the Regulatory Process Committee meeting agenda and minutes:
<https://wellington.govt.nz/your-council/meetings/committees/regulatory-processes/2020/02/04>

Attachments

Nil

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 Appointments to Council Controlled Organisations and the Finance Audit and Risk Sub Committee	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.