



# **RĀRANGI TAKE AGENDA**

## **Kaunihera | Council Meeting**

**I hereby give notice that a Meeting of the Kāpiti Coast District Council  
will be held on:**

**Te Rā | Date: Thursday, 29 February 2024**

**Te Wā | Time: 9.30am**

**Te Wāhi | Location: Council Chamber  
Ground Floor, 175 Rimu Road  
Paraparaumu**

**Darren Edwards  
Chief Executive**

**Kāpiti Coast District Council**

**Notice is hereby given that a meeting of the Kāpiti Coast District Council will be held in the Council Chamber, Ground Floor, 175 Rimu Road, Paraparaumu, on Thursday 29 February 2024, 9.30am.**

**Kaunihera | Council Members**

Mayor Janet Holborow	Chair
Deputy Mayor Lawrence Kirby	Deputy
Cr Glen Cooper	Member
Cr Martin Halliday	Member
Cr Sophie Handford	Member
Cr Rob Kofoed	Member
Cr Liz Koh	Member
Cr Jocelyn Prvanov	Member
Cr Kathy Spiers	Member
Cr Shelly Warwick	Member
Cr Nigel Wilson	Member

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## **1 NAU MAI | WELCOME**

## **2 KARAKIA A TE KAUNIHERA | COUNCIL BLESSING**

I a mātou e whiriwhiri ana i ngā take kei mua i ō mātou aroaro *As we deliberate on the issues before us,*

E pono ana mātou ka kaha tonu ki te whakapau mahara huapai mō ngā hapori e mahi nei mātou. *We trust that we will reflect positively on the communities we serve.*

Me kaha hoki mātou katoa kia whaihua, kia tōtika tā mātou mahi, *Let us all seek to be effective and just,*

Ā, mā te māia, te tiro whakamua me te hihiri *So that with courage, vision and energy,*

Ka taea te arahi i roto i te kotahitanga me te aroha. *We provide positive leadership in a spirit of harmony and compassion.*

## **3 WHAKAPĀHA | APOLOGIES**

## **4 TE TAUĀKĪ O TE WHAITAKE KI NGĀ MEA O TE RĀRANGI TAKE | DECLARATIONS OF INTEREST RELATING TO ITEMS ON THE AGENDA**

Notification from Elected Members of:

4.1 – any interests that may create a conflict with their role as an elected member relating to the items of business for this meeting, and

4.2 – any interests in items in which they have a direct or indirect pecuniary interest as provided for in the Local Authorities (Members' Interests) Act 1968

## **5 TE WHAKATAKOTO PETIHANA | PRESENTATION OF PETITION**

Nil

## **6 NGĀ WHAKAWĀ | HEARINGS**

Nil

## **7 HE WĀ KŌRERO KI TE MAREA MŌ NGĀ MEA E HĀNGAI ANA KI TE RĀRANGI TAKE | PUBLIC SPEAKING TIME FOR ITEMS RELATING TO THE AGENDA**

## **8 NGĀ TAKE A NGĀ MEMA | MEMBERS' BUSINESS**

(a) Leave of Absence

(b) Matters of an Urgent Nature (advice to be provided to the Chair prior to the commencement of the meeting)

## **9 TE PŪRONGO A TE KOROMATUA | MAYOR'S REPORT**

Nil

## 10 PŪRONGO | REPORTS

### 10.1 AFFORDABLE HOUSING TRUST: TRUST ESTABLISHMENT

Kaituhi | Author: **Stephen Cross, Housing Programme Manager**

Kaiwhakamana | Authoriser: **Kris Pervan, Group Manager Strategy & Growth**

#### TE PŪTAKE | PURPOSE

- 1 This paper seeks Council approval to:
  - 1.1 Establish an independent housing trust (the preferred entity vehicle) for Kāpiti; and
  - 1.2 Progress required steps to establish the housing trust including a Trust Deed, Relationship Framework Agreement, and process to appoint trustees to the Board.

#### HE WHAKARĀPOPOTO | EXECUTIVE SUMMARY

- 2 Housing Affordability is one of seven focus areas in Kāpiti Coast District Council's Housing Strategy (2022). Council has progressed significant work in this space including engaging the community on the opportunity to form an independent housing entity for affordable housing. Feedback from submissions, reported in Council in 2023, indicates strong community support to do so.
- 3 In May 2022, Council confirmed an independent trust was the preferred option for establishing an entity focused on housing, and that it should be structured so that it can partner with iwi and other organisations to deliver social and affordable housing solutions and support existing providers to improve housing outcomes in Kāpiti.
- 4 This paper seeks Council's approval, in principle, of the following:
  - 4.1 The Trust Deed, which sets out the charitable purposes for which the Trust is being established, details of the legal status of the Trust to give effect to its purpose, and the details of the governance arrangements.
  - 4.2 The Relationship Framework Agreement (RFA), which describes the way the Trust and Council will work together to deliver the common objective of improving community housing outcomes in the Kāpiti Coast District. It includes key relationship principles and support services to be provided by Council to the Trust, reporting requirements of the Trust to Council, and puts limits on what Council contributions may be used for and how they would be returned if no longer required.
  - 4.3 The composition of the Trust Board and the process for appointing board members to the Trust. It is proposed that the Trust Board would be comprised as follows:
    - **Council-Appointed Trustee:** One Council-Appointed Trustee, to be appointed by Council in accordance with the Council's Recruitment and Selection Policy, in accordance with the requirement of the Local Government Act;
    - **Māori Trustee:** One Māori Trustee to be appointed by Te Whakaminenga o Kāpiti;
    - **Independent Trustees:** A minimum of three and a maximum of five Independent Trustees.
  - 4.4 Formation of the Board Appointment Panel to commence the appointment process in preparation for the Trust being settled. A Board Appointment Panel is proposed. This would be comprised of the Council-appointed Trustee and Māori Trustee, with support from a recruitment specialist, to make the Independent Trustee appointments. A skills-based approach to recruitment is recommended.

#### TE TUKU HAEPAPA | DELEGATION

- 5 The Council has authority to make this decision.

## TAUNAKITANGA | RECOMMENDATIONS

That the Council:

- A. **Approve** in principle the Trust Deed attached at Appendix 1 for the establishment of an independent housing trust in Kāpiti, including:
  - A.1 Trust Board composition described at clause 2 of Schedule 2 of the Trust Deed
  - A.2 The appointment process for Trustees described at Schedule 2 of the Trust Deed.
- B. **Delegate** the power to finalise the Trust Deed, including any required non-substantive amendments, to the Chief Executive and Mayor
- C. **Approve** 'Kāpiti Coast Affordable Housing Trust' as the placeholder name for the Trust
- D. **Approve** in principle the draft Relationship Framework Agreement (RFA; attached at Appendix 3)
- E. **Delegate** the power to finalise the RFA, including any required non-substantive amendments, to the Chief Executive and Mayor
- F. **Note** the skills and experience required by Trustees set out at clause 4.3 of Schedule 2 of the Trust Deed
- G. **Approve** the appointment of an Independent Recruitment Consultant to assist Council to appoint the Council-appointed Trustee to assist the Panel to appoint independent trustees
- H. **Delegate** to the Chief Executive the power to appoint the Council-appointed Trustee
- I. **Note** the establishment plan for the Trust will proceed in three stages:
  - I.1 Stage 1: Council-led: February to June 2024
  - I.2 Stage 2: Joint Council and Trust-led: July to December 2024
  - I.3 Stage 3: Trust-led: January 2025 onwards.
- J. **Note** the next steps for the project including further decisions needed by Council to be discussed at the meeting of 2 May 2024.

## TŪĀPAPA | BACKGROUND

- 6 Housing Affordability is identified as one of seven focus areas in Kāpiti Coast District Council's Housing Strategy, which was approved in May 2022 and includes an action to '*Explore how alternative tenure and ownership models could be incentivised or delivered in partnership with others (e.g., build to rent, community land trust or leaseholder arrangements)*'.
- 7 Elected Members were briefed on the background to establishing an Affordable Housing Entity on 20 February 2024 which is available in LGHub. A summary of key points includes:
  - 7.1 Housing affordability is an issue that is affecting communities across New Zealand, with a number of communities investigating or adopting different housing models to help improve affordability and to provide opportunities for members of their local community to move along the housing continuum.
  - 7.2 Traditionally, intervention in the part of the continuum from homeless to social housing has been the role of central government, however we are seeing increased community intervention through Community Housing Providers, Affordable Housing Trusts and other models. The newly formed National Government has signalled support for growing local solutions for housing through Community Housing Providers. Council is an existing provider of affordable rental housing via our older persons housing, with 118 units in the portfolio.
  - 7.3 To better understand alternative tenure options and how these could be implemented. Council officers commenced a process of desktop research and interviews with organisations from across New Zealand.

- 7.4 As there are a range of possible entities to assist with the delivery of affordable housing, it was important that Council was clear about its key objectives from this work and how this would affect the approach taken. The following objectives have been developed and confirmed by Council for any entity established:
- It can be established and/or operated in partnership with iwi and other partners.
  - It is able to qualify for government funding and support.
  - It is able to operate with a degree of independence and has access to necessary specialist skills and experience.
  - It can provide affordable rentals and affordable housing ownership options (e.g., a range of alternative tenure options) to the local community.
  - It is able to operate with financial sustainability over the long term.
  - Any returns are to be reinvested into affordable housing.
- 7.5 Based on the confirmed objectives, the following entity options were reviewed by Council to support the delivery of affordable housing:
- Option 1: Council Controlled Organisation
  - Option 2: Community Housing / Land Trust
  - Option 3: Support existing providers
  - Option 4: A hybrid approach, comprising a combination of options 2 and 3.
- 7.6 In May 2022, Council confirmed an independent trust was the preferred option for establishing an entity focused on housing, and that it should be structured so that it can partner with iwi and other organisations to deliver social and affordable housing solutions and support existing providers to improve housing outcomes in Kāpiti.
- 7.7 At the same meeting, Councillors approved consultation on the preferred option, which occurred over a four-week period from early June to early July 2022, 279 responses were received during the consultation process, 82.1% of respondents were supportive of the preferred option. Council received the verbal submissions from this consultation process on 30 March 2023.
- 7.8 In May 2023, officers provided elected members with a draft Trust Deed and Relationship Framework Agreement. Subsequent workshops with Council in May and October 2023 considered these documents as well as the composition of the Trust Board and how the Trust might work with and support existing providers.
- 7.9 In September 2023, an external workshop was held with service providers, social agencies, existing housing providers and Community Housing Aotearoa (the peak body for the community housing sector). The attendees at the workshop were supportive of the approach taken by Council and encouraged Council to continue to be a strong advocate for housing in the community. They also confirmed that there was strong support for a Kāpiti-focused housing trust and welcomed the opportunity for the trust to work alongside and support existing providers.

## HE KŌRERORERO | DISCUSSION

- 8 The rationale for the creation of an Affordable Housing Trust is to create an entity focused on providing permanent affordable housing opportunities for families and communities in Kapiti Coast. The advantages of forming a housing trust include:
- 8.1 The ability to hold land, transferred to it by Council or acquired on its own, for the purpose of delivering affordable or social housing. The Trust can use this land to create affordable housing solutions in partnership with iwi, community housing providers and other organisations, and then develop houses on the land.

- 8.2 Access to a wider range of funding sources, particularly if it is registered as, or partnered with, a Community Housing Provider; and ability to partner with iwi and other organisations to deliver housing solutions.
  - 8.3 Ability to offer a wider range of housing services and tenure models, such as affordable rentals, rent-to-own and leasehold options.
  - 8.4 A singular-focus and ability to attract assistance from suitable qualified trustees and staff, resource and expertise to develop and deliver housing projects.
- 9 Key steps for Council to establish an independent housing trust, which the Council is asked to consider and endorse today, are to:
- 9.1 Approve in principle the Trust Deed (attached in Appendix 1, with a Summary of Key Clauses in Appendix 2)
  - 9.2 Approve in principle the Relationship Framework Agreement (attached in Appendix 3, and a Summary of Key Clauses in Appendix 4)
  - 9.3 Agree the process for appointing board members to the Trust and the composition of the Trust Board.
  - 9.4 Approve the formation of the Board Appointment Panel to commence the appointment process in preparation for the Trust being settled.
- 10 The next section considers each of these steps, and the documents noted for which we seek your consideration and approval.

## **Trust Deed**

### Trust purpose

- 11 A Trust Deed is required to form a trust, which will become the Trust's core governing document. The Trust Deed sets out the charitable purposes for which the Trust is being established, details of the legal status of the Trust to give effect to its purpose, and the details of the governance arrangements. The purpose also provides limits within which Trustees must exercise their powers and discretions, and limits how the Trust's assets may be distributed if the Trust were to be wound up.
- 12 The Trust Deed document, in Appendix 1, aims to provide for sufficient flexibility while the Trust grows and develops, and to balance the need to provide certainty around factors important to the Council. Of note, the Trust Deed:
  - 12.1 Has been prepared with legal advice and is based on examples from Queenstown, Wellington and Christchurch. The draft was first shared with Council in May 2023 and has been amended to update the number of trustees and make-up of the trust board, as well as the trustee appointment process.
  - 12.2 Has specific reference to older persons' housing inserted into the charitable purposes to make it explicit that assistance or support of older persons' housing is a purpose of the trust. Pending the outcome of the review of older persons' housing, this would give Council the option to transfer ownership and management of portfolio to the Trust should this be the preferred approach for managing the portfolio.
  - 12.3 Includes specific reference to providing housing in the Kāpiti Coast District. If the Trust was to partner with an organisation with a broader geographic focus, an agreement could be prepared to ensure the focus of the joint effort is to remain within the Kāpiti Coast.
- 13 In order for the Trust to be registered as a charity (refer paragraphs 38-40), the purpose must align with a recognised charitable concept (e.g. benefits to the community). It is important the purpose be kept as broad as possible to avoid unintended limitations on the Trust's activities. The Trust Deed aims to enable the Trust to provide support and housing to a range of people in housing need, not just those who qualify for public housing. It outlines that the Trust is to be established for the following purpose:

13.1 to benefit the people of the Kāpiti Coast District by providing community housing, social housing, public housing, affordable housing, or any other similar housing in the Kāpiti Coast District, which may include the Trustees carrying out (without limitation) any of the following activities:

- acquiring, developing and leasing community housing, social housing, public housing, affordable housing, older person's housing or any other similar housing;
- providing associated housing services;
- carrying out any other activities that may assist or support community housing, social housing, public housing, affordable housing, older person's housing or any other similar housing schemes;
- engaging with local, and central government authorities and other social agencies to assist with the provision of housing in the Kāpiti Coast District;
- engaging and working with existing Community Housing Providers, iwi and other housing providers in the Kāpiti Coast District;
- advising, educating and supporting households facing housing stress through hosting seminars, workshops and any other means deemed appropriate by the Trustees that help households with their housing needs;
- becoming a Registered Community Housing Provider.

13.2 In carrying out the Charitable Purposes, the Trustees shall, to the extent deemed appropriate:

13.2.1 focus on benefitting those who qualify for community housing, social housing, public housing, affordable housing, older person's housing or any other similar housing due to their financial position and income;

13.2.2 have due regard to the following:

- (1) te Tiriti o Waitangi;
- (2) Tikanga Māori;
- (3) Te Ao Māori; and
- (4) principles, including (but not limited to):
  - (a) manaakitanga, inclusivity and collaboration with mana whenua;
  - (b) recognition and respect for sacred kinship networks that extend to our natural environment;
  - (c) balance during processes, engagements and interactions;
  - (d) honesty and transparency;
  - (e) solutions that bring success through aroha and kotahitanga; and
  - (f) humility and service to promote care and safety to others;
  - (g) engage with local whānau and iwi, where appropriate, to ensure their needs are understood and recognised, and housing for mana whenua is provided for through the Trust's housing development projects.

14 The Trust Deed may only be amended by unanimous decision. Any amendment must be consistent with the Charitable Purposes and not affect any registrations the Trust holds (refer s18 of the Trust Deed).

#### Registrations and restrictions

15 It is proposed that the Trust completes three forms of registration that will enable it to be most effective in delivering on its objectives and to maximise available financial benefits. The requirements of the Trust Board to achieve these registrations and take any necessary

steps to maintain these registrations over time are set out in the Trust Deed at 5.5. These registrations include:

- 15.1 Registration as a charity under the Charities Act 2005
  - 15.2 Registration as a charitable trust board under the Charitable Trusts Act 1957
  - 15.3 Registration as a donee organisation with Inland Revenue.
- 16 There are significant advantages in the Trust being registered as a charity under the Charities Act 2005. These include:
- 16.1 double income tax exemption, which means the Trust would be income tax exempt as a charity and also as a CHP (if it chose to become a CHP). This gives some protection in case one of the income tax exemptions is lost.
  - 16.2 reputational advantages in the community and confidence that the entity will operate with charitable intentions and community benefit in mind.
  - 16.3 increased ability to receive bequests from deceased estates (e.g., many wills have distribution clauses that are restricted to charitable organisations), and
  - 16.4 potential advantages in accessing grants or other sources of funding only available for registered charities.
- 17 The main disadvantage of being registered as a charity is that it adds an additional layer of administration and paperwork. Aside from the initial registration process, the primary obligation is to prepare a compliant annual return which is made available on the public register. However, given the Trust will need to prepare financial statements for audit and regulatory purposes, the amount of additional work to maintain charitable status is likely to be minor.
- 18 Registration as a charitable trust board under the Charitable Trusts Act 1957, which is separate from registration as a charity, would be made via the Companies Office and would incorporate the Trust as a separate legal entity so it can hold property and enter into contracts in its own name. This is a fairly straightforward process and is likely to be desirable for any Trust that intends to hold land or property assets – this is because the record of title of any property owned by the Trust would not need to change each time the trustees on the Board change. As with charities registration, the only disadvantage is that there are some additional layers of compliance and administration but, again, these are minor and mainly involve updating certain changes to the Companies Office (such as changes to the Trust Deed).
- 19 The third registration officers recommend is registering the Trust as a donee organisation recorded on the Inland Revenue register of donee organisations. This means any donations made to the Trust by individuals or organisations would qualify for tax deductions or tax credits. There are no ongoing filing or administrative requirements so there is no material disadvantage to having this status other than needing to make sure that valid donation receipts are provided for any donation. Donee status is usually granted automatically following the registration of an entity as a charity where the application form indicates that the entity may receive donations.
- 20 As previously indicated to the Council in May 2022, under the Public and Community Housing Management (Community Housing Provider) Regulations 2014, a Council Controlled Organisation (“CCO”) or CCO subsidiary is not permitted to register as a CHP. The Trust Deed includes a specific provision restricting the Trust from becoming a CCO or subsidiary and a requirement to maintain its independence from Council and any other third party.
- 21 While the Trust will not be a CCO or CCO subsidiary, it will be a Council Organisation as Council will have the right to appoint one of the Trustees who will have voting rights at Trust Board meetings. Council will need to ensure it appoints a Council-Appointed Trustee in line with Council’s Recruitment and Selection Policy and that it regularly undertakes monitoring of

the Trust, in accordance with the requirements of the Local Government Act. The reporting obligations of the Trust will be set out in the Relationship Framework Agreement.

- 22 The Trust would also have the potential to apply to become a Registered Community Housing Provider (CHP). A key advantage of an independent trust over options such as a CCO or Council-led delivery is the ability to obtain government funding support such as the Income-Related Rent Subsidy (IRRS) and Operating Subsidy (OS). Councils and CCOs are not able to access this funding which is important to help offset the difference between market and affordable rentals – and therefore assist with achieving financial sustainability.
- 23 To be able to access central government subsidies such as IRRS, the Trust would need to register as a Community Housing Provider through the Ministry of Housing and Urban Development’s Community Housing Regulatory Authority (“CHRA”).
- 24 The decision to apply for registration would need to be made by the trust, once established. The Trust Deed has been written to ensure there would be no impediment to the Trust registering as a CHP in accordance with the Public and Community Housing Management Act 1992 if it chose to.

#### Trust Board composition and appointments

- 25 The Council needs to make five key decisions on the composition of the Trust Board (included in the Trust Deed):
  - 25.1 The total number of Trustees
  - 25.2 The composition of the Board (i.e., number of Council-appointed Trustees, Māori Trustee and Independent Trustees)
  - 25.3 The appointment process for Independent Trustees
  - 25.4 The considerations relevant to the appointment of Independent Trustees
  - 25.5 The process for appointing the Council-appointed Trustee.

#### *Number of Trustees*

- 26 The proposed size and composition of the Board and the processes for appointment are based on regulatory standards set by CHRA and on our understanding of the way CHRA applies those standards in their consideration of applications, as well as on the experiences of other CHPs, particularly Ōtautahi Community Housing Trust. It is useful to use the standards created by CHRA as they represent best practice.
- 27 Decisions about the size and composition of the Board need to consider how the Trust may change and grow over time, and therefore how its governance may need to adapt to ensure it is fit-for-purpose and that the entity is well-run. For example, if the Trust was expanding in terms of its housing development and/or delivery of new services, the size and/or skill mix of the Board may need to change to ensure the right skills were on the Board to successfully manage this expansion.
- 28 It is useful to note CHRA generally prefers a board size no greater than nine, with a preference for slightly smaller (i.e. seven), but at least four. Most registered CHPs have between five and eight board members, with seven being the most common. Larger boards (above 10 members) are most usually associated with Iwi-affiliated organisations.
- 29 The Trust Deed allows for a range in the number of Trustees, rather than a fixed number, to provide maximum flexibility. It is proposed that the Trust Board is comprised of a minimum of five Trustees at all times and a maximum of seven Trustees in order to provide capacity to bring in extra expertise on the Board if required, and to ensure all the required skill-sets are covered. A Trust Board consisting of four trustees or less would likely mean that the financial accounts of the trust would need to be consolidated with Council, which could impact Council’s financial ratios for auditing and compliance purposes.
- 30 It is proposed that the Trust Board would be comprised as follows:

- 30.1 **Council-Appointed Trustee:** One Council-Appointed Trustee, to be appointed by Council in accordance with the Council's Recruitment and Selection Policy, in accordance with the requirement of the Local Government Act
- 30.2 **Māori Trustee:** One Māori Trustee to be appointed by Te Whakaminenga o Kāpiti.
- 30.3 **Independent Trustees:** A minimum of three and a maximum of five Independent Trustees.

#### *Consideration of Relevant Skills and Experience*

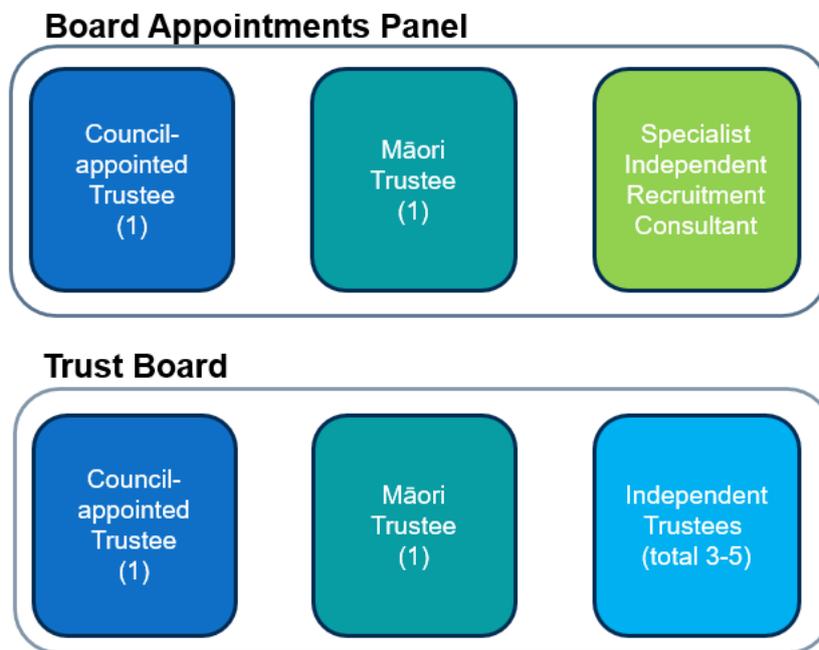
- 31 Experience of other councils has strongly supported the use of skills-based recruitment for all Trustees. This is to help ensure the board is comprised of suitably-skilled people with the range of skills, expertise and experience required for the good governance of a housing trust.
- 32 The Trust Deed lists in section 4.3 (b) of Schedule 2 the skills and experience that need to be represented on the Board at all times: social tenancy management, property development, strategy development and business planning, financial management and literacy, and legal and risk management. These also cover the key areas of expertise that CHRA requires in a CHP Board.
- 33 Alongside these skills, the following expertise would be beneficial to have represented on the Trust's Board. These are listed at 1.1 *Interpretation* in the Trust Deed:
- experience in community, social or affordable housing;
  - experience in management or governance in any or all of tenancy management, property development, asset management and social services;
  - experience in the operation and implementation of government funding programmes;
  - an empathy with the communities in the locations where the Trust intends to provide community, social and/or affordable housing;
  - an understanding of the Charitable Purposes;
  - financial management experience;
  - governance experience in either not-for-profit or business organisations;
  - legal experience in either not-for-profit or business organisations;
  - experience in strategy development, policy development, risk management or organisational change;
  - experience in operations or service delivery;
  - knowledge and understanding of Te Tiriti o Waitangi, Te Ao Māori and tikanga Māori;
  - financial literacy relevant to the financial and economic issues related to the Trust.
- 34 Officers will prepare a recruitment pack to assist with identifying suitable candidates if Council approves the establishment of the Trust.

#### *Appointment Process*

- 35 To ensure the Trust is independent (and eligible for potential CHP registration and associated subsidies), the Trust must be governed at arm's length of and cannot be controlled by Council.
- 36 The Trust Deed specifies the appointment process for the Independent Trustees and the Chair. For the Council-Appointed Trustee, the Council will have discretion as to who it appoints having regard to the specified skills and experience in the Trust Deed (see paragraphs 55-56), and this appointment will be made in accordance with the Council Recruitment and Selection Policy (as required by the Local Government Act). The appointment could be an elected member, staff, or other suitably qualified person that the Council chooses to appoint (subject to the requirements of the Local Government Act – e.g.,

that the Council considers the relevant appointee will contribute to the objectives of the Trust).

- 37 The appointment process is summarised in the diagram below and described in Schedule 2 of the Trust Deed. This has initial appointment of a Council-appointed Trustee and Māori Trustee who form a panel, with support from a recruitment specialist, to make the Independent Trustee appointments.



- 38 The Trust Deed also ensures that each appointing party (i.e. Council, Board Appointment Panel and Te Whakaminenga o Kāpiti) has the right to remove their appointed Trustees at any point. The Trust Deed also provides other ways in which a Trustee may be removed from being a Trustee (including, for example, if they resign or fail to fulfil their Trustee duties).

#### Trust Name

- 39 The Trust Deed requires there to be a name for the Trust, and it is proposed to use 'Kāpiti Coast Affordable Housing Trust' as the placeholder name for the Trust.

#### Finalising the Trust Deed

- 40 This report includes a recommendation for Council to approve the Trust Deed in principle. Officers recommend delegating to the Chief Executive the power to finalise the Trust Deed (in substantially the form presented to Council). The Chief Executive would then be able to include final details such as the name of the Trust and the name of Original Trustees, make any minor amendments and settle the Deed.

#### **Relationship Framework Agreement (RFA)**

- 41 The RFA, in Appendix 3, describes the way the Trust and Council will work together to deliver the common objective of improving community housing outcomes in the Kāpiti Coast District. It includes:
- 41.1 Key relationship principles and support services to be provided by Council to the Trust.
- 41.2 Reporting requirements of the Trust to Council and puts limits on what Council contributions may be used for and how they would be returned if no longer required. Council will provide initial support to the Trust on a transitional basis, but the Trust must become independent over time. Both parties will participate in regular relationship and coordination meetings.

- 41.3 An outline of the process under which new funding proposals from the Trust will be made to Council, as well as the option for Council to approach the Trust with a new housing proposal. Neither party is obligated to agree to any new proposals.
- 41.4 Provision for periodic review of the operation of the agreement by both parties and requires an initial review within the first two years' from the date the agreement is in place. The Trust Board are required to report to Council every three months.

**Next steps**

- 42 The establishment of the Trust will proceed in three stages, with an overall plan to have the Trust operational in the first quarter of the 2024/25 year.

*Table: Summary of Trust establishment stages*

<b>Establishment stage</b>	<b>Timeframes</b>	<b>Milestones</b>	<b>Working structure</b>
<b>Stage 1: Council-led</b>	February-June 2024	Approve Trust Deed and RFA in principle Appoint Council-appointed Trustee Independent Trustee appointments completed by Board Appointments Panel Settle the Trust	Council governance through relevant committees
<b>Stage 2: Jointly managed</b>	July-December 2024	Finalise RFA Complete charitable registration	Governance through a joint arrangement with details to be confirmed Some decisions will still sit with Council
<b>Stage 3: Trust-led</b>	February 2025 onwards	Complete remaining setup	Trust Board Council oversight to be confirmed once RFA finalised.

**He take | Issues**

*Governance structure*

- 43 A Trust Board of five to seven members including a Council-appointed trustee, Māori trustee, and independent trustees is recommended for the Affordable Housing Trust. The aim of this structure is to provide opportunities for input from Council and Māori appointees along with advice from independent trustees. Skills-based selection is recommended for all trustees. The structure proposed has been selected based on legal advice, the experience of other councils, and central government requirements for community housing providers.

*Connection to Review of Older Persons' Housing*

- 44 Alongside work to establish an Affordable Housing Trust, Council is also undertaking a review of its Older Persons' Housing portfolio. The review has been conducted without reference to the potential establishment of a Trust to ensure the outcome of the review was not predetermined. As both projects progress, particularly following the outcome of formal consultation as part of the development of the Long-Term Plan 2024-34, there may be advantages in the projects combining, i.e. pending the outcome of the review of older persons' housing, the Trust Deed would allow Council the option to transfer ownership and

management of portfolio to the Trust, should this be the preferred approach for managing the portfolio.

#### *Independence and Council influence*

- 45 Ensuring the Trust is truly independent is important to ensure potential funding opportunities are not jeopardised. However, Council will be able to influence the focus and conduct of the Trust through selection of the Council-appointed trustee and mechanisms within the Relationship Framework Agreement, including regular reporting and meetings.

#### **Ngā kōwhiringa | Options**

- 46 Options including benefits, risks and implications are summarised in the table below:

<b>Kōwhiringa   Options</b>	<b>Hua   Benefits</b>	<b>Tūraru   Risks</b>
Option A: Proceed with the establishment of the Trust as proposed in this paper	Enable officers to proceed with next steps to get the Trust established	Community may perceive that the move to establish a Trust is a way of Council absolving itself of responsibility in responding to growing housing need.
Option B: Proceed with the establishment of the Trust but with changes to what is proposed in this paper	More time may allow for a more thorough process	Potential impact on timeframes for trust establishment  Changes to Board composition or appointment process may put at risk the trust's independence, and potential to qualify as a CHP
Option C: Do not proceed with the establishment of the Trust	Cost savings – funds set aside for establishment costs could be redirected	Reputational risk – the outcome of public consultation was very strong support for the formation of an Affordable Housing Trust

#### **Mana whenua**

- 47 To support the implementation of the Housing Strategy Te Urunga Whakakāinga, a Kapiti Place-Based Housing Steering Group, with representation from Te Rūnanga O Toa Rangātira, Ngā Hapū o Ōtaki and Āti Awa ki Whakarongotai Charitable Trust and central government (including the Ministry for Housing and Urban Development, Kāinga Ora, and Te Puni Kokiri) has been formed.
- 48 Council staff have also proactively worked with Ngā Hapū o Ōtaki, Ngāti Toa Rangātira, and Te Ātiawa ki Whakarongotai to understand their aspirations and current activity to support provision of housing in their communities. These discussions confirmed that there was a strong willingness to partner and that iwi and hapu were already well advanced in their thinking about the delivery of social and affordable housing.
- 49 The inclusion of specific principles, an objective and actions related to Māori housing within the Housing Strategy illustrate that Council recognises it needs to take a supportive role in helping to deliver Māori housing solutions.
- 50 Initial feedback on the preferred option for an affordable housing entity was sought from our Ngā Hapū o Ōtaki, Te Ātiawa ki Whakarongotai, and Ngāti Toa Rangitira and the establishment of a trust has continued to be supported.

- 51 The importance of Māori representation at a governance level within the Trust is recognised by the Te Whakaminenga o Kāpiti appointed Trustee.
- 52 One of the key objectives for the affordable housing entity is to be able to partner with iwi for delivery. This is aligned with the above key guiding principle from the Housing Strategy and enables ongoing partnership.
- 53 Engagement and discussion to date has confirmed a strong interest in housing across the district and available capacity to appoint a representative to the proposed Housing Trust. Further engagement with iwi will occur throughout the trust establishment period.

### Panonitanga Āhuarangi me te Taiao | Climate change and Environment

- 54 Minimising climate impact can be achieved through having compact and well-designed and planned urban areas.
- 55 Climate impact will be considered through greater housing options, a variety of transport connections, and ensuring that development considers natural hazard constraints.
- 56 The resilience and sustainability objective within the Housing Strategy considers that new homes meet or exceed Climate/Carbon measurements and Healthy Homes benchmarks. This will be built into the affordable housing trust approach when delivery of housing is considered.

### Ahumoni me ngā rawa | Financial and resourcing

- 57 The RFA outlines support services that Council will provide to the Trust. These include an annual operating grant, and in-kind support such IT and administrative services on a transitional basis. More information on costs will be provided to Council at the meeting scheduled for 9 May 2024.
- 58 There is sufficient funding in Council's Housing budget to support the establishment of the Trust.
- 59 Council would also provide in-kind support for the Trust on a transitional basis.
- 60 Should additional funding / support be required from the Trust, Council would consider this in accordance with the requirements of the RFA.
- 61 The property at 254 Rangiuuru Road, Ōtaki, was purchased by Council for affordable housing. As part of Trust establishment steps, Council officers will provide options for initial capital investment for Council consideration in mid-2024. No decisions are proposed at this stage.

### Tūraru ā-Ture me te Whakahaere | Legal and Organisational Risk

- 62 Legal advice was sought for the preparation of the Trust Deed and Relationship Framework Agreement.
- 63 Further legal advice will be sought if Council considers transferring further assets / funding to the trust following trust establishment.
- 64 Organisational risk includes reputational risk to Council if the Trust fails to deliver the intended housing outcomes. The Relationship Framework Agreement provides mechanisms for Council to monitor and review the trust's performance.

### Ngā pānga ki ngā kaupapa here | Policy impact

- 65 The community outcome '*our people have access to suitable quality housing in Kāpiti so that they can live and thrive*' was included in the Long-Term Plan 2021-41 due to the strong concern about the growing local housing issues and to guide Council's response to the district's challenges and opportunities.
- 66 The Kāpiti District Council Housing Strategy was approved by the Strategy and Operations Committee on 12 May 2022.

- 67 Housing Affordability is identified as a key focus area in the Housing Strategy with a response to *‘explore how alternative tenure and ownership models could be incentivised or delivered in partnership with others (e.g., build to rent, community land trust or leaseholder arrangements)’* (the Housing Strategy, page 28).

## TE WHAKAWHITI KŌRERO ME TE TŪHONO | COMMUNICATIONS & ENGAGEMENT

### Te mahere tūhono | Engagement planning

- 68 Clear communication of the drivers and intent of establishing an Affordable Housing Trust is important. There may be a perception in the community that the move to establish a Trust could be a way of Council of absolving itself of responsibility in responding to growing housing need. The communication plan that has been developed as part of this project emphasises the establishment of a Trust is part of Council’s mandate to become more active in addressing housing issues and creates opportunities for more innovation and focus along with potential funding avenues.
- 69 A Communications Plan has been developed to support communications with the community and key stakeholders about the establishment of the housing trust.

### Whakatairanga | Publicity

- 70 Council will use its established communications channels to inform the community of the key stages of the establishment of the Trust and the rationale for the decision to establish the Trust.

## NGĀ ĀPITI HANGA | ATTACHMENTS

1. Appendix 1: Trust Deed [↓](#)
2. Appendix 2: Summary of key clauses in Trust Deed [↓](#)
3. Appendix 3: Relationship Framework Agreement [↓](#)
4. Appendix 4: Summary of key clauses in RFA [↓](#)

Dated

2024

**TRUST DEED FOR THE [INSERT NAME  
OF TRUST]**

**BETWEEN**

**KĀPITI COAST DISTRICT COUNCIL**  
Settlor

AND

**[NAMES OF TRUSTEES]**  
Trustees

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TRUST DEED dated the \_\_\_\_\_ day of \_\_\_\_\_ 2023

#### PARTIES

- (1) **KĀPITI COAST DISTRICT COUNCIL** (the **Settlor**)
- (2) **NAME OF COUNCIL-APPOINTED TRUSTEE**, [Title], of [Location]  
**NAME OF MĀORI TRUSTEE**, [Title], of [Location]  
**NAME OF INDEPENDENT TRUSTEE**, [Title], of [Location]  
**NAME OF INDEPENDENT TRUSTEE**, [Title], of [Location]  
**NAME OF INDEPENDENT TRUSTEE**, [Title], of [Location] (**Original Trustees**)

#### INTRODUCTION

- A. The Settlor wishes to establish a charitable trust to be known as the **[name]** for the Charitable Purposes set out in this Trust Deed.
- B. The Settlor gifts \$10.00 (**Initial Gift**) to the Trustees to settle the Trust. It is anticipated that further money, property, and investments may, from time to time, be paid or transferred to the Trust.
- D. The Settlor and the Original Trustees have agreed to enter into this Trust Deed specifying the terms of the Trust.

#### 1. INTERPRETATION

- 1.1 **Defined Terms:** In this Trust Deed, unless the context otherwise requires:

**Act** means the Trusts Act 2019;

**Associated Person** means a person who is an associated person of any Trustee for the purposes of the exemptions from income tax for a tax charity as set out in the Income Tax Act 2007;

**Board** means the board of Trustees of the Trust;

**Board Appointments Panel** means the panel of persons specified in clause 3.3 of Schedule 2;

**Charitable Purposes** means the purposes of the Trust as set out in clause 4.1;

**Community Housing Provider** means a “community housing provider” as defined in section 2 of the Public and Community Housing Management Act 1992;

**Conflict Transaction** has the meaning given in clause 17.1;

**Council-Appointed Trustee** means a Trustee that is appointed by the Settlor in accordance with clause 4.1(a) of Schedule 2;

**Council-Controlled Organisation** means an entity that is a “council-controlled organisation” pursuant to section 6 of the Local Government Act 2002;

**Council Organisation** means an entity that is a “council organisation pursuant to section 6 of the Local Government Act 2002;

**Council Officer** means an employee of, or contractor to, the Settlor;

**Elected Member** means a person elected as a councillor of the Settlor;

**Financial Year** means each 12-month period ending on 30 June;

**Income Related Rent Subsidy** or **IRRS** means the subsidy paid by the Ministry of Housing and Urban Development to Registered Community Housing Providers pursuant to a reimbursement agreement or tailored agreement under the Public and Community Housing Management Act 1992 to cover the difference between rent paid by public housing tenants and the market rent for the property;

**Independent Trustee** means a Trustee that is not associated with the Settlor (including as an Elected Member or Council Officer) or any of the Māori Trustee Appointing Parties and is appointed by the Board Appointments Panel in accordance with clause 4.1(c) of Schedule 2;

**Kapiti Coast District** means the district of the Kapiti Coast District Council as constituted by the Local Government (Wellington Region) Reorganisation Order 1989, Gazette 1989, page 2491

**Local Authority** means “local authority” as defined in section 5 of the Local Government Act 2002;

**Māori Trustee** means a Trustee that is appointed by Te Whakaminenga o Kāpiti in accordance with clause 4.1(b) of Schedule 2;

**Registered Community Housing Provider** means a “registered community housing provider” as defined in section 2 of the Public and Community Housing Management Act 1992;

**Settlor Representatives** means persons, who are not Trustees, that are chosen by the Settlor to attend Board meetings;

**Special Majority** means a majority of 75% of the votes of Trustees entitled to vote and voting on a decision of the Trust;

**Subsidies** means any subsidies, payments or financial accommodation provided by the Crown to Registered Community Housing Providers or community housing providers to assist such providers with the provision of public, social or community housing, including the payment of IRRS;

**Te Whakaminenga o Kāpiti** means the independent advisory forum for the partnership between mana whenua and Kapiti Coast District Council, where mana whenua means each of:

- (a) Ngāti Raukawa ki te Tonga;
- (b) Ngāti Toarangatira; and
- (c) Te Ātiawa ki Whakarongotai;.

**Trust** means the trust evidenced by this Trust Deed;

**Trust Deed** means this Trust Deed and any deed of variation or replacement;

**Trust Fund** means the Initial Gift, all money, investments or other property paid or given to or acquired or agreed to be acquired by the Trustees, and additions and accretions to the Trust Fund and any part of the Trust Fund after this Trust Deed has been signed with the intention that it be held by the Trustees subject to the trusts and other provisions set out in this Trust Deed;

**Trustee Skills and Experience** means the following:

- (a) experience in community, social or affordable housing;

- (b) experience in management or governance in any or all of tenancy management, property development, asset management and social services;
- (c) experience in the operation and implementation of government funding programmes;
- (d) an empathy with the communities in the locations where the Trust intends to provide community, social and/or affordable housing;
- (e) an understanding of the Charitable Purposes;
- (f) financial management experience;
- (g) governance experience in either not-for-profit or business organisations;
- (h) legal experience in either not-for-profit or business organisations;
- (i) experience in strategy development, policy development, risk management or organisational change;
- (j) experience in operations or service delivery;
- (k) knowledge and understanding of Te Tiriti o Waitangi, Te Ao Māori and tikanga Māori;
- (l) financial literacy relevant to the financial and economic issues related to the Trust; and
- (m) any other attributes deemed necessary or desirable; and

**Trustees** means the trustees for the time being of the Trust.

1.2 **Construction:** In this Trust Deed, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a reference to parties is a reference to the parties to this Trust Deed, including their successors, permitted assignees and permitted transferees;
- (c) a reference to persons includes a reference to human beings and any form of legal personality, incorporated or unincorporated;
- (d) whenever the words includes or including (or any similar expression) are used, they are deemed to be followed by the words “without limitation”;
- (e) headings are included for the purpose of ease of reference only and are not to have any effect on construction and interpretation;
- (f) a clause is a reference to the clauses of this Trust Deed;
- (g) a schedule is a reference to a schedule of this Trust Deed;
- (h) a reference to documentation includes:
  - (i) a reference to that document as varied, supplemented, novated or substituted from time to time; and
  - (ii) a reference to that documentation in any form, whether paper based or in electronic form encoded on or as part of any form of media; and
- (i) legislation includes amendments to and re-enactments of that legislation.

## 2. NAME OF TRUST

- 2.1 The name of the Trust is the **[name]**.
- 2.2 The Trustees may by deed, and only with the consent of the Settlor, change the name of the Trust at any time.

## 3. TRUST FUND AND DECLARATION

- 3.1 The Settlor directs and the Trustees acknowledge and declare that they hold the Trust Fund upon trust for the Charitable Purposes and on the trusts set forth in this Trust Deed.
- 3.2 The Trustees shall be at liberty to receive and accept from any source, gifts or grants of monies, investments or other property for the Charitable Purposes or for any specific purpose that falls within the Charitable Purposes. The receipt of the secretary, treasurer or other person or persons appearing to the Trustees to be authorised to give receipts on behalf of the recipient of any payment made under the terms of this deed, shall be a complete discharge to the Trustees for that payment.

## 4. CHARITABLE PURPOSES

- 4.1 The Trust is established to relieve poverty and benefit the people of the Kāpiti Coast District by providing community housing, social housing, public housing, older persons' housing, affordable housing or any other similar housing in the Kāpiti Coast District, which may include the Trustees carrying out (without limitation) any of the following activities:
- (a) acquiring, developing and leasing community housing, social housing, public housing, affordable housing, older persons' housing or any other similar housing;
  - (b) providing associated housing services;
  - (c) carrying out any other activities that may assist or support community housing, social housing, public housing, affordable housing, older persons' housing or any other similar housing schemes;
  - (d) engaging with local, and central government authorities and other social agencies to assist with the provision of housing in the Kāpiti Coast District;
  - (e) engaging and working with existing Community Housing Providers, iwi and other housing providers in the Kāpiti Coast District;
  - (f) advising, educating and supporting households facing housing stress through hosting seminars, workshops and any other means deemed appropriate by the Trustees that help households with their housing needs;
  - (g) becoming a Registered Community Housing Provider.
- 4.2 In carrying out the Charitable Purposes, the Trustees shall, to the extent deemed appropriate:
- (a) focus on benefitting those who qualify for community housing, social housing, public housing, affordable housing, older persons' housing or any other similar housing due to their financial position and income;
  - (b) have due regard to the following:

- (i) te Tiriti o Waitangi;
- (ii) Tikanga Māori;
- (iii) Te Ao Māori; and
- (iv) principles, including (but not limited to):
  - (1) manaakitanga, inclusivity and collaboration with mana whenua;
  - (2) recognition and respect for sacred kinship networks that extend to our natural environment;
  - (3) balance during processes, engagements and interactions;
  - (4) honesty and transparency;
  - (5) solutions that bring success through aroha and kotahitanga; and
  - (6) humility and service to promote care and safety to others;
- (c) engage with local whānau, hapū and iwi, where appropriate, to ensure their needs are understood and recognised, and housing for mana whenua is provided for through the Trust's housing development projects.

## 5. REGISTRATION AND STATUS

- 5.1 As soon as reasonably practicable and as a matter of priority, following the date of execution of this Trust Deed, the Trustees shall apply:
- (a) to be registered as a charitable entity under the Charities Act 2005;
  - (b) to be incorporated as a board pursuant to the Charitable Trusts Act 1957; and
  - (c) a donee organisation recorded on the Inland Revenue register of donee organisations.
- 5.2 The Trustees may apply to become a Registered Community Housing Provider in accordance with the Public and Community Housing Management Act 1992 to be eligible for Subsidies.
- 5.3 The Trustees shall do all things reasonably necessary, desirable and/or expedient to successfully make the applications referred to in clause 5.1 and to maintain each relevant status, including by complying with all requirements of all applicable legislation, regulations, eligibility criteria and performance standards, and shall not carry out any activity that would result in each relevant status being revoked or suspended.
- 5.4 If the Trust becomes a Registered Community Housing Provider, the Trustees shall ensure that the Trust:
- (a) maintains that status; and
  - (b) establishes and maintains the capacity to meet the performance standards set out in the Public and Community Housing Management (Community Housing Provider) Regulations 2014, and any other relevant requirements specified in legislation.

- 5.5 The Trustees shall endeavour to ensure that no action is carried out that would result in the Trust becoming a Council-Controlled Organisation or subsidiary of the Settlor or any other Local Authority.

## **6. BOARD OF TRUSTEES**

- 6.1 The Board shall conduct the business and activities of the Trust so as to achieve the Charitable Purposes.

- 6.2 Schedule 2 sets out provisions in relation to the following:

- (a) the number of Trustees;
- (b) the composition of the Board;
- (c) the appointment and removal of Trustees;
- (d) the appointment and composition of the Board Appointments Panel;
- (e) the terms of appointment for Trustees; and
- (f) the appointment of a chairperson,

and will bind the Trustees both before and after their incorporation as a board under the Charitable Trusts Act 1957.

- 6.3 Subject to the terms of this Trust Deed, the Trustees may by deed, amend the provisions relating to the composition of the Board and the appointment and removal of Council-Appointed Trustees specified in Schedule 2 only with the consent of the Settlor.

## **7. TRUSTEE DUTIES**

- 7.1 In addition to the mandatory and default duties specified below, the Trustees shall:

- (a) develop and maintain a working relationship with the Settlor and iwi, and with other community, social, public and affordable housing providers in the Kāpiti Coast District; and
- (b) consult with the Settlor on a regular basis to ensure that the Trustees are aware of the Settlor's views and policies relating to community housing, provided that the Trustees shall not be bound to promote any views and/or policies of the Settlor.

- 7.2 The Trustees must comply with the mandatory duties set out in sections 23 to 27 of the Act as follows:

- (a) know the terms of the Trust;
- (b) act in accordance with the terms of the Trust;
- (c) act honestly and in good faith;
- (d) act to further the Charitable Purposes; and
- (e) exercise their Trustee powers for a proper purpose.

- 7.3 The Trustees must comply with the default duties set out in sections 29-36 of the Act, save as to any modification contained in this deed.

7.4 The duties contained in sections 36 (duty of impartiality) and 38 (duty to act unanimously) of the Act are excluded and shall not apply to the Trustees.

## 8. TRUSTEES' GENERAL DUTY OF CARE

8.1 Notwithstanding section 29 of the Act, it is hereby declared that the care and skill to be exercised by the Trustees when administering the Trust shall, at all times, be the care and skill that is reasonable in the circumstances, without having regard to:

- (a) any special knowledge or experience that a Trustee has or holds themselves out as having; and
- (b) if a Trustee acts as a trustee in the course of a business or profession, any special knowledge or experience that is reasonable to expect of a person acting in the course of that kind of business or profession.

8.2 Clause 8.1 represents a modification of section 29 (general duty of care) of the Act.

## 9. TRUSTEE POWERS AND DISCRETIONS

9.1 In addition to all the powers, authorities and discretions vested in the Trustees by law, the Trustees shall have all the powers of an absolute owner of property and shall have the widest possible powers and discretions to achieve the Charitable Purposes, subject to the terms of this Trust Deed and any direction to the contrary in any instrument evidencing or conferring a gift accepted by the Trustees, provided that such direction is not inconsistent with the charitable nature of the Trust.

9.2 The Trustees may appoint, from time to time, any committee, sub-committee, focus group or adjunct as they may from time to time think expedient for carrying out the Purposes. The Trustees may appoint a member of any such committee, sub-committee, focus group or adjunct to exercise or perform, on behalf of the Trustees, specified powers or functions in relation to the Trust or to make specified decisions in relation to the Trust Fund subject always to the restrictions contained in section 67(2) of the Act.

9.3 Without prejudice to the generality of clause 9.1, or to any of the Trustees' express or implied powers, the Trustees shall also have the powers set out in Schedule 1 and may exercise them either alone or with any other person(s).

9.4 Subject to the provisions of this Trust Deed, including clause 9.5, all powers and discretions of the Trustees may be exercised by the Trustees in their absolute discretion on such terms as the Trustees think fit.

9.5 In the exercise of the Trustees' powers and discretions the Trustees shall:

- (a) observe the duties set out in clause 7; and
- (b) not breach, and shall further, the Charitable Purposes.

## 10. APPLICATION OF INCOME

10.1 The Trustees may at any time pay, apply or appropriate, or decide to pay, apply or appropriate as much of the income arising from the Trust Fund in a Financial Year as they think fit towards one or

more of the Charitable Purposes, provided that where there is more than one Charitable Purpose, the Trustees need not treat each Charitable Purpose equally.

- 10.2 The Trustees, by written resolution, may appropriate any investments for one or more of the Purposes of the Trust in anticipation of a payment or application under clause 11.1.
- 10.3 In any Income Year, the Trustees may appropriate all or part of the income derived or to be derived from the Trust Fund during that Income Year even though, at the time of appropriation, they have not received the income being appropriated.
- 10.4 If the Trustees appropriate any income for any purpose of the Trust the recipient of that income shall take an absolute and indefeasible interest in that income as from the date on which it is appropriated.
- 10.5 The Trustees need not distribute all of the income arising from the Trust Fund in an Income Year, but may retain or decide to retain all or part of that income to establish or augment any reserve fund, which may be used at any later time for any purpose for which income arising from the Trust Fund may be used.
- 10.6 Any payment or application pursuant to clause 10.1:
  - (a) shall be after the payment or provision for costs or expenses arising or expected to arise out of the Trust's activities; and
  - (b) take account of any trust or obligation that may be impressed upon a part of the Trust Fund.

## **11. APPLICATION OF CAPITAL**

- 11.1 At any time, the Trustees may, or may decide to pay, apply or appropriate as much of the capital of the Trust Fund as they think fit for or towards one or more of the Charitable Purposes of the Trust provided that where there is more than one Charitable Purpose, the Trustees need not treat each Charitable Purpose equally. Any payment, application or appropriation of capital may be made either in addition to or in place of any payment, application or appropriation of income.

## **12. INVESTMENT OF THE TRUST FUND**

- 12.1 The Trustees may invest the Trust Fund and the income from it in any form of investment, and vary any such investment from time to time. Where, for the time being, there is more than one person acting as a trustee of the Trust Fund, and one or more, but not all, of them is or are engaged in a profession, employment or business which is or includes acting as a trustee or investing money on behalf of others, then in exercising any power of investment, that trustee or those trustees (as the case may be) shall not be required to exercise the care, diligence and skill that a prudent person engaged in that profession, employment or business would exercise in managing the affairs of others. Rather, that trustee or those trustees (as the case may be) shall be required only to exercise the care, diligence and skill that a prudent person of business would exercise in managing the affairs of others. This clause represents a modification of sections 29 (general duty of care) and 30 (duty to invest prudently) of the Act.
- 12.2 The Trustees may retain any investments coming into the Trustees' hands as part of the Trust Fund for as long as the Trustees think proper, even if they are not investments which could be properly

made by a trustee. This clause represents a modification of sections 29 (general duty of care) and 30 (duty to invest prudently) of the Act.

- 12.3 The Trustees may hold any part of the Trust Fund uninvested and in any currency for as long as the Trustees think fit without being liable for any loss due to devaluation or any foreign exchange or other governmental restriction except in circumstances where that loss was sustained as a result of that Trustee dishonesty, wilful misconduct or gross negligence. This clause represents a modification of sections 29 (general duty of care) and 30 (duty to invest prudently) of the Act.
- 12.4 The Trustees may have regard to the factors set out in section 59 of the Act when exercising the power to invest.

### **13. EXECUTION OF DOCUMENTS**

- 13.1 If the Trustees become incorporated as a board under the Charitable Trusts Act 1957, they shall have custody of the common seal, and from time to time by resolution they may adopt any seal they think fit. The common seal must not be affixed to any document unless the Trustees have already authorised its use on that document. When a document is to be sealed on the prior authority of the Trustees the seal must be affixed to the document in the presence of two Trustees who must sign the document.
- 13.2 Contracts may be made on behalf of the Board as follows:
- (a) a contract which if made by private persons would be by law required to be by deed may be made on behalf of the Board in writing under the common seal, attested to by at least 2 of the Trustees; and
  - (b) a contract which if made between private persons would be by law required to be in writing, signed by the parties to be charged therewith, may be made on behalf of the board in writing signed by a Trustee acting under its express authority.

### **14. KEEPING RECORDS**

- 14.1 The Trustees shall maintain full and accurate records of the activities of the Trust and comply with the requirements of sections 45-48 of the Act. The records may be in hard copy or electronic format.
- 14.2 The Trustees shall ensure that adequate arrangements are in place for the continuous retention of documents and records relating to the Trust such as:
- (a) the Trust Deed and deeds effecting Trustee changes;
  - (b) correspondence and records on implementation of the Charitable Purposes;
  - (c) minutes of Trustee meetings; and
  - (d) records of title, accounting, payroll and investment records, contracts in writing and other records created in the course of conduct of the activities of the Trust.
- 14.3 The Trustees may arrange for the retention of the records in electronic format.
- 14.4 Each Trustee:

- (a) shall retain a copy of the Trust Deed; and
  - (b) in the event of ceasing to be a Trustee, hand over to a continuing Trustee all documents and records relating to the Trust.
- 14.5 The Trustees shall appoint an auditor to audit the activities of the Trust. The appointed auditor will continue as the auditor until removed by resolution of the Trustees.

#### **15. LIMITATION OF LIABILITY AND INDEMNITY**

- 15.1 Subject to clause 15.4 The Trustees are fully indemnified by and out of the Trust Fund for any loss or liability incurred in the exercise or attempted exercise of any trust, power, authority or discretion vested in the Trustees of the Trust, to the extent the Trust has sufficient funds. The indemnity includes, in particular, any liability to satisfy all costs and expenses arising out of conduct of the activities of the Trust. The Trustees shall have a lien on and may use monies forming part of the Trust Fund in pursuance of the indemnity contained in this clause 15.1.
- 15.2 The Board may effect insurance for a Trustee or employees of the Trust in respect of any liability referred to in clause 15.1 and will meet all costs associated with such insurance.
- 15.3 The indemnity conferred by clause 15.1 may extend to any loss or liability arising after a person has ceased to be a Trustee.
- 15.4 The indemnity conferred by clause 15.1 does not extend to a loss or liability that is attributable to a Trustee's dishonesty, wilful misconduct or gross negligence.
- 15.5 The Trustees are not liable to account to the Trust in its own right for:
- (a) the consequence of any act or omission or for any loss; and
  - (b) any loss or cost caused by a special trust adviser or an attorney, delegate, manager, agent or employee engaged by the Trustees, despite any rule of law or equity to the contrary.
- 15.6 The exclusion from liability set out in clause 15.5 does not apply where the consequence or loss is attributable to a Trustee's dishonesty, wilful misconduct or gross negligence.
- 15.7 If there is more than one Trustee, no Trustee is bound to take any proceeding against a co-Trustee for any alleged breach of trust by the co-Trustee.

#### **16. NO PRIVATE PECUNIARY PROFIT**

- 16.1 Despite any other provision in this Trust Deed but subject to clauses 4 and 16.5, neither the Trustees nor an Associated Person shall receive any form of private pecuniary profit from the Trust.
- 16.2 In the conduct of the activities of the Trust:
- (a) any income, benefit or advantage shall be applied to promote the Charitable Purposes;
  - (b) the Trustees and an Associated Person shall not receive any form of private income, benefit or advantage from the activities of the Trust, nor influence receipt of the same; and
  - (c) any payment to a Trustee or an Associated Person for goods or services that help promote the Charitable Purposes must be reasonable and commensurate with payments that would be made between unrelated parties.

- 16.3 The effects of this clause 16 must be retained in any other Trust Deed evidencing or continuing the Trust.
- 16.4 Notwithstanding this clause 16, the Trustees may allow a Trustee or committee member appointed by the Trustees to be paid:
- (a) reasonable and proper remuneration for services actually provided to the Trust and/or for carrying out their role as Trustee or committee member;
  - (b) for 'out of pocket' expenses properly incurred in carrying out the duties and responsibilities of a Trustee or committee member;
  - (c) any Trustee is to be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by that Trustee or by any firm or entity of which that Trustee is a member, employee or associate in connection with the affairs of the Trust; and
  - (d) any Trustee may retain any remuneration properly payable to that Trustee by any company or undertaking with which the Trust may be in any way concerned or involved for which that Trustee has acted in any capacity whatsoever, notwithstanding that that Trustee's connection with that company or undertaking is in any way attributable to that Trustee's connection with the Trust.

The provisions of this clause 16.4 represent a modification of the duties contained in sections 31 (duty not to exercise power for own benefit), 34 (duty to avoid conflict of interest), 36 (duty not to profit) and 37 (duty to act for no reward) of the Act.

- 16.5 Any such payment made under clause 16.4 shall:
- (a) be reasonable having regard to the nature and extent of the services provided or expenses incurred; and
  - (b) be an amount that is at a market rate (consistent with an appropriate fee framework(s) for not-for-profit boards) and not more than the Trust would have paid a third party for a similar service or expense.
- 16.6 The amount of any payment referred to in clause 16.4 shall be decided by the Trustees in accordance with clause 16.5 above and the restrictions imposed by this clause 16.
- 16.7 The Trustees shall not fix any Trustee remuneration for time spent as Trustee more than once annually.
- 16.8 No person with control over any business carried on for the benefit of the Trust shall be permitted to direct or divert an amount derived from such business in a manner that would breach section CW 42(1)(c) of the Income Tax Act 2007. For the purposes of the preceding sentence, the terms "control over a business" and "carrying on a business" shall be interpreted having regard to the ordinary meanings of those terms and sections CW 42(3) and CW 42(5) of the Income Tax Act 2007.
- 16.9 For the avoidance of doubt, a person who is in the course of and as part of the carrying on, of their business of a professional public practice, shall not, by reason only of them rendering professional

services to the Trust or to any company or person by which any business of the Trust is carried on, be in breach of clause 16.8.

## 17. CONFLICT TRANSACTION

17.1 A **Conflict Transaction** exists for a Trustee where the Trustee:

- (a) is associated with any company, partnership, organisation, group or trust with which the Trustee is dealing with in his/her capacity as Trustee;
- (b) is a party to, or will derive or may derive a material financial benefit from that transaction;
- (c) has a material financial interest in another party to the transaction;
- (d) is a director, officer or trustee of another party to, or person who will or may derive a material financial benefit from the transaction, not being a party that is wholly owned by the Trust;
- (e) is the parent, child or spouse, civil union partner, or de facto partner of another party to, or person who will or may, derive a material financial benefit from the transaction; or
- (f) is otherwise directly or indirectly materially interested in the transaction.

17.2 The procedure for dealing with a Conflict Transaction is set out in clause 6 of Schedule 3.

## 18. AMENDMENTS OF THE TRUST DEED

18.1 Subject to any relevant legislation, clause 18.2 and other provisions of this Trust Deed in relation to amendments to specific terms of this Trust Deed, the Trustees may by unanimous decision only, by deed, vary the terms of the Trust by way of amendments, deletions or additions to the Trust Deed.

18.2 The Trustees shall not vary the terms of the Trust if such variations would result in:

- (a) the Trust being permitted to operate in a manner other than to advance the Charitable Purposes, or operate for the private pecuniary profit of any individual; or
- (b) any status obtained by the Trust as referred to in clauses 5.1 or 5.2 being revoked, suspended, altered or being unable to be renewed.

## 19. WINDING UP

19.1 The Trustees may at any time, by unanimous decision only, wind up the Trust if:

- (a) in their opinion, it becomes impossible, impracticable or inexpedient to carry out the Purposes; and
- (b) they decide not to exercise their power under clause 11.1 to pay, apply or appropriate the whole of the capital of the Trust Fund for the Charitable Purposes.

19.2 In the event the Trustees unanimously vote to wind up the Trust and after all liabilities of the Trust have been discharged, the Trustees shall, subject to clause 19.23, apply the surplus assets of the Trust Fund to some other charitable organisation or body registered under the Charities Act 2005 and having similar objects to the Trust.

19.3 In complying with their obligations under clause 19.2, and subject to the Trustees being unanimously satisfied (acting reasonably) that a transfer would further the Charitable Purposes (or similar charitable purposes as defined in section 5(1) of the Charities Act 2005), the Trustees must offer the Settlor the first right to accept the transfer of the land owned by the Trust that was provided to the Trust by Kāpiti Coast District Council or purchased by the Trust using a financial contribution from Kāpiti Coast District Council, under a written protocol..

19.4 If the Trustees cannot determine the application of the Trust Fund in accordance with the requirements of this clause 19, the Trust Fund will be applied to such charitable purposes within New Zealand as directed by a Judge of the High Court of New Zealand.

20. GOVERNING LAW

20.1 This Trust Deed will be governed by and construed in accordance with the laws of New Zealand.

EXECUTION

SIGNED on behalf of KĀPITI COAST )
DISTRICT COUNCIL )
as Settlor by its authorised officers in the )
presence of: )

Authorised Officer

Authorised Officer

Print Name

Witness to both signatures

Print Name

Address

Occupation

SIGNED by [x] )
as a Trustee in the presence of )

Signature

Witness signature

Occupation

Address

**SIGNED** by [x] )  
as a **Trustee** in the presence of )

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**SIGNED** by [x] )  
as a **Trustee** in the presence of )

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**SIGNED** by [x] )  
as a **Trustee** in the presence of )

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**SCHEDULE 1: TRUSTEE POWERS**

**1. POWERS**

1.1 Subject to the provisions of this Deed, the Trustees have the power to undertake the following activities:

- (a) to sell any real or personal property forming part of the Trust Fund in the manner and on the terms and conditions the Trustees think fit, including (without limitation) power to allow such part of the purchase price as the Trustees think fit to remain on loan with or without security or to be payable by instalments;

- (b) to postpone the sale of any real or personal property forming part of the Trust Fund for as long as the Trustees think fit without being liable for any resultant loss to the Trust Fund;
- (c) to let any real and personal property at such rent (including on a rent free basis) and on such terms and conditions (including an option to purchase) as the Trustees think fit and to accept surrenders of any leases and tenancies. This clause represents a modification of the duties contained in sections 29 (general duty of care) and 30 (duty to invest prudently) of the Act;
- (d) to borrow any money at whatever rate of interest and upon whatever other terms and conditions the Trustees may think fit. For this purpose, the Trustees may give security for repayment over the entire Trust Fund or any part of it, whether or not any part over which the security is given benefits from the borrowing;
- (e) undertake fundraising activities to help with promotion of the Charitable Purposes;
- (f) adopt procedures for inviting and processing applications for assistance from the Trust in ways which would promote the Charitable Purposes;
- (g) seek and receive any conveyance, transfer, gift, devise, donation or bequest to help the Trustees promote the Charitable Purposes;
- (h) maintain a bank account and set authorisations on operating the account and the payment of creditors;
- (i) pay all costs and expenses incurred in the course of the Trustees carrying out or exercising any of the Trustees' powers and discretions;
- (j) create a provision for possible liabilities;
- (k) make any loans or advances (with or without security) for any of the Charitable Purposes in such manner and on such terms and conditions as the Trustees think fit (this clause represents a modification of the duties contained in sections 29 (general duty of care) and 30 (duty to invest prudently) of the Act);
- (l) for any part of the Trust Fund, the Trustees may:
  - (i) apply it to make an investment in a debt security and/or an equity security;
  - (ii) apply it towards the purchase of property or any interest in property which the Trustees consider with benefit the Trust Fund and in exercising this power, the Trustees shall not be taken to be exercising a power of investment;
  - (iii) retain it even if it is of a wasting, speculative or reversionary nature, may not produce income, or might be decreasing or not increasing in value;
  - (iv) pay all insurance premiums, rates, taxes, rents, repairs and other outgoings;
  - (v) improve, develop or subdivide it;
  - (vi) do anything that may increase value including, for example, adding to any buildings or structures, and entering into leases, tenancy agreements, party wall agreements, easements or profits à prendre;

- (vii) grant a lease or licence;
- (viii) waive debts, breaches, accept surrenders and terminate tenancies and licences either absolutely or on such terms as the Trustees think expedient except in circumstances where that loss was sustained as a result of the Trustee's own dishonesty, wilful misconduct or gross negligence;
- (ix) deposit all or part of the Trust Fund in any currency in a savings or other interest or non-interest bearing account with any bank, trust, company or other financial or investment institution in any jurisdiction in the world and in making any deposit the Trustees shall not be liable for any loss due to devaluation or any foreign exchange or other governmental restriction except in circumstances where that loss was sustained as a result of a Trustee's dishonesty, wilful misconduct or gross negligence;
- (x) convert it into money;
- (xi) grant security over it;
- (xii) deal generally and manage the Trust Fund as if the Trustees were the absolute owners of it; and
- (xiii) carry on any business or venture and establish any company, partnership or joint venture to conduct the same and the Trustees may use any part of the Trust Fund as capital in the business, and may also employ in the business such managers, agents, employees and other persons (including any Trustee other than a person who for the time being is the sole Trustee of the Trust Fund) as they think fit provided that each Trustee shall be absolutely indemnified out of the Trust Fund for any losses which they may sustain in so carrying on any such business except in circumstances where that loss was sustained as a result of a Trustee's dishonesty, wilful misconduct or gross negligence;
- (m) enter into and perform swap, hedging or other financial transactions;
- (n) enter into and perform a contract of indemnity and act as surety with any guarantee and security in support (this clause represents a modification of the duty contained in section 29 (general duty of care) of the Act);
- (o) in relation to any company or other legal body:
  - (i) exercise any voting, decision-making rights or other powers;
  - (ii) appoint directors, officers or employees or trustees of it; and
  - (iii) provide further share or loan capital;
- (p) engage any person including volunteers as:
  - (i) a special trust adviser;
  - (ii) an expert to assist the Trustees;
  - (iii) an attorney or delegate for the Trustees;

- (iv) a manager or agent for the Trustees;
  - (v) a secretary of the Trustees;
  - (vi) an employee of the Trustees in any matter relating to the Trust; or
  - (vii) a nominee or custodian pursuant to section 67 of the Act (and in accordance with section 68 of the Act, keep the arrangements under review and consider whether to exercise any power to intervene);
- (q) engage a chartered accountant to prepare annual accounts or to perform an audit of accounts;
- (r) effect policies of insurance or assurance for such amounts and on such terms as the Trustees in their absolute discretion think fit, including trustee liability insurance, and to transfer, assign, surrender or mortgage any interest in any such policies and to hold, accept and deal with any interest in any policy of insurance or assurance or its proceeds, but no Trustee will be liable for any loss due to lack of insurance or inadequate insurance not attributable to their own dishonesty, wilful misconduct or gross negligence (this clause represents a modification of sections 29 (general duty of care) and 30 (duty to invest prudently) of the Act);
- (s) act upon any expert or professional opinion or advice;
- (t) accumulate the income of the Trust Fund;
- (u) treat as capital of the Trust Fund the income of a Financial Year not determined by the end of the Financial Year to be applied for the Charitable Purposes;
- (v) set apart any part of the Trust Fund under a distinguishing name:
- (i) as a sub-trust;
  - (ii) as a special endowment; or
  - (iii) for a special purpose,
- and the costs of administration of any such discrete fund shall be met either out of such fund or out of the Trust Fund or any income derived from the Trust Fund as the Trustees may in their absolute discretion determine;
- (w) adopt procedures for the execution of documents;
- (x) decide all questions arising in the course of the management, administration, investment, realisation, distribution, liquidation, partition, resettlement or winding up of the Trust;
- (y) in respect of any company in which the Trust Fund holds or is the beneficial owner of shares, notes, stock or debentures:
- (i) to act as a director of the company and to receive and retain fees or other remuneration for so acting without having to account to the Trust Fund unless the Trustees otherwise require;
  - (ii) to provide out of the Trust Fund on such terms as the Trustees think fit further capital for the company either by way of advances, loans, deposits or otherwise (with or

without security) or by taking further shares in the company, but only insofar as the Trustees are satisfied on reasonable grounds that the provision of such further capital will contribute to the ability of the Trustees to fulfil the Purposes;

- (iii) to concur in the winding up, reconstruction or amalgamation of the company or in the modification of its regulations, on whatever terms the Trustees think fit; and
- (iv) generally to act in relation to the company in whatever manner the Trustees consider to be in the best interests of the Trust Fund,

(and this subclause represents a modification of the duties contained in sections 31 (duty not to exercise power for own benefit), 34 (duty to avoid conflict of interest), 36 (duty not to profit) and 37 (duty to act for no reward) of the Act);

- (z) generally do all other lawful acts and things that may promote the Charitable Purposes; and
- (aa) enter into any arrangement with any part of the government or local authority to obtain any rights, privileges or concessions that the Trustees may think desirable to obtain and carry out, and exercise and comply with any such arrangements.

**SCHEDULE 2: BOARD OF TRUSTEES****1. Number of Trustees**

- 1.1 Subject to the provisions in the Schedule, there must be no fewer than [five] Trustees, and no more than [seven] Trustees. There will always be [one] Council-Appointed Trustee and [one] Māori Trustee on the Trust.

**2. Appointment of Original Trustees**

2.1 The Original Trustees are the signatories to this Trust Deed.

2.2 For the purpose of:

- (a) clause 4.1(a) of this Schedule, [name] is appointed as a Council-Appointed Trustee;
- (b) [clause 4.1(b) of this Schedule, [name] is appointed as a Māori-Appointed Trustee;
- (c) clause 4.1(c) of this Schedule, [name] is deemed to be appointed as an Independent Trustee;
- (d) clause 4.1(c) of this Schedule, [name] is deemed to be appointed as an Independent Trustee;
- (e) clause 4.1(c) of this Schedule, [name] is deemed to be appointed as an Independent Trustee.]

2.3 If directed by the Settlor, as soon as practicable following the establishment of the Trust:

- (a) the Board Appointments Panel will be constituted in accordance with clause 3.3 of this Schedule; and
- (b) once the Board Appointments Panel has been constituted, the Board Appointments Panel will appoint further Independent Trustees so that there are at least three Independent Trustees, or any higher number determined by the Trust Board in accordance clause 4.1(c) of this Schedule.

**3. Board Appointments Panel**

3.1 The Board Appointments Panel will:

- (a) identify and appoint suitable candidates to fill any Board vacancy that arises for an Independent Trustee from time to time;
- (b) when making any appointment have regard to any guidance it receives from the Board of Trustees regarding particular skills or experience referred to in clause 4.3 of this Schedule that the Board of Trustees considers are desirable in relation to the vacancy; and
- (c) carry out its function as soon as practicable and use best endeavours to appoint an Independent Trustee within 60 calendar days of the relevant vacancy arising.

3.2 The Board Appointments Panel shall notify the Trust in writing of any appointment of an Independent Trustee made by the Board Appointments Panel as soon as such appointment has been made.

3.3 The Board Appointments Panel will be constituted as follows:

- (a) the Council-Appointed Trustee;

- (b) the Māori-Appointed Trustee appointed collectively by Te Whakaminenga o Kāpiti, with [name of Māori-Appointed Trustee] being a member of the initial Board Appointments Panel

**3.4 At any time:**

- (a) if the Settlor removes the Council-Appointed Trustee and appoints a new Council-Appointed Trustee in accordance with clause 4.1(a) of this Schedule, the new Council-Appointed Trustee will become a Board Appointments Panel member;
- (b) the Te Whakaminenga o Kāpiti may remove from the Board Appointments Panel the Māori-Appointed Trustee panel member referred to in clause 3.3(b) of this Schedule 2 at any time during that panel member's term and appoint another Māori-Appointed Trustee as a Board Appointments Panel member; and
- (c) the Board Appointments Panel members may consensus appoint or remove any independent panel members referred to in clause 3.3(c) of this Schedule 2, at any time during that person's term.

**3.5** Unless a person is removed from the Board Appointments Panel in accordance with clause 3.4 of this Schedule 2, each person appointed to the Board Appointments Panel shall be appointed for a term of three years and may be reappointed under clause 3.4 for subsequent periods of up to two years, except that the Council-Appointed Trustee member of the panel will remain a member of the panel for so long as the member remains a Council-Appointed Trustee.

**3.6** In performing its duties and undertaking its functions under this Trust Deed, the Board Appointments Panel shall not be liable to the Trust or any Trustee for any losses for damages incurred as a result of any act or omission of the Board Appointments Panel, provided that the Board Appointments Panel has acted honestly and has not wilfully committed any act known to be in breach of this Trust Deed

**3.7** The Board Appointments Panel shall not delegate its powers under this Trust Deed.

**4. Composition of Board and appointment of Trustees**

**4.1** Each of the following persons (including their delegates) shall have the power, exercisable by deed, to appoint trustees and to remove any trustees appointed by them, without assigning any reason, as follows:

- (a) the Settlor shall appoint one (1) Council-Appointed Trustee;

(b)

Te Whakaminenga o Kāpiti shall have the right to appoint one (1) Trustee; and

- (c) the Board Appointments Panel shall appoint the number of Independent Trustees determined by the Board of Trustees (being not less than three (3) or more than five (5) Independent Trustees).

**4.2** Subject to clause 4.3, each of the appointors referred to in clause 4.1 of this Schedule shall be entitled to determine and follow their own appointment process.

**4.3** In making the appointments of Trustees pursuant to clause 4.1 of this Schedule 2, the relevant appointing party must:

- (a) be reasonably satisfied that the relevant candidate possesses skills and experience that align with the Trustee Skills and Experience; and
  - (b) ensure that the following essential skills and experience are represented by at least one Trustee on the Board at all times:
    - (i) social tenancy management;
    - (ii) property development;
    - (iii) strategy development and business planning;
    - (iv) financial management and literacy;
    - (v) asset management;
    - (vi) legal and risk management; and
    - (vii) Mātauranga Māori,before any appointment of such candidate as a Trustee can be made.
- 4.4 A Trustee who has ceased to be a Trustee must carry out all acts and deeds and sign all documents necessary or desirable for the proper vesting of the Trust Fund in the continuing and new Trustees or otherwise as the case may require, which acts and deeds and signings shall be done and executed at the expense of the Trust Fund.
- 4.5 A person disqualified by the Charities Act 2005 from being an officer of a charitable entity may not be a Trustee.

## 5. Chairperson

- 5.1 The appointment of a Trustee as the chairperson of the Board will be made by majority resolution of the Trustees.
- 5.2 The appointment of the chairperson will be made at the first meeting of the Original Trustees.
- 5.3 The Board will decide on the period for which the chairperson will hold office.
- 5.4 In the absence of the chairperson at a meeting, another Trustee may be elected by Trustees present to be the chairperson for the meeting.
- 5.5 The chairperson shall take the chair at all meetings of the Trustees but shall not have a casting vote.
- 5.6 The chairperson may be removed from that position by a majority resolution passed by the other Trustees.

## 6. Term of Appointment

- 6.1 Subject to clause 6.3, any Trustee that is appointed to the Board shall have a term of appointment of three years (unless they cease to be a Trustee under clause 7 of this Schedule 2).
- 6.2 Any Trustee may be reappointed for a maximum of two subsequent terms of three years each. The maximum consecutive term to be served by any Trustee shall be nine years, unless the Trustees by Special Majority decision resolve otherwise that a Trustee may serve for a longer period in order to further the Charitable Purposes. The power of reappointment shall be vested in the parties referred to in clause 4.1 of this Schedule 2.

- 6.3 One third of the Trustees shall retire two years after the date of execution of this Trust Deed, one third of the Trustees who have not yet retired shall retire three years after the date of execution of this Trust Deed, and the remaining Trustees who have not yet retired shall retire four years after the date of execution of this Trust Deed. Unless agreed by the Trustees, the Trustees that will retire at the end of those specified periods shall be determined by lot.

## **7. Cessation and Removal**

- 7.1 A person shall cease to be a Trustee if:
- (a) the Trustee's term of appointment as provided for in clause 6]of this Schedule 2 comes to an end;
  - (b) the Trustee resigns by notice in writing to the chairperson of the Board;
  - (c) the Trustee becomes a person whom clause 4 of this Schedule 2 does not permit to be a Trustee;
  - (d) the Trustee can no longer adequately fulfil the office of Trustee due to physical or mental incapacity, as determined by the remaining Trustees (acting reasonably);
  - (e) the Trustee dies;
  - (f) the Trustee refuses to act as a Trustee;
  - (g) the Trustee fails to attend three consecutive Trustee meetings in the absence of reasons acceptable to the chairperson of the Board;
  - (h) the relevant appointing party in clause 4 of this Schedule 2 removes its appointed Trustee;
  - (i) the Trustee ceases to qualify as an officer of a charitable entity under section 16 of the Charities Act 2005; or
  - (j) the Trustee has been deemed by unanimous resolution of the other Trustees to have failed to fulfil their duties as a Trustee.
- 7.2 The Trustees able to continue to act as Trustees shall resolve any question of whether a Trustee has ceased to be a Trustee pursuant to clause 7.1 of this Schedule 2. The decision of the continuing Trustees shall be final.

## **8. Minute book**

- 8.1 Upon every appointment, retirement, re-appointment or termination of office of any Trustee the Trustees will ensure that:
- (a) an entry is made in the minute book of the Trust to that effect;
  - (b) any statutory requirements as to the vesting of the Trust Fund in the Trustees and the notification of the appointment are satisfied; and
  - (c) if the Trust is registered under the Charities Act 2005, the Charities Commission is notified in accordance with the requirements of that Act.

**9. Validity of proceedings**

- 9.1 Where, for any reason, a Trustee is not properly appointed, re-appointed or is disqualified from holding office, anything done by that Trustee (or by a meeting at which that Trustee was present as a Trustee or committee member) before discovery of the irregularity, shall be as valid as if that Trustee had been duly appointed, re-appointed or had not been disqualified (as the case may be).
- 9.2 If at any time the Trustees number less than the minimum number of Trustees required by the Trust Deed then anything done by the continuing Trustees in accordance with the provisions of the Trust Deed pending the appointment of a new Trustee or Trustees shall be as valid as if the requirement for the minimum number of Trustees had been met during that period.

**SCHEDULE 3: TRUSTEE MEETINGS****1. Meetings**

- 1.1 The Trustees have the discretion to decide when and where ordinary meetings of the Board shall be held to ensure the efficient and proper conduct of the affairs of the Trust, but in any event the Board shall meet at least four times in each Financial Year.
- 1.2 A Trustee may at any time summon a special meeting, subject to clause 2 of this Schedule 3.

**2. Notice of meeting and attendees**

- 2.1 Seven days' notice of any Board meeting shall be communicated by the chairperson to each of the other Trustees. However, all of the Trustees may unanimously agree to shorten or waive the period of notice.
- 2.2 No notice is necessary for the resumption of an adjourned meeting. However, a Trustee who was not present at the meeting adjourned must be notified of the time and place of the reconvened meeting.
- 2.3 Subject to clause 2.4, [two] Settlor Representatives are entitled to attend Board meetings, and for that purpose will be provided with each notice of meeting specified in clauses 2.1 and 2.2 of this Schedule. The Trustees will ensure that such Settlor Representatives are also provided with the relevant materials for consideration prior to meetings, and well as any minutes taken. Settlor Representatives do not have any rights to participate in any vote of the Trustees of the Trust.
- 2.4 The Trustees may exclude the Settlor Representatives from meetings, or part of the meetings of the Trust in appropriate circumstances, including when the Trust is considering entering into transactions with the Council.

**3. Quorum**

- 3.1 Subject to clause 3.2 of this Schedule 3, a quorum for meetings of Trustees shall be:
- (a) one more than half the current number of Trustees if there is an even number of Trustees;  
and
  - (b) a majority of the current number of Trustees if there is an odd number of Trustees (so that, by way of example only, if the current number of Trustees is seven, a majority of Trustees will be four)
- 3.2 Where this Trust Deed requires a unanimous or Special Majority decision, a quorum will not be present unless the meeting of Trustees present comprises at least 75% of the total number of Trustees.
- 3.3 A Trustee suffering from any temporary physical incapacity, who is mentally incapable, or for whom a Conflict Transaction exists, shall not be treated as a Trustee for the purposes of clause 3.1 or 3.2 of this Schedule 3.

**4. Adjournment**

- 4.1 If a quorum is not present within thirty minutes after the time appointed for a Board meeting, the Board meeting may be adjourned.
- 4.2 A Board meeting in session may be adjourned if the Trustees present so resolve.

**5. Holding a meeting and attendance**

- 5.1 A Board meeting may be held:
- (a) in person by the number of Trustees who constitute a quorum, being assembled together at the place, date and time of the meeting; or
  - (b) by means of audio or electronic communication by which all Trustees participating and constituting a quorum can simultaneously hear or communicate with each other throughout the meeting (with electronic messages treated as the equivalent of views expressed in person).

**6. Conflict Transaction**

- 6.1 A Trustee for whom a Conflict Transaction may exist:
- (a) shall disclose as soon the Trustee becomes aware that a Conflict Transaction may exist to the Board meeting all relevant details concerning the Conflict Transaction and, if the monetary value of the Trustee's interest is able to be quantified, the nature and monetary value of that interest;
  - (b) must not be involved in deliberations, vote, or attend meetings in relation to any Conflict Transaction;
  - (c) may, subject to the provisions above being complied with, sign any written resolution or any other document relating to the Conflict Transaction on behalf of the Trust, be counted towards the quorum required for a Board meeting and do anything else as a Trustee in relation to the Conflict Transaction, as if he or she were not interested in the Conflict Transaction, unless the Board determines otherwise.
- 6.2 Clause 6.1 represents a modification of the duties contained in sections 31 (duty not to exercise power for own benefit), 34 (duty to avoid conflict of interest), 36 (duty not to profit) and 37 (duty to act for no reward) of the Act.

**7. Decisions and voting rules**

- 7.1 Unless this Trust Deed requires a unanimous decision or Special Majority decision for a matter, the Trustees present at a meeting must reach agreement by a majority vote to pass an effective resolution or decide a matter.
- 7.2 Each Trustee shall be entitled to one vote.
- 7.3 The method of voting on motions and Trustee resolutions shall be decided by the Trustees. Different methods may be adopted for different motions.
- 7.4 A resolution may be prepared and signed in counterparts including signature in electronic format.

7.5 A resolution of the Trustees may be rescinded or varied by the Trustees in the same manner as it was passed.

7.6 A written resolution signed by at least a majority of the Trustees for the time being, excluding any Trustee for whom any matter dealt with by the resolution is a Conflict Transaction, will be as effective as a resolution compliant with clause 7.1 in a duly convened meeting of the Trustees.

#### **8. Minutes**

8.1 The Trustees shall maintain a minute book recording minutes of their Board meetings and their decisions.

8.2 The minute book may be in hard copy or electronic format.

8.3 Unless there is evidence to the contrary, matters referred to in a meeting minute shall be treated as approved where the chairperson of the meeting, or the chairperson of the next meeting:

(a) records the minute in an electronic message; or

(b) signs the minute.

8.4 Decisions recorded in the minutes shall be read in conjunction with this Deed and are binding on all persons interested in the Trust.

#### **9. Financial reporting, record-keeping and audit**

9.1 The Trustees must ensure that any and all financial reporting or record-keeping requirements to which the Trust may from time to time be subject under the Charities Act 2005 or any other enactment are complied with. In addition, and without limiting the obligations of the Trustees as set out in the preceding sentence, the Trustees may from time to time resolve to prepare or to procure the preparation of such financial and other reports dealing with the affairs of the Trust as they may deem appropriate.

## Summary of clauses in the Trust Deed

Clause	Summary of clause
Parties	Kāpiti Coast District Council is the "Settlor". The Trustees who are appointed when the Trust Deed is executed will be specified as the Original Trustees.
Introduction clause	Acknowledges that KCDC wishes to establish a charitable trust for charitable purposes. While KCDC will provide an initial gift of \$10 to settle the trust, it is anticipated that further money, property and investments may be paid or transferred to the Trust.
Clause 2 – Name of Trust	Specifies that the name of the Trust may only be changed by the Trustees with the consent of KCDC.
Clause 4 – Charitable Purposes	Provides that the Trust is established for the Charitable Purposes of relieving poverty and benefitting the people of the Kāpiti Coast District by providing community housing, social housing, public housing, affordable housing, older persons' housing or any other similar housing in the Kāpiti Coast District. In doing so, the Trust may carry out various activities, such as engaging and working with existing Community Housing Providers ( <b>CHPs</b> ). In carrying out its Charitable Purposes, the Trustees must have due regard to Te Tiriti o Waitangi, among other Te Ao Māori concepts, and must also engage with local whānau and iwi.
Clause 5 – Registration and status	Outlines the process the Trust must follow to become a charitable trust, and the further optional process to register and maintain registration as a CHP. It also acknowledges that the Trust is not, and shall not, become a Council-Controlled Organisation or subsidiary of KCDC or any other Local Authority.
Clause 6 – Board of Trustees	Specifies that the composition of the Board and the appointment and removal of Council-Appointed Trustees can only be amended with the consent of KCDC.
Clause 7 – Trustee duties	Lists the duties the Trustees must comply with as set out in the Trusts Act 2022. In addition to those duties, the Trustees are required to maintain a working relationship with KCDC and with other community, social, public and affordable housing providers in the Kāpiti Coast District, and to regularly engage with KCDC.
Clause 8 – Trustees' general duty of care	Acknowledges that the care and skill to be exercised by the Trustees is that which is reasonable in the circumstances, not considering a Trustee's particular knowledge or expertise.
Clause 9 – Trustee powers and discretions	Provides that, in addition to their powers under law, and as set out in Schedule 1 of the Trust Deed, the Trustees have all the powers possible to allow them to achieve the Charitable Purposes.

Clause	Summary of clause
Clause 18 – Amendments of the Trust Deed	Provides that, unless specified otherwise, the Trust Deed may only be amended by unanimous agreement of the Trustees. However, there are limitations to the changes that can be made. For example, the Trustees cannot amend the Trust Deed if doing so would permit the Trust from operating in a manner other than to advance the Charitable Purposes.
Clause 19 – Winding up	Provides that the Trustees may, by unanimous decision only, wind up the Trust if specified criteria are met. The Trustees will offer KCDC the first right to accept the transfer of some of the land owned by the Trust (ie, land that was provided to the Trust by KCDC or land purchased by the Trust using a financial contribution from KCDC).
Schedule 1: Trustee Powers	
Clause 1 – Powers	Sets out the broad powers that the Trustees have. Those powers include, for example, selling any real or personal property in the manner that the Trustees think fit, borrowing money, using the Trust Fund, and undertaking fundraising activities to help promote the Charitable Purposes.
Schedule 2: Board of Trustees	
Clause 1 – Number of Trustees	There must be no fewer than five Trustees and no more than seven Trustees, except from at settlement of the Trust. There will always be one Council-Appointed Trustee.
Clause 2 – Appointment of Original Trustees	Outlines the Original Trustees, who will be the signatories to the Trust Deed. The clause also provides for the appointment of the remaining Trustees, which includes establishing the Board Appointments Panel.
Clause 3 – Board Appointments Panel	Provides for the establishment of the Board Appointments Panel, and the appointment and removal of Board Appointment Panel members. The Board Appointments Panel will be made up of one Council-Appointed Trustee, one Mana Whenua Appointed Trustee, and an independent recruitment consultant (ie., not Trustees or associated with KCDC or Te Whakaminenga o Kāpiti), who have expertise in the governance of organisations that is relevant to the operation of the Trust). The Board Appointments Panel will be responsible for appointing the Independent Trustees, but must have regard to any direction given by the Board of Trustees as to the skills and experience that are desirable in relation to the vacancy.  (The initial independent panel members will be appointed by two of the Original Trustees (the Council Appointed Trustee, and one Mana Whenua-Appointed Trustee)).

<b>Clause</b>	<b>Summary of clause</b>
Clause 4 – Composition of Board and appointment of Trustees	The Board will be composed of one Trustee appointed by KCDC, one Te Whakaminenga o Kāpiti-Appointed Trustees, and between three and five Independent Trustees who are appointed by the Board Appointments Panel (the exact number to be determined by the Board of Trustees). The appointing party as the power to remove the appointed Trustee.  When appointing a Trustee, the appointing party must ensure that the candidate meets specified skills and has relevant experience.
Clause 5 – Chairperson	Provides that a chairperson will be appointed and removed by majority resolution of the Trustees. The chairperson does not have a casting vote. The chairperson will be appointed at the first meeting of the Original Trustees.
Clause 6 – Term of Appointment	Outlines the retirement mechanism for the first four years from the date the Trust Deed is executed to ensure that all of the Trustees do not retire during the same period (noting that a retiring Trustee could be reappointed by the appointing party). Unless specified otherwise, Trustees will be appointed for a term of three years, and generally for a period that is not more than nine years in total.
Clause 7 – Cessation and removal	Specifies when a person will cease to be a Trustee. This includes if the relevant appointing party removes the Trustee.
Clause 9 – Validity of proceedings	Provides that some decisions are valid despite issues with the appointment of a Trustee or if there are less than seven Trustees on the Board.
<b>Schedule 3: Trustee meetings</b>	
Clause 1 – Meetings	Trustees have the discretion to decide when and where ordinary meetings will be held.
Clause 2 - Notice of meetings and attendees	There is a 7-day notice period for each meeting of the Trustees. Two KCDC representatives are entitled to attend Board meetings, but those representatives do not have any right to participate in any vote of the Trustees of the Trust.
Clause 3 – Quorum	Provides that a quorum is one more than half the current Trustees (if the number of Trustees is even), or a majority of the current Trustees (if the number of Trustees is odd). A Trustee who is incapacitated or for whom a conflict of interest exists, will not be treated as a Trustee for the purposes of the quorum.
Clause 7 – Decisions and voting rules	Outlines that each Trustee has one vote. The method of voting will be determined by the Trustees.

BF637690851 | Page 4

DATED

2024

**RELATIONSHIP FRAMEWORK  
AGREEMENT**

between

**KĀPITI COAST DISTRICT COUNCIL**

and

**[NAME] TRUST**

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RELATIONSHIP FRAMEWORK AGREEMENT BETWEEN KAPITI COAST DISTRICT COUNCIL AND  
[NAME] TRUST

**PARTIES**

- (1) KĀPITI COAST DISTRICT COUNCIL (KCDC)
- (2) [NAME] TRUST (Trust)

(each a "party", together "the parties").

**BACKGROUND**

- A. KCDC has established [name of trust] to contribute to the improvement of social housing, public housing, community housing, older persons' housing and affordable housing outcomes in the Kāpiti Coast District. The Trust will:
  - (a) be a council organisation (but for the avoidance of doubt, not a council-controlled organisation) as defined in the Local Government Act 2022;
  - (b) operate at arms-length from KCDC; and
  - (c) be a charitable trust board, and register as a charity under the Charities Act 2005.
- B. The Trust may register as an independent Community Housing Provider (**CHP**) in due course.
- C. The purpose of this Relationship Framework Agreement (**Agreement**) is to describe how KCDC and the Trust will work together. In particular, this Agreement formalises:
  - (a) the ongoing relationship principles and shared objectives of KCDC and the Trust;
  - (b) the rights and responsibilities of each party;
  - (c) the development of Written Protocols relating to Community Housing offerings; and
  - (d) the key monitoring and reporting arrangements between KCDC and the Trust.

**1. INTERPRETATION**

1.1 In this Agreement, unless the context requires otherwise:

- (a) **Commencement Date** means the date that this agreement is executed;
- (b) **Community Housing** means community housing, social housing, public housing, affordable housing, older persons' housing, or any other similar housing that the Trust will provide in the Kāpiti Coast District through a variety of tenure models, in accordance with the charitable purposes specified in the Trust Deed;
- (c) **Contribution** means a gift, transfer of land (including by way of long-term lease), or funding from:
  - (i) KCDC to the Trust; or

- (ii) a third party to the Trust if KCDC requires the third party to make that gift, transfer of land, or funding to the Trust;
- (d) **CHP** means "Community Housing Provider" as defined in section 2 of the Public and Community Housing Management Act 1992;
- (e) **Housing Records** mean all information relating to the establishment and on-going provision and management of Community Housing offerings by the Trust including, but not limited to, information prescribed by a Written Protocol.
- (f) **KCDC** includes its successors and permitted assigns;
- (g) **Kāpiti Coast District** means the district of the Kapiti Coast District Council as constituted by the Local Government (Wellington Region) Reorganisation Order 1989, Gazette 1989 page 2491
- (h) **Trust** includes its successors, administrators and permitted assigns; and
- (i) **Trust Deed** means the [name] trust deed dated [date] between the settlor and the trustees named in the Trust Deed;
- (j) **Written Protocol** means an agreement that sets out a Contribution that will be made by KCDC to the Trust, and the obligations on the Trust in relation to that Contribution (such as how that Contribution may be used, and reporting obligations).

## 2. RELATIONSHIP PRINCIPLES AND OBJECTIVES

### 2.1 Both parties agree:

- (a) to act with integrity and in a manner that promotes mutual trust and confidence;
- (b) to work together with openness, promptness, consistency and fairness in all dealings and communications;
- (c) that they share a common objective of improving Community Housing outcomes in the Kāpiti Coast District, and will work together to achieve that objective;
- (d) not to do anything that could reasonably be expected to have an adverse effect on the reputation, good standing or good will of the other party;
- (e) to use their best efforts to perform their obligations in a manner consistent with Te Tiriti o Waitangi, Te ao Māori and tikanga Māori; and
- (f) that the Trust is an independent entity that has the responsibility of governing and managing its operations.

### 2.2 Both parties acknowledge that the Trust:

- (a) has been established, and has the objective of operating in partnership with, Iwi and other partners;
- (b) should seek to qualify for government funding and support;
- (c) will operate with independence and will seek to ensure that it has access to necessary specialist skills and experience;

- (d) will provide affordable rentals and affordable housing ownership options (e.g. a range of alternative tenure options) to the local community;
- (e) will operate with financial sustainability over the long term; and
- (f) will reinvest any returns into additional community housing outcomes.

### 3. TRUST ROLE AND INDEPENDENCE

#### 3.1 The parties agree and acknowledge that:

- (a) the primary object and charitable purposes of the Trust are recorded in the Trust Deed. The Trust will carry out its activities in accordance with the Trust Deed, and accepted principles of good governance for similar community organisations;
- (b) the Trust may register as a CHP. If it does register as a CHP, the Trust will maintain that registration, and meet the performance standards and guidelines prescribed by the Community Housing Regulatory Authority or any successor organisation; and
- (c) in order for the Trust to be registered as a CHP and maintain that registration, the Trust must be, and be perceived to be, independent from KCDC.

### 4. SUPPORT SERVICES PROVIDED BY KCDC

#### 4.1 Subject to clause 4.2, KCDC will provide the following support services on a transitional basis to the Trust on the terms agreed between the parties:

- (a) IT services, [in that KCDC hosts, as agent or for the sole purpose of safe custody, on its server the Trust's information];
- (b) administrative services; and
- (c) an annual operating grant.

#### 4.2 The parties will:

- (a) review the appropriateness of the support services described in clause 4.1 no later than 2 years after the Commencement Date; and
- (b) over time, work together to reduce the support services that KCDC provides to the Trust.

### 5. ADDITIONAL SUPPORT AND THE DEVELOPMENT OF COMMUNITY HOUSING OFFERINGS

#### 5.1 The Trust will provide Community Housing within the Kāpiti Coast District.

#### 5.2 KCDC acknowledges that the Trust may wish to request further support from KCDC in order to better improve Community Housing outcomes. The Trust may request further financial or non-financial support from KCDC by providing KCDC with a proposal showing:

- (a) the level of support required and why the support will advance the Trust's objectives;
- (b) other options the Trust has considered to achieve the outcome prior to requesting support from KCDC;
- (c) the potential exposure, financial and/or reputational, to KCDC;

- (d) the steps the Trust has taken to identify and mitigate any risks to KCDC; and
  - (e) when and how the need for support will end (for example, updated financial forecasts).
- 5.3 If KCDC receives a proposal in accordance with clause 5.2, KCDC will take reasonable steps to confirm its position, and advise the Trust of that position within an appropriate timeframe, taking into account its obligations under the Local Government Act 2002. However, the Trust acknowledges that KCDC has no obligation to support the Trust beyond what is set out in the Trust Deed and clause 4 above.
- 5.4 The Trust acknowledges that KCDC may itself provide a proposal to the Trust to better improve Community Housing outcomes. The Trust will take reasonable steps to reach a position on the proposal and advise KCDC of its position within an appropriate timeframe, but has no obligation to accept the proposal.
- 5.5 If the parties agree in principle about a proposal, they will work together to prepare and agree a Written Protocol, which will specify, for example:
- (a) the mechanism and ownership model of the Community Housing offering;
  - (b) the objectives and outcomes of the Community Housing offering;
  - (c) any Contributions that KCDC proposes to provide to the Trust for the Community Housing offering;
  - (d) terms and conditions on the use of the Contributions, in addition to those specified in this Agreement; and
  - (e) how KCDC will monitor the performance of the Trust to achieve the objectives or outcomes of the Community Housing offering; and
  - (f) any reporting obligations on the Trust relating to the Community Housing offering.
- 5.6 After a Written Protocol has been agreed by the Parties, it will be:
- (a) executed by the parties, and attached to this Agreement; and
  - (b) subject to the general provisions of this Agreement.

## 6. LIMITS ON USE OF CONTRIBUTIONS

- 6.1 Any Contribution must be used exclusively by the Trust for the purposes for which the land or funding is provided.
- 6.2 KCDC expects that any land that it provides to the Trust will be used by the Trust for the Community Housing offering described in the relevant Written Protocol, and that it will be retained by the Trust notwithstanding any changes in the relationship between the Trust and KCDC or any internal or external restructuring or other changes to either the Trust or KCDC. The Trust agrees that it will not sell, transfer or otherwise alienate such land without the written consent of KCDC.
- 6.3 At KCDC's election, land will be subject to an encumbrance, covenant or other appropriate charge in favour of KCDC in order to preserve the purposes for which the land is transferred and on terms to be agreed in an applicable Written Protocol if:

- (a) the land was transferred to the Trust by way of a Contribution from KCDC; or
- (b) the land was acquired or developed by the Trust using funding procured or provided by KCDC by way of a Contribution.

## 7. REPORTING AND MONITORING

7.1 The Trust acknowledges that the reporting obligations specified in this Agreement are necessary to:

- (a) provide KCDC with information to determine whether the intended outcomes of the Trust are being achieved; and
- (b) ensure that KCDC is able to meet its obligations under section 65 of the Local Government Act 2002 to undertake performance monitoring of council organisations (such as the Trust).

7.2 The Trust will:

- (a) keep, store and maintain Housing Records in accordance with proper business, accounting practice and all applicable laws;
- (b) make sure that Housing Records include any information prescribed by Written Protocols;
- (c) provide a report to KCDC every 3 months that:
  - (i) outlines the activities undertaken by the Trust in the preceding 6 month period; and
  - (ii) includes any other information reasonably requested by KCDC, which may include information such as the number of houses completed or in the pipeline, the types of housing being developed, or have been developed, and numbers on the Trust's waitlist
- (d) make those 3 monthly reports publicly available (however the Trust may withhold any information that could be withheld under the Local Government Official Information and Meetings Act 1987 as if that Act applied to the Trust); and
- (e) report to KCDC in accordance with any other requirements and milestones agreed between the parties.

7.3 In addition to the above, KCDC may, from time to time, reasonably request the Trust to provide information. If the Trust receives such a request, it will provide that information within a reasonable time of the request.

7.4 The parties acknowledge that any tenant related reporting is to be consolidated, so that no personal information is provided to KCDC unless separately agreed to by the tenant in accordance with the Privacy Act 2020.

7.5 It is intended that KCDC and the Trust will agree:

- (a) how to securely manage the flow of information between each party; and
- (b) to hold regular relationship and coordination meetings.

**8. DISPUTE RESOLUTION**

- 8.1 If any dispute arises under this Agreement or any Written Protocol (**Dispute**), the parties will use their best endeavours to resolve the dispute within [15 Business Days] through good faith discussions.
- 8.2 If the parties fail to resolve the Dispute through good faith discussions under clause 9.1, the parties will refer the Dispute to a mediator or an independent expert, that is acceptable to both parties on terms that are acceptable to both parties.
- 8.3 If the parties fail to resolve the Dispute through mediation or an independent expert (as applicable, depending on the matter), within [3 calendar months] from the Dispute arising, either party may submit the Dispute for resolution by arbitration.
- 8.4 Nothing precludes the parties from applying to a court for urgent interim injunctive or declaratory relief.

**9. TERM AND REVIEW OF AGREEMENT**

- 9.1 The parties acknowledge that the relationship governed by this Agreement is intended to be a long-term relationship. Therefore, the Agreement:
- (a) commences on the Commencement Date; and
  - (b) will continue in effect unless it is terminated in accordance with clause 10.
- 9.2 The parties will conduct periodic reviews of the operation of the Agreement and of any written protocols or funding agreements from time to time on an agreed timeframe. The purpose of each review is to assess whether the Agreement and each Written Protocol remains fit for purpose (ie., the Agreement continues to enable a positive and effective working relationship between the parties).
- 9.3 The first review shall take place within 2 years of the Commencement Date.
- 9.4 The parties agree that they are able to vary the Agreement at any time by mutual written agreement.

**10. TERMINATION**

- 10.1 Either party may serve notice that it wishes to terminate this Agreement. However, this Agreement may only be terminated on terms:
- (a) agreed by the parties, following good faith discussions; and
  - (b) that ensure that, to KCDC's satisfaction, any property transferred to the Trust under the Agreement will continue to be used for the purpose for which it was transferred.

**11. GENERAL**

- 11.1 The parties acknowledge that they may each publicly discuss the activities that they are undertaking or providing in the Kāpiti Coast District relating to housing.
- 11.2 However, each party acknowledges and agrees that:

- (a) they will not comment publicly on the activities provided by the other party unless the parties have jointly agreed to the comment;
  - (b) they will not publicly criticise or undermine the position of the other party; and
  - (c) any challenges, problems, or criticisms of Community Housing matters may be directed to either KCDC or the Trust.
- 11.3 The parties intend to keep the information that they hold and obtain on Community Housing matters confidential. However, the Trust recognises that KCDC is a statutory body and may be required to disclose such information to other parties or to the wider public if requested.
- 11.4 If either party is required by law to disclose any information that has been obtained by them under this Agreement or a Written Protocol, they will immediately notify the other party.
- 11.5 Both parties to this Agreement will, at all times, act in accordance with the Privacy Act 2020 and any relevant codes of practice.
- 11.6 The parties acknowledge that KCDC is the local authority for the Kāpiti Coast District, and that, in terms of its regulatory functions as a local authority, KCDC must act as an independent local authority and not as a party to this Agreement. No act of KCDC under this Agreement will be construed as consent or approval or bind it in its regulatory capacity.

**SIGNED** for and on behalf of )  
**KAPITI COAST DISTRICT COUNCIL** by )  
 [name] ) \_\_\_\_\_  
 Signature

\_\_\_\_\_ )  
 [Print Name] ) \_\_\_\_\_  
 Position

\_\_\_\_\_ )  
 \_\_\_\_\_ )

**SIGNED** for and on behalf of )  
**[Trust]** by )  
 [name] ) \_\_\_\_\_  
 Signature

\_\_\_\_\_ )  
 [Print Name] ) \_\_\_\_\_  
 Position

\_\_\_\_\_ )  
 \_\_\_\_\_ )

Summary of clauses in the Relationship Framework Agreement

Clause	Summary of clause
Background	Acknowledges that a Trust has been established and provides that the purpose of the Relationship Framework Agreement ( <b>Agreement</b> ) is to describe how the Trust will work together with the Council.
Clause 2 – Relationship principles and objectives	Sets out the principles and obligations both parties agree to comply with and meet, and how the parties agree to interact with each other. This includes that the parties agree to use their best efforts to perform their obligations in a manner that is consistent with Te Tiriti o Waitangi, Te Ao Māori and tikanga Māori. Describes the agreed objectives for the Trust.
Clause 3 – Trust role and independence	Provides that the Trust must operate in accordance with its Charitable Purposes, and must operate independently from KCDC. It also sets out that the Trust may register as a CHP.
Clause 4 – Support services provided by KCDC	Lists the transitional support services that KCDC will provide to the Trust, which include IT services, administrative services and an operating grant. Those services will be reviewed no later than two years after the Agreement commences.
Clause 5 – Additional support	Describes the mechanism for raising and agreeing additional support that may be provided by KCDC to the Trust, which includes written protocols. KCDC may also provide a proposal to the Trust to better improve Community Housing outcomes, but the Trust has no obligation to accept the proposal.
Clause 6 – Limits on the use of contributions	Specifies that any contributions provided by KCDC must be used by the Trust for the purpose for which that contribution is provided, as set out in written protocol. The Trust agrees that it will not sell, transfer or otherwise alienate such land without the written consent of KCDC. At KCDC's election land will also be subject to an encumbrance, covenant or other appropriate charge in favour of KCDC on terms to be agreed in a written protocol.
Clause 7 – Reporting and monitoring	Sets out that the Trust is responsible for its reporting obligations including maintaining housing records and providing information to KCDC on a 3 monthly basis and on request. The Trust will also make such 3-monthly reports publicly available.
Clause 9 – Term and review of agreement	Provides that the relationship between the Trust and KCDC will continue unless it is terminated. The operation of the Agreement must be reviewed periodically, with the first review to take place within 2 years from the date the Agreement commenced.
Clause 10 – Termination	Either party can terminate the Agreement on terms agreed by the parties, following good faith discussions, and provided that the Trust's property will continue to be used for the purposes for which that property was transferred. There is no right for either party to terminate the Agreement on notice.

## 10.2 AMENDMENTS TO COUNCIL DELEGATIONS TO STAFF

Kaituhi | Author: **Sarah Wattie, Governance & Legal Services Manager**

Kaiwhakamana | Authoriser: **Mark de Haast, Group Manager Corporate Services**

### TE PŪTAKE | PURPOSE

- 1 This report seeks Council's consideration and approval of amendments to Council delegations to the Chief Executive and Staff, including changes to the Resource Management Act 1991 delegations.

### HE WHAKARĀPOPOTO | EXECUTIVE SUMMARY

- 2 An executive summary is not required.

### TE TUKU HAEPAPA | DELEGATION

Council has the authority to consider this matter. Clause 32, Schedule 7 of the Local Government Act 2002 empowers the Council to delegate its responsibilities, duties and powers in accordance with the restrictions set out in this provision.→

### TAUNAKITANGA | RECOMMENDATIONS

That the Council:

- A. **Adopts** the revised *Council Delegations to Chief Executive and Staff* as shown in Attachment 1 to the report 'Amendments to Council Delegations to Staff'.
- B. **Adopts** the revised *Resource Management Act 1991 Delegations to Staff* as shown in Attachment 2 to the report 'Amendments to Council Delegations to Chief Executive and Staff'.

### TŪĀPAPA | BACKGROUND

- 4 The purpose of local government under clause 10(1) of the Local Government Act 2002 is to enable democratic local decision-making and action by, and on behalf of, communities; and to promote the social, economic, environmental, and cultural well-being of communities in the present and for the future. Legislative compliance with central Government's legislative and regulatory programme supports Council to do this in a fair and efficient manner.
- 5 Council has a range of legislative functions, duties and powers. It is not always efficient or practical for elected members to carry out all of these functions, duties and powers, which is reflected in various statutes that provide Council with the legal authority to delegate to Council staff. Delegated authority allows for administrative efficiency and ensures timeliness in the conduct of Council's daily business.
- 6 In particular, Council has the authority to delegate to officers under clause 32 of Schedule 7 of the Local Government Act 2002. Clause 32 of the Local Government Act 2002 also sets out certain powers that cannot be delegated as follows:

*"32. Delegations– (1) Unless expressly provided otherwise in this Act, or in any other Act, for the purposes of efficiency and effectiveness in the conduct of a local authority's business, a local authority may delegate to a committee or other subordinate decision-making body, community board, or member or officer of the local authority any of its responsibilities, duties, or powers except–*

- (a) the power to make a rate; or*
- (b) the power to make a bylaw; or*
- (c) the power to borrow money, or purchase or dispose of assets, other than in accordance with the long-term plan; or*

- (d) *the power to adopt a long-term plan, annual plan, or annual report; or*
- (e) *the power to appoint a chief executive; or*
- (f) *the power to adopt policies required to be adopted and consulted on under this Act in association with the long-term plan or developed for the purpose of the local governance statement.*
- (h) *the power to adopt a remuneration and employment policy.”*

- 7 Most legislation provides the Chief Executive with the discretion to sub-delegate to Council staff. However, some Acts prescribe the way delegations must be made. For example, section 34A of the Resource Management Act 1991 (RMA) provides local authorities with the power to delegate to an employee any functions, powers, or duties under these Acts however, they prohibit the power to sub-delegate and therefore these delegations must be approved by Council.
- 8 The Council’s delegations to Chief Executive and staff are monitored on a regular basis and reported back to Council for amendment as required, in response to changes in either staff or legislation.

## HE KŌRERORERO | DISCUSSION

- 9 This report proposes amendments to Council delegations to the Chief Executive and Staff and Resource Management Act 1991 delegations to give effect to recommendations from staff.

### He take | Issues

## PREPARING FOR THE FUTURE – ORGANISATIONAL CHANGES

- 10 As of 26 February 2024, certain staff roles and titles have changed as part of the *Preparing for the Future* organisational structure change. As such, amendments are required to the *Council Delegations to Chief Executive to Staff*.
- 11 These changes are effective immediately, noting that titles and their associated delegations that are listed as replaced or ‘no longer required’ will stay in effect until contracts have been signed for the new or replacement roles.

## MACHINERY ACT 1950

- 12 Clarification has been added to the *Council Delegations to Chief Executive and Staff Delegations* regarding the Machinery Act 1950 that was repealed, on 4 April 2016 by section 231(2) of the Health and Safety at Work Act 2015. Despite the revocation of the Machinery Act 1950, section 21A of that Act will continue to remain in force until the Amusement Devices Regulations 1978 are revoked at a later date. The delegation is required to issue permits and monitor amusement devices.

## NATURAL AND BUILT ENVIRONMENT ACT 2023

- 13 The Natural and Built Environment Act was repealed on 24 December 2023 and consequently will be removed from the *Council Delegations to Chief Executive and Staff*. Provisions have been put in place to ensure that any actions taken under that Act will be considered as taken under the Resource Management Act 1991.
- 14 The above amended delegations to the *Council Delegations to Chief Executive and Staff* are highlighted in Attachment 1.

## RESOURCE MANAGEMENT ACT 1991 (RMA) DELEGATIONS

- 15 Amendments are required to Council’s delegations to staff under the RMA, which are set out in the table overleaf. These changes relate to roles that have been affected as part of a *Preparing for the Future* reorganisation. The amended RMA delegations and glossary are set out in Attachment 2.

Recommended amendments to Council delegations to staff under the Resource Management Act 1991	
Roles affected as part of the <i>Preparing for the Future</i> reorganisation	
New Positions	Amendments to RMA delegations
<b>Group Managers</b>	
Group Manager Customer and Community	A new Group Manager role. Position to include sections <b>35, 35A, 311, 314-321, 330, 332, 333, 338, 343B, 343C</b> and <b>Note 2</b> .
Group Manager Infrastructure and Asset Management	A new Group Manager title replacing <b>Group Manager Infrastructure Services</b> . Position to include sections <b>35, 35A, 311, 314-321, 330, 332, 333, 338, 343B, 343C</b> and <b>Note 2</b> .
Group Manager People and Capability	A new Group Manager role. Position to include sections <b>35, 35A, 311, 314-321, 338, 343B, 343C</b> and <b>Note 2</b> .
Group Manager People and Partnerships	Role no longer required.
Group Manager Place and Space	Role no longer required.
Group Manager Regulatory and Environment	A new Group Manager title replacing <b>Group Manager Regulatory Services</b> . Position to include sections <b>10, 10B, 22, 32, 35, 35A, 36(5), 36AA(1), 36AAB(1), 37, 37A, 41B, 42, 42A, 44A, 55, 58L-U, 80, 86D, 87AAD, 87BA-BB, 87E, 87F, 87G, 88, 89A, 91, 91F, 92, 92A, 92B, 95, 95A-E, 95F, 98, 99, 99A, 100, 101, 102, 103, 104, 104A, 104B, 104C, 104D, 105, 106, 108, 108A, 109, 110, 113, 114, 124, 124A, 124B, 124C, 125, 126, 127, 128, 129, 132, 133A, 134, 138, 139, 139A, 149B, 149G, 149W, 149 ZD, 168, 168A, 169, 171, 173, 174, 175, 176, 176A, 178, 181(3), 184, 189A, 190, 193, 194, 195A, 198 A-M, 220, 221, 222, 223, 224, 226(1)(e), 227, 234, 235, 237, 237 B-H, 240, 241, 243, 267(2), 267(1A)(b), 268A(3)(b), 311, 314-321, 322-324, 325A, 327, 328, 330, 332, 333, 336, 338, 343B, 343C</b> and <b>Sch1 cl1A, cl3, cl3A, cl3B, cl4, cl4A, cl5, cl5A, cl6, cl7, cl8, cl8AA, cl8B, cl8C, cl10A, cl11, cl16, cl16B, cl20, cl20A, cl23, cl24, cl29(2), cl34</b> and <b>cl35</b> and <b>Sch12 cl 39, 39(3), cl40(1)(b)</b> and <b>Note 1</b> and <b>Note 2</b> .
<b>Other staff</b>	
Manager Access and Transport	A new title replacing <b>Access and Transport Manager</b> . Position to include sections <b>35, 35A, 330, 332</b> and <b>333</b> .
Advisor Biodiversity and Landscapes	A new title replacing <b>Biodiversity and Landscapes Advisor</b> . Position to include sections <b>35, 35A, 330</b> and <b>333</b> .
Team Leader Building Inspections	A new title replacing <b>Building Inspections Team Leader</b> . Position to include sections <b>35, 35A</b> and <b>332</b> .
Manager Building Team	A new title replacing <b>Building Team Manager</b> . Position to include sections <b>35, 35A</b> and <b>332</b> .
Manager Customer and Business Support	A new title replacing <b>Customer and Business Support Manager</b> . Position to include sections <b>35, 35A, 37A, 87G, 92A, 92B, 98, 99, 101, 113</b> and <b>114</b> .

Recommended amendments to Council delegations to staff under the Resource Management Act 1991	
Roles affected as part of the <i>Preparing for the Future</i> reorganisation	
New Positions	Amendments to RMA delegations
Supervisor Customer and Business Support	A new title replacing <b>Customer and Business Support Supervisor</b> . Position to include sections <b>35, 35A, 37A, 87G, 92A, 92B, 98, 99, 101, 113</b> and <b>114</b> .
Manager District Planning	A new title replacing <b>District Planning Manager</b> . Position to include sections <b>10, 10B, 22, 32, 35, 35A, 36(5), 36AA(1), 36AAB(1), 37, 37A, 41B, 42A, 44A, 55, 58I, 58L-U, 80, 86D, 87E, 87F, 87G, 88, 89A, 91, 91F, 92, 92A, 92B, 95, 95A-E, 95F, 98, 99, 99A, 100, 101, 102, 103, 104, 104A, 104B, 104C, 104D, 105, 106, 108, 108A, 109, 110, 113, 114, 124, 124A, 124B, 124C, 125, 126, 127, 128, 129, 132, 133A, 138, 139, 139A, 149B, 149G, 149W, 149 ZD, 168, 168A, 169, 171, 173, 174, 175, 176A, 181(3), 184, 189A, 190, 195A, 198 A-M, 220, 221, 222, 223, 224, 226(1)(e), 227, 234, 235, 237, 237 B-H, 240, 241, 243, 267(2), 267(1A)(b), 268A(3)(b), 314-321, 322-324, 325A, 327, 328, 330, 332, 333, 336, 338, 343B, 343C and Sch1 cl1A, cl3, cl3A, cl3B, cl4, cl4A, cl5, cl6, cl7, cl8, cl8AA, cl8B, cl8C, cl10A, cl11, cl16, cl16B, cl20, cl20A, cl23, cl24, cl29(2), cl34 and cl35 and Note 1.</b>
Manager Environmental Standards	A new title replacing <b>Environmental Standards Manager</b> . Position to include sections <b>22, 35, 35A, 128, 129, 222, 223, 224, 314-321, 322-324, 325A, 327, 328, 330, 332, 333, 336, 338, 343B</b> and <b>343C</b> .
Manager Governance and Legal Services	A new title replacing <b>Governance and Legal Services Manager</b> . Position to include sections <b>35, 35A</b> and <b>38(5)</b> .
Manager Operations	A new title replacing <b>Operations Manager</b> . Position to include sections <b>35, 35A, 322-324, 330</b> and <b>332</b> .
Advisor Parks and Environment Planning	A new title replacing <b>Parks and Environment Planning Advisor</b> . Position to include sections <b>35, 35A, 330</b> and <b>333</b> .
Senior Advisor Parks and Environment	A new title replacing <b>Parks and Environment Senior Advisor</b> . Position to include sections <b>35, 35A, 330</b> and <b>333</b> .
Advisor Parks and Outdoor Recreation	A new title replacing <b>Parks and Outdoor Recreation Advisor</b> . Position to include sections <b>35, 35A, 330</b> and <b>333</b> .
Manager Parks, Open Space and Environment	A new title replacing <b>Parks, Open Space and Environment Manager</b> . Position to include sections <b>35, 35A, 330</b> and <b>333</b> .
Team Leader Planning Projects	A new title replacing <b>Planning Projects Team Leader</b> . Position to include sections <b>10, 10B, 22, 32, 35, 35A, 36(5), 36AA(1), 36AAB(1), 37, 37A, 41B, 42, 42A, 44A, 55, 86D, 87AAD, 87BA-BB, 87E, 87F, 87G, 88, 89A, 91, 91F, 92, 92A, 92B, 95, 95A-E, 95F, 98, 99, 99A, 100, 101, 102, 103, 104, 104A, 104B, 104C, 104D, 105, 106, 108, 108A, 109, 110, 113, 114, 124, 124A, 124B, 124C, 125, 126, 127, 128, 129, 132, 133A, 134, 138, 139, 139A, 149B, 149G, 149W, 149 ZD, 168, 168A, 169, 171, 173, 174, 175, 176A, 181(3), 184, 189A, 190, 195A, 198 A-M, 220, 221, 222, 223, 224, 226(1)(e), 227, 234, 235, 237, 237 B-H, 240, 241, 243, 267(1A)(b), 268A(3)(b), 314-321, 322-324, 325A, 327, 328, 330, 332, 333, 336, 338, 343B, 343C and Sch1 cl3, cl3A, cl3B, cl4, cl6, cl7, cl8,</b>

Recommended amendments to Council delegations to staff under the Resource Management Act 1991	
Roles affected as part of the <i>Preparing for the Future</i> reorganisation	
New Positions	Amendments to RMA delegations
	cl8AA, cl8B, cl8C, cl11, cl16, cl16B, cl20, cl20A, cl23, cl24, cl29(2), cl34 and cl35.
Principal Advisor Regulatory and Environment	A new title replacing <b>Principal Advisor Regulatory Services</b> . Position to include sections <b>10, 10B, 22, 32, 35, 35A, 36(5), 36AA(1), 36AAB(1), 37, 37A, 41B, 42, 42A, 44A, 55, 58L-U, 86D, 87AAD, 87BA-BB, 87E, 87F, 87G, 88, 89A, 91, 91F, 92, 92A, 92B, 95, 95A-E, 95F, 98, 99, 99A, 100, 101, 102, 103, 104, 104A, 104B, 104C, 104D, 105, 106, 108, 108A, 109, 110, 113, 114, 124, 124A, 124B, 124C, 125, 126, 127, 128, 129, 132, 133A, 134, 138, 139, 139A, 149B, 149G, 149W, 149 ZD, 168, 168A, 169, 171, 173, 174, 175, 176, 176A, 178, 181(3), 184, 189A, 190, 193, 194, 195A, 198 A-M, 220, 221, 222, 223, 224, 226(1)(e), 227, 234, 235, 237, 237 B-H, 240, 241, 243, 267(2), 267(1A)(b), 268A(3)(b), 311, 314-321, 322-324, 325A, 327, 328, 330, 332, 333, 336, 338, 343B, 343C and Sch1 cl1A, cl3, cl3A, cl3B, cl4, cl6, cl7, cl8, cl8AA, cl8B, cl8C, cl11, cl16, cl16B, cl20, cl20A, cl23, cl24, cl29(2), cl34 and cl35 and Sch12 cl 39, 39(3), cl40(1)(b) and Note 1 and Note 2.</b>
Manager Property and Facilities Maintenance	A new title replacing <b>Property and Facilities Maintenance Manager</b> . Position to include sections <b>35, 35A, 330, 332 and 333</b> .
Senior Advisor Property and Facilities Maintenance	A new title replacing <b>Property and Facilities Maintenance Senior Advisor</b> . Position to include sections <b>35, 35A, 330, 332 and 333</b> .
Manager Resource Consents and Compliance	A new title replacing <b>Resource Consents and Compliance Manager</b> . Position to include sections <b>10, 10B, 22, 32, 35, 35A, 36(5), 36AA(1), 36AAB(1), 37, 37A, 41B, 42, 42A, 44A, 55, 58L-U, 86D, 87AAD, 87BA-BB, 87E, 87F, 87G, 88, 89A, 91, 91F, 92, 92A, 92B, 95, 95A-E, 95F, 98, 99, 99A, 100, 101, 102, 103, 104, 104A, 104B, 104C, 104D, 105, 106, 108, 108A, 109, 110, 113, 114, 124, 124A, 124B, 124C, 125, 126, 127, 128, 129, 132, 133A, 134, 138, 139, 139A, 149B, 149G, 149W, 149 ZD, 168, 168A, 169, 171, 173, 174, 175, 176A, 181(3), 184, 189A, 190, 195A, 198 A-M, 220, 221, 222, 223, 224, 226(1)(e), 227, 234, 235, 237, 237 B-H, 240, 241, 243, 267(1A)(b), 268A(3)(b), 314-321, 322-324, 325A, 327, 328, 330, 332, 333, 336, 338, 343B, 343C and Sch1 cl3, cl3A, cl3B, cl4, cl6, cl7, cl8, cl8AA, cl8B, cl8C, cl11, cl16, cl16B, cl20, cl20A, cl23, cl24, cl29(2), cl34 and cl35 and Sch12 cl 39, 39(3), cl40(1)(b) and Note 1.</b>
Manager Stormwater and Coastal Asset	A new title replacing <b>Stormwater and Coastal Asset Manager</b> . Position to include sections <b>35, 35A, 332 and 333</b> .
Projects Manager Stormwater and Coastal Assets	A new title replacing <b>Stormwater and Coastal Asset Projects Manager</b> . Position to include sections <b>35, 35A, 332 and 333</b> .
Manager Utilities Infrastructure	A new title replacing <b>Utilities Infrastructure Manager</b> . Position to include sections <b>35, 35A, 322-324, 330 and 332</b> .

Recommended amendments to Council delegations to staff under the Resource Management Act 1991	
Roles affected as part of the <i>Preparing for the Future</i> reorganisation	
New Positions	Amendments to RMA delegations
Manager Water and Wastewater Services	A new title replacing <b>Water and Wastewater Services Manager</b> . Position to include sections <b>35, 35A, 332</b> and <b>333</b> .
Principal Advisor Customer and Community	A new position in the Customer and Community group. Position to include sections <b>35, 35A, 330</b> and <b>333</b> .

- 16 Further RMA amendments relate to changes in roles or titles outside the organisational structure change as clarified in the table below. These can also be found in Attachment 2.

Recommended amendments to Council delegations to staff under the Resource Management Act 1991	
Other amendments	
New Positions	Amendments to RMA delegations
Compliance and Monitoring Officer	Additional RMA required to assist Resource Consent Planners. Position to include sections <b>22, 35, 35A, 36(5), 36AA(1), 36AAB(1), 37, 37A, 109, 128, 129, 221, 222, 223, 224, 237 B-H, 240, 241, 243, 314-321, 322-324, 325A, 327, 328, 330, 332, 333, 336, 338, 343B</b> and <b>343C</b> .
Senior Clerk of Works Development Management	Additional title to allow for movement in team. Position to include sections <b>22, 32, 35, 35A, 36(5), 36AA(1), 36AAB(1), 109, 110, 113, 114, 126, 220, 240, 243, 314-321, 330, 332, 333, 343B</b> and <b>343C</b> .
Senior Compliance and Monitoring Officer	Additional title to allow for movement in team. Position to include sections <b>22, 35, 35A, 36(5), 36AA(1), 36AAB(1), 37, 37A, 109, 128, 129, 221, 222, 223, 224, 237 B-H, 240, 241, 243, 314-321, 322-324, 325A, 327, 328, 330, 332, 333, 336, 338, 343B</b> and <b>343C</b> .

### Ngā kōwhiringa | Options

- 17 The proposed options are set in paragraphs 10 through 17 of this paper.

### Mana whenua

- 18 Where responsibilities and powers are delegated to staff, staff will be required to seek early input from Council's Iwi Partnerships Group on matters that are likely to impact on mana whenua or mana whenua interests. What is appropriate in view of Council's partnership with mana whenua and legislative provisions will depend on the nature of the delegated responsibility, duty or power. This report does not have direct implications on Council's partnership with mana whenua.

### Panonitanga Āhuarangi me te Taiao | Climate change and Environment

- 19 There are no climate change considerations triggered by this report.

### Ahumoni me ngā rawa | Financial and resourcing

- 20 There is no direct financial impact from these changes to delegations.

**Tūraru ā-Ture me te Whakahaere | Legal and Organisational Risk**

- 21 This paper has been reviewed by the Council's Governance and Legal Services Manager.
- 22 The exercise of powers and functions by staff must adhere to legislative requirements. Managers are responsible for ensuring legislative compliance in the exercise of statutory powers in their area and are able to seek legal advice where required.

**Ngā pānga ki ngā kaupapa here | Policy impact**

- 23 Appropriate delegations facilitate efficiency and effectiveness in the conduct of Council business and assist staff to deliver on Council outcomes.

**TE WHAKAWHITI KŌRERO ME TE TŪHONO | COMMUNICATIONS & ENGAGEMENT**

- 24 This decision has a low level of significance under the Council's Significance and Engagement policy.

**Te mahere tūhono | Engagement planning**

- 25 No consultation or engagement is required relating to the process of making these amendments.

**Whakatairanga | Publicity**

No publicity is required for these minor amendments.

**NGĀ ĀPITI HANGA | ATTACHMENTS**

1. Draft Council to CE and Staff Delegations [↓](#)
2. Draft Council to Staff RMA Delegations [↓](#)

**DELEGATIONS MADE BY COUNCIL TO CHIEF EXECUTIVE AND STAFF**

The Council makes its delegations under the various powers of delegation referred to in this instrument. In the absence of a reference to a specific power, the Council makes the delegation under clause 32 of Schedule 7 of the Local Government Act 2002.

For the avoidance of doubt:

- a reference in this document to an enactment, regulation or bylaw includes any enactment, regulation or bylaw that, with or without modification, replaces or corresponds to that enactment, regulation or bylaw;
- a reference in this document to a Council Committee includes any Committee that replaces or corresponds to that Committee and involves substantially the same duties;
- a reference in this document to a Council officer position includes any Council officer position that replaces or corresponds to that Council officer position and involves substantially the same duties; and
- all financial limits stated in these delegations are GST exclusive.

Note: all delegations are subject to the restriction set out in clause 32(1) of Schedule 7 of the Local Government Act 2002, that the following powers are not included in these delegations:

- (a) the power to make a rate;
- (b) the power to make a bylaw;
- (c) the power to borrow money, or purchase or dispose of assets, other than in accordance with the long-term plan;
- (d) the power to adopt a long-term plan, annual plan, or annual report;
- (e) the power to appoint a chief executive;
- (f) the power to adopt policies required to be adopted and consulted on under this Act in association with the long-term plan or developed for the purpose of the local governance statement;
- (g) the power to adopt a remuneration and employment policy.

<b>DELEGATIONS MADE BY COUNCIL TO CHIEF EXECUTIVE AND STAFF</b>
The Deputy Chief Executive is delegated all the following responsibilities, duties and powers of the Chief Executive and may act for the Chief Executive in: <ul style="list-style-type: none"> <li>• the formal and recorded absence of the Chief Executive; or</li> <li>• an emergency where the Chief Executive cannot be contacted.</li> </ul>
When employed, an Interim Chief Executive is delegated all the following responsibilities, duties and powers of the Chief Executive.

Legislation and Authority	Powers Delegated
<p><b>Building Act 2004, any regulations made under that Act, and the Building Code (Schedule 1 to Building Regulations 1992)</b> To the Chief Executive with power of sub-delegation to officers.</p>	<p>Under section 232 of the Building Act 2004 – delegation of authority to exercise and administer all responsibilities, duties and powers of the Council as a Territorial Authority and Building Consent Authority under the Building Act 2004, any regulations made under that Act and the Building Code (Schedule 1 to the Building Regulations 1992) including delegation to the Chief Executive (with the power to sub-delegate) to write off sundry debts to the value of \$10,000, <b>except:</b></p> <ul style="list-style-type: none"> <li>• the adoption, amendment or replacement of the Council’s policy on dangerous, earthquake prone and insanitary buildings as required by sections 131 and 132;</li> <li>• the making of arrangements to transfer functions to another building authority under section 213;</li> <li>• the transfer of functions, duties or powers of a territorial authority to another territorial authority under sections 233-236;</li> <li>• the setting of fees or charges under section 219.</li> </ul>
<p><b>Building Research Levy Act 1969</b> To the Chief Executive with power of sub-delegation to officers.</p>	<p>Delegation of authority to exercise and administer all responsibilities, duties and powers of the Council under the Act.</p>
<p><b>Burial and Cremation Act 1964 and any regulations made under that Act, including the Burial and Cremation (Removal of Monuments and Tablets) Regulations 1967</b> To the Chief Executive with power of sub-delegation to officers except that the Chief Executive may not sub-delegate the power to appoint officers under section 19 of the Act.</p>	<p>Delegation of authority to exercise and administer all responsibilities, duties and powers of the Council under the Act and any regulations made under the Act, <b>including</b> but not limited to the power to:</p> <ul style="list-style-type: none"> <li>• manage cemeteries as set out in sections 8 and 9;</li> <li>• sell burial plots under section 10;</li> <li>• appoint officers under section 19 to assist in execution of Act;</li> <li>• enable burials of poor persons to take place free of charge under section 49;</li> <li>• prosecute in relation to offences under sections 54AA to 57;</li> <li>• give notice, advertise and remove dilapidated or neglected monuments or tablets under the Burial and Cremation (Removal of Monuments and Tablets) Regulations 1967.</li> </ul>

Legislation and Authority	Powers Delegated
<p><b>COVID-19 Recovery (Fast-track Consenting) Act 2020</b>                      To the Chief Executive, Group Manager Regulatory and Environment Services, Manager Environmental Standards Manager and the Manager Resource Consents and Compliance Manager.</p>	<p>The COVID-19 Recovery (Fast-track Consenting) Act 2020 was repealed on 8 July 2023. Delegation of authority remains under Schedule 1 Clause 5 Transitional, savings, and related provisions:  <b>Role of local authorities and iwi authorities continues after repeal of Act</b>  <i>The powers, functions, and duties conferred by this Act on local authorities and iwi authorities may continue to be exercised or performed after the repeal of this Act for any purpose connected with—</i>                      (a) <i>the monitoring of activities authorised by or under this Act; and</i>                      (b) <i>the fixing of charges; and</i>                      (c) <i>the recovery of costs from the EPA; and</i>                      (d) <i>the completion of any other matter under this Act.</i></p>
<p><b>Criminal Procedure Act 2011 and any regulations made under that Act</b>                      To the Chief Executive with power of sub-delegation to officers and the Enforcement Decision Group.</p>	<p>Delegation of authority to exercise and administer all responsibilities, duties and powers of the Council under the Act and any regulations made under the Act.</p>
<p><b>Dog Control Act 1996 and any regulations made under that Act</b>                      To the Chief Executive with power of sub-delegation to officers.</p>	<p>Delegation of authority to exercise and administer all responsibilities, duties and powers of the Council under the Act and any regulations made under the Act, <b>including</b> but not limited to the power to:</p> <ul style="list-style-type: none"> <li>• appoint dog control officers and dog rangers under section 11 and section 12;</li> <li>• classify a person as a probationary owner under section 21, remove that classification under section 23 and require that person to undergo probationary training under section 23A;</li> <li>• disqualify a person from being an owner of a dog under section 25;</li> <li>• classify a dog as dangerous under section 31;</li> <li>• provide consent for disposal of dangerous dog to other persons if satisfied that conditions are met as set out in section 33;</li> <li>• classify as menacing by behaviour, characteristic or breed as set out in section 33A and section 33C, and require a menacing dog to be neutered under section 33EB;</li> </ul>

Legislation and Authority	Powers Delegated
	<ul style="list-style-type: none"> <li>• authorise persons other than dog control officers to issue infringement notices under section 66;</li> <li>• impound and subsequently dispose of a dog under section 69;</li> <li>• dispose of or return under section 70 a dog impounded for barking;</li> <li>• retain a dog threatening public safety under section 71;</li> <li>• dispose of dog seized as set out in section 71A.</li> </ul>
Legislation and Authority	Powers Delegated
<p><b>Family Violence Act 2018 and any regulations made under that Act, including the Family Violence Regulations 2019</b> To the Chief Executive with power of sub-delegation to officers.</p>	<p>Delegation of authority to exercise and administer all responsibilities, duties and powers of the Council under Part 9 “Public registers not publishing identifying information related to protected person” of the Family Violence Act 2018 and any regulations made under the Act.</p>
Legislation and Authority	Powers Delegated
<p><b>Fencing Act 1978 and any regulations made under that Act</b> To the Chief Executive with power of sub-delegation to officers.</p>	<p>Delegation of authority to exercise and administer all responsibilities, duties and powers of the Council under the Act and any regulations made under the Act.</p>
Legislation and Authority	Powers Delegated
<p><b>Fire and Emergency New Zealand (Fire Safety, Evacuation Procedures, and Evacuation Schemes) Regulations 2018</b> To the Chief Executive with power of sub-delegation to officers.</p>	<p>Delegation of authority to exercise and administer all responsibilities, duties and powers of the Council under the regulation.</p>

Legislation and Authority	Powers Delegated
<p><b>Food Act 2014 and any regulations made under that Act</b> To the Chief Executive with power of sub-delegation to officers.</p>	<p>Delegation of authority to exercise and administer all responsibilities, duties and powers of the Council under the Act and any regulations made under the Act except those powers specified in section 34 of the Act (which relates to the power to grant an exemption).</p>
<p><b>Freedom Camping Act 2011 and any regulations made under that Act</b> To the Chief Executive with power of sub-delegation to officers.</p>	<p>Delegation of authority to exercise and administer all responsibilities, duties and powers of the Council under the Act and any regulations made under the Act, <b>including</b> but not limited to the power to appoint enforcement officers under section 32 of the Act.</p>
<p><b>Gambling Act 2003 and any regulations made under that Act</b> To the Chief Executive with power of sub-delegation to officers. Delegation does not include the adoption, amendment or replacement of a class 4 venue policy under sections 101 – 102.</p>	<p>Delegation of authority to exercise and administer all responsibilities, duties and powers of the Council under the Act and any regulations made under the Act, <b>including</b> but not limited to the power to consider applications for territorial authority consent for class 4 venue licenses in accordance with the class 4 venue policy and:</p> <ul style="list-style-type: none"> <li>• grant consent with or without specifying the maximum number of machines that can be operated at the venue; or</li> <li>• not grant consent.</li> </ul>
<p><b>Health Act 1956 and any regulations made under that Act</b> To the Chief Executive with power of sub-delegation to officers.</p>	<p>Delegation of authority to exercise and administer all responsibilities, duties and powers of the Council under the Act and any regulations made under the Act <b>including</b> but not limited to:</p> <ul style="list-style-type: none"> <li>• the power to appoint Environmental Health Officers under section 28;</li> <li>• the power to issue cleansing orders under section 41;</li> <li>• the power to issue repair or closing orders under section 42;</li> <li>• issuing consent for the establishment of any offensive trade under section 54;</li> <li>• the power to initiate proceedings under section 33 in respect of nuisances;</li> </ul>

Legislation and Authority	Powers Delegated
	<ul style="list-style-type: none"> <li>the Council's powers in relation to back-flow prevention systems and devices under section 69ZZZ;</li> <li>the power to cleanse and disinfect premises or articles under section 82.</li> </ul>

Legislation and Authority	Powers Delegated
<b>Impounding Act 1955 and any regulations made under that Act</b> To the Chief Executive with power of sub-delegation to officers.	Delegation of authority to exercise and administer all responsibilities, duties and powers of the Council under the Act and any regulations made under the Act, <b>including</b> but not limited to the power to appoint poundkeepers, deputies and rangers under section 8 and section 9 for the proper carrying out of the provisions of this Act, <b>except</b> the powers contained in section 14(1) of the Act (setting pound fees).

Legislation and Authority	Powers Delegated
<b>Infrastructure Funding and Financing Act 2020 and any regulations made under that Act</b> To the Chief Executive.	Delegation of authority to exercise and administer all responsibilities, duties and powers of the Council as a responsible infrastructure authority, a SPV (Special Purpose Vehicle) and a responsible levy authority.
To the Chief Financial Officer.	Delegation of authority to exercise and administer all responsibilities, duties and powers of the Council as a responsible infrastructure authority, a SPV (Special Purpose Vehicle) and a responsible levy authority. Not including delegations under Part 4 Subpart 3.
To the Group Manager Infrastructure and Asset Management Services.	Delegation of authority to exercise and administer all responsibilities, duties and powers of the Council acting as a responsible infrastructure authority and a SPV (Special Purpose Vehicle).

Legislation and Authority	Powers Delegated
<b>Land Transport Act 1998 and any regulations made under that Act</b> To the Chief Executive with power of sub-delegation to officers.	Delegation of authority to exercise and administer all responsibilities, duties and powers of Council under the Act, any regulations made under that Act and associated requirements of the Land Transport Rules <b>including</b> but not limited to the power to: <ul style="list-style-type: none"> <li>appoint parking wardens under section 128D.</li> </ul>

Legislation and Authority	Powers Delegated
<p><b>Litter Act 1979 and any regulations made under that Act</b> To the Chief Executive with power of sub-delegation to officers.</p>	<p>Delegation of authority to exercise and administer all responsibilities, duties and powers of the Council under the Act and any regulations made under the Act, <b>including</b> but not limited to the powers to:</p> <ul style="list-style-type: none"> <li>• appoint litter control officers as set out in section 5;</li> <li>• require the provision and maintenance of litter receptacles under section 9;</li> <li>• issue notices under section 10 in relation to litter;</li> <li>• make grants or spend money on campaigns for the abatement or prevention of litter under section 11;</li> <li>• issue infringement notices under section 14.</li> </ul>

Legislation and Authority	Powers Delegated
<p><b>Local Government Act 1974 and any regulations made under that Act</b> To the Chief Executive with power of sub-delegation to officers.</p>	<p>Delegation of authority to exercise and administer all responsibilities, duties and powers of the Council under the Act and any regulations made under the Act, <b>including</b> but not limited to the power to:</p> <ul style="list-style-type: none"> <li>• repair local roads (section 319(a));</li> <li>• make various alterations to roads, such as levels, etc (section 319(c) to (i) and (k) to (j));</li> <li>• allocate property numbers (section 319B);</li> <li>• contribute to an adjoining districts road maintenance (section 324);</li> <li>• seek payments for betterment (section 326);</li> <li>• construct footpaths and channels (section 331); cycle tracks (section 332); dividing strips (section 333); monuments, etc (section 334); lighting (section 334A); vehicle crossings (section 335); transport shelters (section 339);</li> <li>• require alterations to pipes and drains and apparatus on or under roads (section 337);</li> <li>• grant rights to lay pipes (section 338);</li> <li>• enable construction of motor garages (section 340) (subject to RMA process);</li> <li>• enter into leases of air space or subsoil (section 341);</li> <li>• contribute to the cost of railway, subways or bridges (section 341A);</li> <li>• enable gates and cattle stops (section 344);</li> <li>• contribute towards Maori road ways (section 324A);</li> <li>• declare roads to be limited access roads;</li> <li>• permit the construction of private roads;</li> <li>• permit the construction of cellars or excavation in the vicinity of road (section 354);</li> <li>• require the removal of overhanging trees (section 355);</li> </ul>

Legislation and Authority	Powers Delegated
	<ul style="list-style-type: none"> <li>• remove abandoned vehicles from roads (section 356);</li> <li>• prosecute in relation to penalties for damage to roads (section 357);</li> <li>• provide parking places in buildings and transport stations under section 591;</li> <li>• make and maintain drainage channels (sections 509 to 511);</li> <li>• make allowances (grants) to the owner of land to enable work to keep drainage channels clear (section 514); and</li> <li>• issue infringement notices and prosecute for offences under the Act.</li> </ul>

Legislation and Authority	Powers Delegated
<p><b>Local Government Act 2002 and any regulations made under that Act</b></p> <p>To the Chief Executive with power of sub-delegation to officers.</p>	<p>Delegation of authority to exercise and administer all responsibilities, duties and powers of the Council under the Act and any regulations made under the Act, <b>except:</b></p> <ul style="list-style-type: none"> <li>• the powers set out in clause 32(1)(a) to (h) of Schedule 7 of the Act;</li> <li>• any Local Government Act 2002 power expressly reserved to the Council or expressly delegated by the Council to a committee;</li> <li>• where sections 138 or 140 of the Local Government Act 2002 apply; or</li> <li>• as limited by the conditions set out below.</li> </ul> <p>Delegation of authority to affix the Council's common seal:</p> <ul style="list-style-type: none"> <li>• to any warrants issued by the Council where the warrants authorise entry onto private land on behalf of the Council;</li> <li>• to any document that has been prepared to implement a resolution previously made by the Council; and</li> <li>• in any other situation where the Council is directed by legislation to use its common seal; providing that the signature of the Chief Executive followed by that of the Mayor or Deputy Mayor and one Councillor have first been obtained and that the use of the common seal is recorded in a register and advised to Council on a weekly basis via the Elected Members Bulletin. <p>Delegation of authority to approve and enter into, and where required to affix the common seal:</p> <ul style="list-style-type: none"> <li>• any deed and agreement entered into by Council under clauses 7-12 (electronic instruments) and clause 13 (paper instruments) and schedule 3</li> </ul> </li></ul>

Legislation and Authority	Powers Delegated
	<p>(for classification of instruments) of the Land Transfer Regulations 2018 (note that leases, easements, instruments and other land-related documents are deemed to have the same effect as deeds and should be executed as deeds); provided the signature of the Chief Executive and a witness is also obtained (in accordance with execution requirements outlined under Appendix 1 below).</p> <p>Without limiting the powers delegated to the Chief Executive above, the Chief Executive may:</p> <ul style="list-style-type: none"> <li>• implement any proposal or decision contained within the Council's Long Term Plan (LTP) or Annual Plan or other adopted Council policy;</li> <li>• issue warrants under the Local Government Act 2002 or any other enactment under which Council officers may be warranted;</li> <li>• appoint enforcement officers under section 177 of the Act;</li> <li>• give approval to matters or activities relating to land or buildings under the control, authorisation or ownership of the Council, except as limited by clause 32(1)(c) of Schedule 7 of the Act;</li> <li>• grant leases of residential properties (see note above about deed execution);</li> <li>• grant leases of Council property where the term of the lease is 10 years or less, including right of renewals (see note above about deed execution);</li> <li>• grant licences to occupy Council property where the term of the licence is 3 years or less (see note above about deed execution);</li> <li>• grant easements over land (see note above about deed execution); and</li> <li>• enter into other deeds, contracts or agreements (including but not limited to leases of non-Council property and licences to occupy non-Council property).</li> </ul> <p>The following conditions apply to the exercise of the Chief Executive's delegated powers under the Act:</p> <ul style="list-style-type: none"> <li>• The Chief Executive may commit Council expenditure for any deeds, contracts or agreements up to \$2.4million, for any one deed, contract or agreement, including the authority to enter into such a deed, contract or agreement, providing that before exercising these powers the Chief Executive is satisfied that full allowance</li> </ul>

Legislation and Authority	Powers Delegated
	<p>has been made and remains for the proposed expenditure in an approved budget and that, if applicable, all tenders accepted over a value of \$250,000 are reported to the Strategy, Operations and Finance Committee;</p> <ul style="list-style-type: none"> <li>• The Chief Executive may sub-delegate the authority to commit the Council to expenditure for any deeds, contracts or other agreements e.g. mediation, leases of non-Council property and licences to occupy non-Council property, and subject to any conditions that the Chief Executive may impose, for a lesser amount than \$600,000 and no more than an officer's financial delegation, for any one deed, contract or agreement, including the authority to enter into such a deed, contract or agreement, providing that before exercising these powers the sub-delegate is satisfied that full allowance has been made and remains for the proposed expenditure in an approved budget and that, if applicable, all tenders accepted over a value of \$250,000 are reported to the Strategy, Operations and Finance Committee;</li> <li>• The Chief Executive (with the power to sub-delegate) may write off sundry debts (excluding rating debts) up to the value of \$10,000 per debt.</li> </ul> <p><i>See the 'Reserves Act 1977 delegations' for delegations in respect of leases on reserve land. See also Appendix 1 for Execution Requirements and Appendix 2 for Use of the Common Seal.</i></p>

Legislation and Authority	Powers Delegated
<p><b>Local Government Official Information and Meetings Act 1987 and any regulations made under that Act</b> To the Chief Executive with power of sub-delegation to officers and, in respect of Parts 2 to 5 of the Act, to employees.</p>	<p>Delegation, under section 42 of the Local Government Official Information and Meetings Act 1987, of authority to exercise and administer all responsibilities, duties and powers of the Council under Parts 2 to 5 of the Act and any regulations made under the Act, <b>except</b> those in section 32 (which relates to responses to recommendations made by the Ombudsman under section 30(1)). Delegation, under clause 32 in Schedule 7 of the Local Government Act 2002, of authority to exercise and administer all responsibilities, duties and powers of the Council under section 44A of the Act.</p>

Legislation and Authority	Powers Delegated
<p><b>Local Government (Rating) Act 2002 and any regulations made under that Act</b> To the Chief Executive, the Group Manager Corporate Services, Chief Financial Officer, Manager Financial Accounting and Manager Financial Planning and Performance.</p>	<p>Delegation, under section 132, of authority to exercise and administer all responsibilities, duties and powers of the Council under the Act and any regulations made under the Act, <b>except</b>:</p> <ul style="list-style-type: none"> <li>• the power to make further delegations;</li> <li>• functions, powers and duties conferred by subpart 2 of Part 1 (key provisions on what is rateable, i.e. who must pay rates, and kinds of rates that may be set);</li> <li>• functions, powers and duties conferred by subpart 1 of Part 5 (replacement of rates).</li> </ul>
<p><b>Section 21A of Machinery Act 1950 and any regulations made under that Act, including the Amusement Devices Regulations 1978 made under that Act</b> To the Chief Executive with power of sub-delegation to officers.</p>	<p>Delegation of authority to exercise and administer all responsibilities, duties and powers of the Council under section 21A of the Act and <b>any regulations made under the Act including the Amusement Devices Regulations 1978, including</b> but not limited to the power under section 21A of the Act to authorise, permit and carry out inspections in relation to amusement devices.</p> <p><b>Please note that the Machinery Act 1950 has been repealed by section 231 of the Health and Safety at Work Act 2015. Despite the repeal of the Act, section 21A of the Act is to be treated as continuing in force until the Amusement Devices Regulations 1978 are revoked.</b></p>
<p><b>National Animal Identification and Tracing Act 2012</b> To the Chief Executive with power of sub-delegation to officers.</p>	<p>Delegation of authority to exercise and administer all responsibilities, duties and powers of the Council under the Act and any regulations made under the Act.</p>

Legislation and Authority	Powers Delegated
<p><b>Natural and Built Environment Act 2023 and any regulations made under that Act</b>                      To the Chief Executive and the Deputy Chief Executive with no power of sub-delegation.</p>	<p>Delegation of authority under Section 62 of the Natural and Built Environment Act 2023, to exercise and administer all responsibilities, duties and powers of the Council under the Act and any regulations made under the Act <b>except</b> the following:  <i>(a) the power to delegate in subsection (1);</i>  <i>(b) the power to make a decision on an application for a resource consent;</i>  <i>(c) the power to make a recommendation on a requirement for a designation.</i></p>
<p>To the Group Manager, Strategy and Growth and the District Planning Manager.</p>	<p>Delegation of authority under Schedule 10, Clause 18(2) of the Act to provide written comments to the Environmental Protection Agency on a fast-track referral application.</p>

Legislation and Authority	Powers Delegated
<p><b>Privacy Act 2020 and any regulations made under that Act</b>                      To the Chief Executive with power of sub-delegation to officers.</p>	<p>Delegation of authority to exercise and administer all responsibilities, duties and powers of the Council under the Act and any regulations made under the Act.</p>

Legislation and Authority	Powers Delegated
<p><b>Property Law Act 2007 and any regulations made under that Act</b>                      To the Chief Executive with power of sub-delegation to officers.</p>	<p>Delegation of authority to exercise and administer all responsibilities, duties and powers of the Council, including but not limited to, acting as a Lessee, Lessor or Tenant, under the Act and any regulations made under the Act.</p>

Legislation and Authority	Powers Delegated
<p><b>Public Works Act 1981 and any regulations made under that Act</b> To the Chief Executive with power of sub-delegation to officers.</p>	<p>Delegation of authority to exercise and administer all responsibilities, duties and powers of the Council under the Act and any regulations made under the Act, <b>including</b> but not limited to the power to:</p> <ul style="list-style-type: none"> <li>• deal with trees on roads (sections 133 to 135);</li> <li>• enter onto land (under section 234) to repair public works;</li> <li>• control excavations near public works (under section 237);</li> <li>• remove property abandoned on land for a public work (under section 239);</li> <li>• bring action for damages to public works (under section 238) and to recover land from persons holding illegal possession (under section 240);</li> <li>• prosecute in respect of offences against the Act.</li> </ul>
<p><b>Legislation and Authority</b></p> <p><b>Racing Industry Act 2020 and any regulations made under that Act</b> To the Chief Executive with power of sub-delegation to officers.</p>	<p><b>Powers Delegated</b></p> <p>Delegation of authority to exercise and administer all responsibilities, duties and powers of the Council under the Act and any regulations made under the Act.</p>
<p><b>Legislation and Authority</b></p> <p><b>Railways Act 2005 and any regulations made under that Act</b> To the Chief Executive with power of sub-delegation to officers.</p>	<p><b>Powers Delegated</b></p> <p>Delegation of authority to exercise and administer all responsibilities, duties and powers of the Council under the Act and any regulations made under the Act, <b>including</b> but not limited to:</p> <ul style="list-style-type: none"> <li>• the section 74 duty to maintain drains above or under railway infrastructure;</li> <li>• the section 83 duty to maintain level crossings.</li> </ul>
<p><b>Legislation and Authority</b></p> <p><b>Rates Rebate Act 1973 and any regulations made under that Act</b> To the Chief Executive with power of sub-delegation to officers.</p>	<p><b>Powers Delegated</b></p> <p>Delegation of authority to exercise and administer all responsibilities, duties and powers of the Council under the Act and any regulations made under the Act.</p>

Legislation and Authority	Powers Delegated
<p><b>Rating Valuations Act 1998 and any regulations made under that Act</b>                      To the Chief Executive with power of sub-delegation to officers.</p>	<p>Delegation, under section 50(1) of the Rating Valuations Act 1998, of authority to exercise and administer all responsibilities, duties and powers of the Council under the Act and any regulations made under the Act.</p>

Legislation and Authority	Powers Delegated
<p><b>Reserves Act 1977 and any regulations made under that Act</b>                      To the Chief Executive with power of sub-delegation to officers.</p>	<p>Delegation of authority to exercise and administer all responsibilities, duties and powers* of the Council in its role as landowner, Administering Body or where appointed to control and manage, and as a delegate of the Minister of Conservation, under the Reserves Act 1977 and any regulations made under the Act and management plans <b>including</b> but not limited to the power to:</p> <ul style="list-style-type: none"> <li>a) publicly notify the intention to grant a lease, licence, easement, concession or permit and where no objections are received, to grant the lease, licence, easement, or permit.</li> </ul> <p><b>Except:</b></p> <ul style="list-style-type: none"> <li>a) the power to declare land to be a reserve and the power to hear objections and make a decision on whether to confirm the resolution under section 14 (other than the power to attend to gazettal under section 14(4);</li> <li>b) the power to exchange reserve land for other land under section 15;</li> <li>c) the power to classify reserves, by Gazette notice, according to their principal or primary purpose under section 16(1);</li> <li>d) the power to give full consideration to objections and submissions under 16(4);</li> <li>e) the power to change a classification or purpose of a reserve, consider objections and form an opinion that the change in the classification of a scenic, nature, scientific or historic reserve is justified under section 24(1), 24(2)(e), 24(3) and 24(5);</li> <li>f) the power under section 25(1) to dispose of land in such manner and for such purposes as the Minister specifies following the revocation of the reservation of any public reserve (or part of one) under section 24;</li> <li>g) the power to approve reserve management plans under section 41(1);</li> </ul>

Legislation and Authority	Powers Delegated
	<p>h) the power to give or decline approval for the erection of shelters, huts, cabins, lodges etc on any recreation or scenic reserve under section 45;</p> <p>i) the power under section 55(2)(a), (d), (e), (f) and (g) to decline or give consent to specific activities on a scenic reserve;</p> <p>j) the power under section 58(b) to set apart and use part of a reserve as a site for residences and other buildings;</p> <p>k) the power under section 73(5) to consent or decline consent in writing to a member of an administering body becoming the lessee of any land under the control of that body;</p> <p>l) the power under section 75(1) and (2) to consent or decline to consent to the afforestation of a recreation or local purpose reserve;</p> <p>m) the power to make bylaws under section 106;</p> <p>n) the power to grant licences pursuant to Section 48A of the Reserves Act 1977 for the use of a reserve for a communications station (such granting of licences to be subject where appropriate to the approval of the appropriate Minister of the Crown and the provision of the First Schedule of the Reserves Act 1977);</p> <p>o) the power to hear and report to Council on submissions and to make recommendations to Council on decisions, relating to the revocation of reserve land;</p> <p>p) the power to determine from time to time whether a park has Districtwide importance and is therefore not a "local" park;</p> <p>q) any power that is expressly required by the Act to be exercised by resolution of the Council.</p> <p><b>For the avoidance of doubt:</b>                      Exceptions b) and p) do not preclude the power to recommend or report to a Committee or Council on these matters.</p> <p><i>* For leases, easements, transfers and other documents dealing with land, see notes about deed execution under the 'Local Government Act 2002 delegations'. See also Appendix 1 for Execution Requirements and Appendix 2 for Use of the Common Seal.</i></p>

Legislation and Authority	Powers Delegated
<p>To the following positions with no power of sub-delegation:</p> <ul style="list-style-type: none"> <li>• <del>Group Manager Place and Space</del></li> <li>• Group Manager Customer and Community</li> <li>• Group Manager Infrastructure and Asset Management</li> <li>• Manager Property and Parks Asset Planning Manager</li> <li>• Manager Parks, Open Space and Environment Manager</li> <li>• Manager Property and Facilities Maintenance Manager</li> </ul>	<p>Delegation of the power under section 74 of the Reserves Act to issue and cancel licences to occupy reserves temporarily.</p>

Legislation and Authority	Powers Delegated
<p><b>Residential Tenancies Act 1986 and any regulations made under that Act</b>                      To the Chief Executive with power of sub-delegation to officers.</p>	<p>Delegation of authority to exercise and administer all responsibilities, duties and powers of the Council under the Residential Tenancies Act 1986 and any regulations made under the Act.</p>

Resource Management Act 1991	
Legislation and Authority	Powers Delegated
<p><b>Resource Management Act 1991 and any regulations made under that Act</b>                      To the Chief Executive and the Deputy Chief Executive with no power of sub-delegation</p>	<p>Delegation, under section 34A of the Resource Management Act 1991, of authority to exercise and administer all responsibilities, duties and powers of the Council under the Act and any regulations made under the Act, <b>including</b> delegation to the Chief Executive to write off sundry debts to the value of \$10,000, <b>except:</b></p> <ul style="list-style-type: none"> <li>• the power of delegation; or</li> <li>• the power of approval of a policy statement or plan under clause 17 of Schedule 1.</li> </ul>

<b>Legislation and Authority</b>	<b>Powers Delegated</b>
<b>Sale and Supply of Alcohol Act 2012 and any regulations made under that Act</b> To the Chief Executive.	<ul style="list-style-type: none"> <li>• Delegation of the power in section 197(5) to appoint a chief licensing inspector.</li> <li>• The Chief Executive is provided with general authority to exercise his/her power of delegation under section 198 of the Act.</li> </ul>
<b>Legislation and Authority</b> <b>Summary Proceedings Act 1957 and any regulations made under that Act</b> To the Chief Executive with power of sub-delegation to officers and the Enforcement Decision Group.	<b>Powers Delegated</b> Delegation of authority to exercise and administer all responsibilities, duties and powers of the Council under the Act and any regulations made under the Act.
<b>Legislation and Authority</b> <b>Statutory Land Charges Registration Act 1928</b> To the Chief Executive with power of sub-delegation to officers.	<b>Powers Delegated</b> Delegation of authority to exercise and administer all responsibilities, duties and powers of the Council under the Act
<b>Legislation and Authority</b> <b>Trespass Act 1980</b> To the Chief Executive with power of sub-delegation to officers.	<b>Powers Delegated</b> Delegation of authority to exercise and administer all responsibilities, duties and powers of the Council as occupier of any place or land.
<b>Legislation and Authority</b> <b>Unit Titles Act 2010</b> To the Chief Executive with power of sub-delegation to officers.	<b>Powers Delegated</b> Delegation of authority to exercise and administer all responsibilities, duties and powers of the Council under the Act and any regulations made under the Act.

<b>Legislation and Authority</b>	<b>Powers Delegated</b>
<b>Urban Development Act 2020 and any regulations made under that Act</b> To the Chief Executive.	Delegation of authority to nominate a person or persons, or not, as a governing officer with conditions under section 290 of the Act. Delegation of authority to approve Kāinga Ora delegate under 297(2) of the Act. Delegation of authority to exercise and administer all responsibilities, duties and powers of the Council relating to a specified development project, under section 217 of the Act.
To the Group Manager Corporate Services, Group Manager Infrastructure and Asset Management Services and Chief Financial Officer.	Delegation of authority to exercise and administer all responsibilities, duties and powers of the Council relating to collecting levies and recovering costs for specified development projects, under section 217 of the Act.
<b>Legislation and Authority</b>	<b>Powers Delegated</b>
<b>Utilities Access Act 2010 and any regulations made under that Act</b> To the Chief Executive.	Delegation of authority to exercise and administer all responsibilities, duties and powers of the Council as a Utility Operator.
<b>Legislation and Authority</b>	<b>Powers Delegated</b>
<b>Waste Minimisation Act 2008 and any regulation made under that Act.</b> To the Chief Executive with power of sub-delegation to officers.	Delegation of authority to exercise and administer all responsibilities, duties and powers of the Council under the Act except the power to: <ul style="list-style-type: none"> <li>• prepare, adopt, amend or revoke a waste management and minimisation plan; or</li> <li>• make or review a bylaw.</li> </ul>

Legislation and Authority	Powers Delegated
<p><b>Kapiti Coast District Council Bylaws</b> To the Chief Executive with power of sub-delegation to officers</p>	<p>The Council appoints the Chief Executive as the appropriate officer designation under all Bylaws. Delegation of authority to exercise and administer all responsibilities, duties and powers of Council under the Kapiti Coast District Council Bylaws <b>including</b> but not limited to authority to do all things necessary to:</p> <ul style="list-style-type: none"> <li>• implement and uphold Kapiti Coast District Council Bylaws;</li> <li>• appoint Council staff members as officers with the appropriate officer designation under Kapiti Coast District Council Bylaws;</li> <li>• sub-delegate generally and particularly any of those powers conferred upon the Chief Executive under the Kapiti Coast District Council Bylaws.</li> </ul>

**Appendix 1 Execution requirements**

1. For documentation that must be executed by Council (as per section 32 of Schedule 7 of the of the Local Government Act 2002), the signatures of the Chief Executive, Mayor and one Councillor are required, and the common seal affixed.
2. For matters delegated to the Chief Executive, the signature of the Chief Executive is required and a witness (please note Council's financial delegations must also be met)
3. For matters delegated by the Chief Executive to Council officers (i.e. Group Managers), the signature of the officer is required and a witness (please note Council's financial delegations must also be met).

**Appendix 2 Use of the common seal**

Please note that the use of the common seal is required when Council must execute an agreement for certain transactions under the following Acts:

- Sections 22(2) of the Bylaws Act 1910 provides that any bylaw, or copy of a bylaw authenticated by the common seal of the local authority shall be sufficient evidence of the existence, publication, validity, and provisions of the bylaw and the date of its coming into operation.
- Section 12(8) of the Bylaws Act 1910 refers to the Council issuing under common seal a bylaw that has been quashed in part or amended by the High Council.
- Clause 17 of Schedule 1 of the Resource Management Act 1991 provides that approvals of proposed policy statements or plans must be done by affixing the common seal.
- Section 174(1) of the Local Government Act 2002 wherever a Council officer is authorised under the Local Government Act 2002 or other Act to enter private land on behalf of the Council, the Council must provide a written warrant with the common seal affixed as evidence of authorisation.
- Section 258H of the Local Government Act 2002 relates to the execution of documents using the common seal when a commission is appointed by the Minister in the place of a local authority.
- Section 345(1)(a) of the Local Government Act 1974 refers to the Council conveying or transferring or leasing land, that is no longer required as a road, to be done using the common seal.
- Section 80 of the Local Government (Rating) Act 2002 provides that the Council must in the case of the sale or lease of abandoned land, execute a memorandum of transfer or lease using the common seal, on behalf of the ratepayer whose interest has been sold or leased.
- Clause 8 of Schedule 1 of the Receiverships Act 1993 provides for the use of the common seal where a receiver is appointed and needs to execute documents in the name of the local authority in relation to assets charged in favour of the appointer of the receiver.











Council to Staff Resource Management Act 1991

Delegations to positions under section 34A of the Resource Management Act 1991 (RMA)	110	113	114	124	124A	124B	124C	125	126	127	128	129	132	133A	134	138	139	139A	148B	149G	149W	149ZD	168	168A	169	171	173	174	175	176	176A	178	181(3)	184	189A	190	193	194	195A	198 A-M	220	221	222	223	224	226 (1)(e)	227										
Group Manager Regulatory Services	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.							
Group Manager Strategy and Growth	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.						
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Manager Environmental Standards											.	.																																													
Manager Governance and Legal Services																																																									
Manager Operations																																																									
Manager Parks, Open Space and Environment																																																									
Manager Project Management Office																																																									
Manager Property and Facilities Maintenance																																																									
Manager Resource Consents and Compliance	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.		
Manager Stormwater and Coastal Asset																																																									
Manager Utilities Infrastructure																																																									
Manager Water and Wastewater Services																																																									
Operations Manager																																																									
Parks and Environment Planning Advisor																																																									
Parks and Environment Senior Advisor																																																									
Parks and Outdoor Recreation Advisor																																																									
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Parks, Open Space and Environment Manager																																																									
Planning Projects Team Leader	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.		
Planning Technical Support Officer	.	.	.					.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.			
Planning Technician (Resource Consents)	.	.	.					.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.			
Policy Planner (Senior, Intermediate, Graduate)	.	.	.					.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.		
Principal Advisor Customer and Community																																																									
Principal Advisor Regulatory and Environment	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	
Principal Advisor, Regulatory Services	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.		
Principal Advisor, Strategy and Growth																																																									
Principal Policy Planner	.	.	.					.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	
Principal Resource Consents Planner	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	
Programme Delivery Manager – Civil																																																									
Programme Delivery Manager – Community Facilities																																																									
Programmes Manager Parks and Active Environment																																																									
Project Coordinator																																																									
Project Manager																																																									
Project Manager – Civil																																																									
Project Manager – Community Facilities																																																									
Project Manager - Ōtaki Growth Infrastructure																																																									
Projects Manager Stormwater and Coastal Assets																																																									
Property Administration Officer																																																									
Property and Facilities Maintenance Manager																																																									
Property and Facilities Maintenance Senior Advisor																																																									

To Council 29 February 2024

Council to Staff Resource Management Act 1991

Delegations to positions under section 34A of the Resource Management Act 1991 (RMA)	110	113	114	124	124A	124B	124C	125	126	127	128	129	132	133A	134	138	139	139A	148B	148G	149W	149ZD	168	168A	169	171	173	174	175	176	176A	178	181(3)	184	189A	190	193	194	195A	198 A-M	220	221	222	223	224	226 (1)(e)	227														
Property and Parks Officer																																																													
Public Spaces and Animal Management Officer																																																													
Refurbishment and Renewals Projects Manager																																																													
Regulatory Services Support Officer																																																													
Researcher																																																													
Resource Consents and Compliance Manager																																																													
Resource Consents Planner																																																													
Resource Consents Project Officer																																																													
Resource Consents Service Planner																																																													
Roading Engineer																																																													
Roading Asset Engineer																																																													
Roading Contracts and Project Administrator																																																													
Senior Advisor Parks and Environment																																																													
Senior Advisor Property and Facilities Maintenance																																																													
Senior Advisor, Legal Support Services and Official Information																																																													
Senior Asset Planning Engineer																																																													
Senior Clerk of Works Development Management																																																													
Senior Compliance and Licensing Officer																																																													
Senior Compliance and Monitoring Officer																																																													
Senior Compliance and Trade Waste Officer																																																													
Senior Development Engineer																																																													
Senior Engineer – Water Safety and Resilience Programme																																																													
Senior Network Engineer																																																													
Senior Public Spaces and Animal Management Officer																																																													
Senior Resource Consents Planner																																																													
Senior Roading Engineer																																																													
Senior Stormwater and Coastal Engineer																																																													
Senior Water and Wastewater Engineer																																																													
Specialist Engineer Water and Wastewater																																																													
Stormwater and Coastal Asset Manager																																																													
Stormwater and Coastal Assets Projects Manager																																																													
Stormwater and Coastal Engineer																																																													
Stormwater and Coastal Engineer																																																													
Supervisor Customer and Business Support																																																													
Team Leader Building Approvals																																																													
Team Leader Building Inspections																																																													
Team Leader Development Management																																																													
Team Leader Environment and Ecological Services																																																													
Team Leader Environmental Health, Licensing and Compliance																																																													
Team Leader Legal Support Services and Official Information																																																													
Team Leader Open Space Planning																																																													
Team Leader Parks and Outdoor Recreation																																																													
Team Leader Planning Projects																																																													
Team Leader Public Spaces and Animal Management																																																													
Team Leader Resource Consents																																																													
Team Leader Roading Asset Management																																																													

To Council 29 February 2024











### 10.3 GOVERNANCE STRUCTURE AND DELEGATIONS REVIEW

Kaituhi | Author: **Steffi Haefeli, Manager Democracy Services**

Kaiwhakamana | Authoriser: **Mark de Haast, Group Manager Corporate Services**

#### TE PŪTAKE | PURPOSE

- 1 This report asks Council to approve amendments to Governance Structure and Delegations 2022 – 2025 document, in particular to the membership and delegations of committees and subcommittees as outlined in the report.

#### HE WHAKARĀPOPOTO | EXECUTIVE SUMMARY

- 2 It is good practice for Councils to regularly review their governance structure and decision-making delegation arrangements and make amendments where necessary to ensure the arrangements remain fit for purpose and work as intended.
- 3 Council adopted its current governance structure on 24 November 2022 and over the past calendar year opportunities for minor amendments have been identified. This report outlines these minor amendments to the governance structure and decision-making delegations suggested and asks Council to consider and approve the amendments.

#### TE TUKU HAEPAPA | DELEGATION

- 4 Council has the delegation to adopt and amend its governance structure and delegate certain decisions to subcommittees and community boards as required and appropriate.

#### TAUNAKITANGA | RECOMMENDATIONS

- A. That the Council, as appended in Appendix 1, adopts the amended membership of the Strategy, Operations and Finance Committee, the Social Sustainability Subcommittee and the Climate and Environment Committee as a result of Chris Gerretzen's resignation from Te Ātiawa ki Whakarongotai Charitable Trust.
- B. That Council, as appended in Appendix 1, adopts the amended delegations for the Social Sustainability Subcommittee and the Climate and Environment Subcommittee to include:
  - a. the authority to approve criteria for and disbursement of grant funding as approved through the Long-term Plan or Annual Plan.
- C. That Council, as appended in Appendix 1, adopts the amended delegations for the Social Sustainability Subcommittee to include the authority to receive and consider regular updates in relation to regional transport matters.
- D. That Council, as appended in Appendix 1, adopts the amended delegations for the Risk and Assurance Committee to include:
  - a. the authority to review the Annual Plan and Long-term Plan reports and consultation documents, including any audit reports, and make recommendations ahead of the plans being approved by Council.
  - b. the authority to receive six-monthly updates on Council's emergency management, resilience and recovery, and make recommendations to Council on opportunities for improvement.
- E. That Council, as appended in Appendix 1, adopts the amended appointment of Councillor Martin Halliday as an alternate representative to the Regional Transport Committee.

## TŪĀPAPA | BACKGROUND

- 5 The governance and management of local authorities is provided for in Part 4 of the Local Government Act 2002 (LGA). Establishing and maintaining the right kind of governance structure in terms of decision-making is critical to a Council effectively discharging its governance role.
- 6 The LGA provides the following guidance:
- council can appoint committees, subcommittees and other decision-making bodies
  - committees can appoint subcommittees
  - a decision made under delegated authority cannot be overturned by the body that gave the delegation
  - for the purposes of efficiency and effectiveness a council can delegate any of its powers or responsibilities except certain specified exemptions.
- 7 In line with these powers, on 24 November 2022, Council established the following committees and subcommittees for the 2022-2025 triennium:

Strategy, Operations and Finance Committee
Social Sustainability Subcommittee
Climate and Environment Subcommittee
Risk and Assurance Committee
Grants Allocation Committee
Appeals Hearing Committee
Chief Executive Performance and Employment Committee

## HE KŌRERORERO | DISCUSSION

### He take | Issues

- 8 Since the adoption of the governance structure in November 2022, potential amendments to the membership and delegations of committees and subcommittees have been identified. As a result, a number of amendments are proposed to the current Governance Structure and Delegations as set out in Appendix 1.

#### **Amended Membership of Committees and Subcommittees**

- 9 In January 2023, Chris Gerretzen was confirmed as representative for Te Ātiawa ki Whakarongotai to the Strategy, Operations and Finance Committee, the Social Sustainability Subcommittee and the Climate and Environment Subcommittee with full voting rights.
- 10 He was further confirmed as a mana whenua representative to Te Whakaminenga o Kapiti.
- 11 On 23 June 2023, the Chair of Te Whakaminenga o Kāpiti acknowledged the retirement of Chris Gerretzen from Te Ātiawa ki Whakarongotai Charitable Trust and recognised his contribution to Te Whakaminenga o Kāpiti. As a result, he will no longer act as a representative of the iwi on any of the committees and subcommittees he was appointed to in January 2023, including Te Whakaminenga o Kapiti.
- 12 It is therefore proposed that Council confirm removing him from the membership of these committees/subcommittees to reflect the iwi's current representation requirements. Te Ātiawa ki Whakarongotai will continue to be represented by André Baker and Janine Huxford on the above-mentioned committee and subcommittees including on Te Whakaminenga o Kapiti.

#### **Amended Delegations of Subcommittees and Committees**

- 13 On 24 November 2022, Council adopted its governance structure for the 2022-2025 triennium with the following delegations:
- 13.1 For the Social Sustainability Subcommittee and the Climate and Environment Subcommittee, it included delegations to provide oversight for grant funding, including the opportunity to review and comment on draft grant criteria, and to make recommendations to the Strategy, Operations and Finance Committee with regards to decisions about grant approvals.
- 13.2 For the Risk and Assurance Committee, it included various delegations to monitor the Council's financial management, financial reporting mechanisms and framework, and risk and assurance function, ensuring the existence of sound internal systems.

*Social Sustainability Subcommittee and Climate and Environment Subcommittee*

- 14 Through the process of adopting the grant criteria and later dispersing the funds for the Climate Action Grant in 2023, members of the Climate and Environment Subcommittee and the Strategy, Operations and Finance Committee observed the delegations adopted for the subcommittees did not promote best practice in administering grants and suggested amendments. An amendment would streamline the grants process and as a result improve the grant applicants experience. Due to the wording of the delegation in its current form, grant criteria and grant applications must first be endorsed by the Climate and Environment Subcommittee and then approved by the Strategy, Operations and Finance Committee. For grant applicants this process is confusing and complicated as it is unclear which committee to present applications to – or whether to present it to both committees which is time-consuming.
- 15 Community Boards are currently delegated the authority to set grant criteria and disperse grants as approved through the Long-term Plan and the Annual Plan and it is therefore proposed that the delegations of the subcommittees be aligned accordingly.
- 16 For the Social Sustainability Subcommittee, it is further proposed that the subcommittee be delegated the authority to receive and consider regular updates in relation to regional transport matters. Members of the subcommittee have raised discussion points on transport matters intermittently and consider these matters to align with the purpose of the subcommittee.

*Risk and Assurance Committee*

- 17 At a meeting of the Risk and Assurance committee on 9 November 2023, the Chair raised that the committee had been in place for a year, and that the delegations of the committee did not specifically include reviewing the Annual Plan and the Long-term Plan, nor did it include oversight over emergency management activities.
- 18 The inclusion of additional delegations for the committee was noted and supported by the Risk and Assurance Committee through resolution at a meeting held on 15 February 2024.
- 19 It is therefore proposed that two new delegations in relation to reviewing the Annual Plan and Long-term Plan documents, including consultation documents, audit plans and audit reports, as well as receiving six-monthly updates on emergency management is to be added to the committee's delegations.

***Amended Appointment of Alternate Delegate to the Regional Transport Committee***

- 20 On 24 November 2022, Council appointed Mayor Janet Holborow and as an alternate Councillor Lawrence Kirby as the representative to the Regional Transport Committee.
- 21 As a result of the addition of the delegated authority to receive and consider updates in relation to regional transport matters to the Social Sustainability Subcommittee, it is proposed that the alternate representative for the Regional Transport Committee be amended to the Chair of the Social Sustainability Subcommittee, Councillor Martin Halliday.

### Ngā kōwhiringa | Options

- 22 The following amendments to the membership and delegations in the Governance Structure and Delegations 2022 – 2025 are proposed:
- 22.1 Changes to the membership of the Strategy, Operations and Finance Committee, the Social Sustainability Subcommittee and the Climate and Environment Subcommittee by removing Chris Gerretzen as one of the mana whenua representatives with voting rights for Te Ātiawa ki Whakarongotai due to his retirement from the Trust in 2023.
- 22.2 Amending the delegations for the Social Sustainability Subcommittee to include the following delegated authorities:
- Authority to approve criteria for and disbursement of grant funding as approved through the Long-term Plan or Annual Plan.
  - Authority to receive and consider regular updates in relation to regional transport matters.
- 22.3 Amending the delegations for the Climate and Environment Subcommittee to include the following delegated authority:
- Authority to approve criteria for and disbursement of grant funding as approved through the Long-term Plan or Annual Plan.
- 22.4 Amending the delegations for the Risk and Assurance Committee to include the following delegations:
- Reviewing the Annual Plan and the Long-term Plan consultation documents and reports, including any audit reports, and making recommendations ahead of the plans being approved by Council.
  - Receiving six-monthly updates on Council's emergency management, resilience and recovery, and making recommendations to Council on opportunities for improvement.
- 22.5 Amending the appointed alternate delegate to the Regional Transport Committee to Councillor Martin Halliday.

### Mana whenua

- 23 In addition to the specific matters already discussed in this report, mana whenua and tangata whenua have not been consulted wider in relation to this report.

### Panonitanga Āhuarangi me te Taiao | Climate change and Environment

- 24 There are no climate change considerations for this report.

### Ahumoni me ngā rawa | Financial and resourcing

- 25 Budget to cover remuneration for each elected position has been provided through the Remuneration Authority Determination 2023–2024 and decisions made as a result of this report do not impact on remuneration and positions of responsibility.
- 26 External appointments to committees are remunerated under a separate policy for non-elected members which was adopted by Council in January 2023. Decisions made as a result of this report will not impact on remuneration of externally appointed members and will not have any budgetary implications.

**Tūraru ā-Ture me te Whakahaere | Legal and Organisational Risk**

- 27 There are no additional legal and or organisational risks arising from this report. This report has been reviewed by in-house counsel.

**Ngā pānga ki ngā kaupapa here | Policy impact**

- 28 This report is assessed to have a low level of significance under Council's significance and engagement policy.

**TE WHAKAWHITI KŌRERO ME TE TŪHONO | COMMUNICATIONS & ENGAGEMENT****Te mahere tūhono | Engagement planning**

- 29 An engagement plan is not needed to implement this decision. Council will communicate this decision through the established communication channels.

**Whakatairanga | Publicity**

- 30 Council will use its established communication channels to inform the community of its decision. The Governance Structure and Delegations document will be uploaded to the Council website.

**NGĀ ĀPITI HANGA | ATTACHMENTS**

1. Draft Governance Structure and Delegations 2022-2025 [↓](#)



**GOVERNANCE STRUCTURE  
AND DELEGATIONS  
TE HANGANGA ME NGĀ  
KANOHI KĀWANATANGA  
2022-2025 TRIENNIUM**

[kapiticoast.govt.nz](http://kapiticoast.govt.nz)



**Kāpiti Coast**  
DISTRICT COUNCIL  
Me Huri Whakamuri, Ka Titiro Whakamua

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### F. External Appointments

This section lists the elected members appointed to a range of external organisations, committees and agencies for the 2022 – 2025 Triennium.

### G. Document Version Control (Amendments during 2022 – 2025 Triennium)

### H. Relevant Legislative Extracts and Governance Structure Diagram

### INTERPRETATION

In these terms of reference and associated delegations for the purposes of interpretation, the following rules apply unless the context otherwise requires:

- any singular reference includes the plural, and vice versa
- any reference to a statute, regulation or bylaw also refers to that statute, regulation or bylaw as amended or substituted
- any reference to a committee of the Council includes a reference to any committee or subcommittee constituted to replace that committee
- any reference to an officer means an officer of the Council.

For the avoidance of doubt:

- a reference in this document to an enactment, regulation, or bylaw includes any amendment to the relevant provisions of that enactment, regulation or bylaw that, with or without modification, replaces or corresponds to that enactment, regulation or bylaw; and
- a reference in this document to a Council officer position includes any Council officer position that replaces or corresponds to that Council officer position and involves substantially the same duties.

### REVIEW OF THIS DOCUMENT

The document is reviewed following the triennial elections and once adopted by the new Council may be amended at any time by resolution of Council. Only Council may amend the document.

## PART A - OVERVIEW

### SECTION A.1 - PARTNERSHIP MODEL

1. This document describes how the Kāpiti Coast District Council carries out its governance functions and formally delegates its powers and responsibilities. It has been developed in accordance with the Local Government Act 2002.
2. These delegations are for the Committees, Subcommittees, Community Boards and Hearing Commissioners established by the Kāpiti Coast District Council for the 2022-2025 Triennium. Information is also included on the Joint Committees in which Council is a partner or participant.
3. They establish a governance partnership base and associated delegations for the achievement of the Long Term Plan (LTP).
4. The partnership approach is also reflected in the Council's commitment to a sustainable development approach, taking into account the social, cultural, economic and environmental interests of the community, now and in the future, as referenced in the Local Government Act 2002.
5. The Council will collaborate and cooperate with other local authorities and bodies as it considers appropriate to promote or achieve its priorities and desired outcomes, and make efficient use of resources.
6. The Council is committed to its partnership with the mana whenua of the District comprising the iwi and hapū of Ngā Hapū o Ōtaki (Ngāti Raukawa), Ngāti Toa Rangatira and Ātiawa ki Whakarongotai Charitable Trust (together forming the A.R.T Confederation). Council has a formal Memorandum of Partnership agreement with mana whenua and Te Whakaminenga o Kāpiti is the independent advisory forum for this partnership. Council and Te Whakaminenga o Kāpiti will also engage with māta waka (other resident Māori) over the 2022-2025 Triennium.
7. To strengthen mana whenua participation in decision-making Council may appoint mana whenua representatives with voting rights to the Strategy, Operations and Finance Committee, the Social Sustainability Subcommittee, the Climate and Environment Subcommittee and the Risk and Assurance Committee, in accordance with each Committee or Subcommittee's membership.
8. Appointed mana whenua representatives are also invited to attend Council meetings, including public excluded sessions, but will not have voting rights or count towards quorum. Other appointed representatives without voting rights on Council and/or its Committees/Subcommittees will not be able to attend public excluded sessions, except, at the Chair's discretion, where permission is granted for them to attend for all or part of the public excluded session. The Chair may require a resolution be passed by Council or the relevant Committee/Subcommittee for the member to remain in accordance with the requirements under section 48 of the Local Government Official Information and Meetings Act 1987. Where appointed members have submitted on an issue or have spoken during public speaking time on an issue they shall not participate in discussion or debate on that matter.
9. Non-appointed mana whenua or non-appointed/nominated community board representatives may attend meetings of Council and/or its Committees/Subcommittees with speaking rights, at the discretion of the Chair.
10. The Chair of Te Whakaminenga o Kāpiti or their nominated alternate is able to attend meetings of Council and contribute to the debate but not vote. Where Te Whakaminenga o Kāpiti has submitted on an issue, or a member has spoken during

public speaking time on an issue, they shall not participate in discussion or debate on that matter.

11. Community Boards may nominate one community board member (chair or alternate) to attend Council, Strategy, Operations and Finance Committee and Risk and Assurance Committee meetings. The nominated member will have speaking but not voting rights at these meetings and are not counted towards quorum. Community Boards may also nominate either a community board member or decide to recommend the appointment of a community board representative to the Social Sustainability Subcommittee and the Climate and Environment Subcommittee as per each subcommittee's membership. The appointed community board or community representatives will have speaking and voting rights at these meetings and will be counted towards quorum.
12. The Mayor or Deputy Mayor may attend Community Board meetings with speaking but not voting rights. Ward Councillors not appointed to Community Boards may attend meetings with speaking but not voting rights. When attending these meetings they may sit at the table.

## SECTION A.2 – COUNCIL AND MAYORAL POWERS

1. The Local Government Act 2002 describes the Council's powers including powers of delegation (see Section I for relevant legislative extracts). However only Council may perform the following:

- Make a rate
- Make a bylaw
- Borrow money, purchase or dispose of assets (outside the LTP parameters)
- Adopt the LTP, Annual Plan and Annual Report
- Appoint a Chief Executive
- Adopt policies required under the Act in association with the LTP or the local governance statement
- Adopt a remuneration and employment policy

2. The Mayor has additional powers under the Local Government Act 2002 (see Section I for relevant legislative extracts):

- To lead the development of the LTP and Annual Plan, together with policies and budgets
- To appoint the Deputy Mayor
- To establish committees of Council (and their terms of reference)
- To appoint the Chair of each Committee (before the appointment of other members)
- To appoint himself or herself as Chair of the Committee

3. Ordinarily the Mayor is a member of each Committee.

4. In addition Council has approved a delegation to the Mayor and Deputy Mayor enabling them to approve, on a case-by-case basis, Councillor applications for attendance at training events during the Triennium, subject to the application meeting specific criteria as set out in the Councillor Training Application Form.

5. Council also approved a delegation enabling the Mayor to approve an alternate Councillor to attend a training event where the original registrant is unable to attend.

## PART B – COMMITTEES OF THE WHOLE COUNCIL

### B.1 STRATEGY, OPERATIONS AND FINANCE COMMITTEE TE KOMITI RAUTAKI, WHAKAHAERE, ME TE AHUMONI

Chair	Councillor Sophie Handford
Deputy Chair	Councillor Liz Koh
Membership	<p>Mayor Janet Holborow</p> <p>All Councillors</p> <p>Mana Whenua Representation with voting rights:</p> <p>One representative from Te Ātiawa ki Whakarongotai – André Baker and Janine Huxford and Christopher Gerretzen</p> <p>One representative from Ngāti Toa Rangatira - Huriwai Paki</p> <p>One representative from Ngā Hapū o Ōtaki – Kim Tahiwī</p>
Other Participants	<p>Community Board Representation (chair or alternate) with speaking but not voting rights:</p> <p>Paekākāriki Community Board – Sean McKinley and Kelsey Lee (as alternate)</p> <p>Raumati Community Board – Bede Laracy</p> <p>Paraparaumu Community Board – Glen Olsen</p> <p>Waikanae Community Board – Michael Moore</p> <p>Ōtaki Community Board – Simon Black and Jackie Elliott (as alternate)</p>

#### PURPOSE

This committee deals with all decision-making that is of a strategic, operational and financial nature and not the responsibility of the Council. The committee may make final decisions on matters brought to it which are within its delegations. The committee considers the strategic direction of Council and oversees and monitors the creation and delivery of policy programmes, services and project and operational activities.

#### RESPONSIBILITIES

Within the purpose and delegated powers of the Strategy, Operations and Finance Committee, key responsibilities include:

##### Strategic

- Setting and approving the policy and strategy work programme

- Development and/or review of strategies, plans, policies and bylaws
- Overseeing strategic programmes
- Liaison and planning with other territorial authorities
- Economic development strategy

### Operational

- Preparation of the District Plan and Plan Changes
- Oversight of any shared services initiatives
- Reviewing and approving community contracts
- Receive annual reports from any community or advisory group
- All regulatory and planning matters from an operational perspective
- Operational aspects of bylaws
- Signing off any submission to an external agency or body
- Considering and confirming recommendations made by subcommittees
- Making recommendations to Council on matters of interest to the committee

### Financial

- Financial management including risk mitigation
- Write-offs and remissions
- Financial policies

## APPOINTMENT OF HEARING PANELS

### Resource Consent Hearing Panels (Resource Management Act (RMA) 1991)

The Chair of the Committee, in consultation with the Group Manager Regulatory Services will have the responsibility for the appointment of resource consent related hearing panels under the RMA (or other RMA-related panels not covered below).

### District Planning Hearing Panels (RMA)

The Chair of the Committee, in consultation with the Group Manager Strategy & Growth will have the responsibility for the appointment of district plan related hearing panels under the RMA.

The delegations for Hearing Commissioners both independent and Elected Member, follow this section at B.2A.

## DELEGATIONS

All powers necessary to perform the committee's responsibilities, except:

- (a) powers that the Council cannot delegate or has retained to itself
- (b) where the committee's responsibility is limited to making a recommendation only
- (c) the power to establish subcommittees.

## MEETING FREQUENCY

Monthly, unless otherwise required.

## QUORUM

A quorum is achieved with **six** voting members present in person. At least one member must be a member of Council.

## **B.2A DELEGATIONS TO ELECTED MEMBER (ACCREDITED) HEARING COMMISSIONERS**

Hearings Commissioners where they have been appointed and selected for any matters, have the following functions, duties and powers in accordance with the relevant sections of the Resource Management Act 1991, noting that those appointed have no further powers to delegate and accreditation is achieved through completion of the Ministry for the Environment Hearing Commissioners training course:

- Authority to hear submissions in relation to any plan change or variation including the District Plan and any request for a private plan change, making recommendations to Council or the Strategy, Operations and Finance Committee, or decisions as appropriate
- Authority regarding all matters relating to the hearing, determination and review of resource consents including the setting of conditions
- Authority to determine any preliminary or procedural matters associated with any resource consent application, or notice of requirement, including questions of notification (public, non-notified or limited)
- Authority to consider and request changes to outline plans
- Authority to consider all matters relating to existing use rights and to issue certificates
- Authority to determine matters arising under section 37 and 37A relating to time limits or to waive compliance with requirements of the Act
- Authority to make on order protecting sensitive information under section 42
- Authority to hear and make recommendations to the relevant authority on notices of requirement including any alteration
- Authority to hear submissions on Council requirements for designations and heritage orders and to make recommendations to Council confirming, withdrawing, cancelling, or modifying such requirements
- Such powers, duties and discretions as are necessary to administer the transitional parts of part 15 (Transitional Provisions) of the RMA 1991 in respect of resource consents, subdivision consents and esplanade reserves and strips, and financial contributions
- Authority to hear and determine objections under section 357, 357A and 357B.

**B.2B DELEGATIONS TO INDEPENDENT (ACCREDITED) HEARING COMMISSIONERS**

Independent Accredited Hearing Commissioners where they have been appointed and selected for any matters have the following functions, duties and powers under the Resource Management Act 1991 noting that those appointed have no further powers to delegate and accreditation is achieved through completion of the Ministry for the Environment Hearing Commissioners training course:

- Authority to hear submissions in relation to any plan change or variation including the District Plan and any request for a private plan change, making recommendations to Council or the Strategy, Operations and Finance Committee, or decisions as appropriate
- Authority regarding all matters relating to the hearing, determination and review of resource consents including the setting of conditions
- Authority to determine any preliminary or procedural matters associated with any resource consent application, or notice of requirement, including questions of notification (public, non-notified or limited)
- Authority to consider and request changes to outline plans
- Authority to consider all matters relating to existing use rights and to issue certificates
- Authority to consider applications and grant certificates of compliance under Section 139
- Authority to determine matters arising under sections 37 and 37A relating to time limits or to waive compliance with requirements
- Authority to make an order protecting sensitive information under section 42
- Authority to hear and make recommendations to the requiring authority on notices of requirement including any alteration
- Authority to hear submissions on Council requirements for designations and heritage orders and to make recommendations to Council confirming, withdrawing, cancelling, or modifying such requirements
- Such powers, duties and discretions as are necessary to administer the transitional parts of part 15 (Transitional Provisions) of the RMA 1991 in respect of resource consents, subdivision consents and esplanade reserves and strips, and financial contributions
- Authority to hear and determine objections under section 357, 357A and 357B.

## PART C – OTHER COMMITTEES AND SUBCOMMITTEES

### C.1 SOCIAL SUSTAINABILITY SUBCOMMITTEE TE KOMITI WHĀITI TOITŪTANGA PĀPORI

Chair	Councillor Martin Halliday
Deputy Chair	Councillor Rob Kofoed
Membership	<p>Mayor Janet Holborow</p> <p>Councillor Lawrence Kirby</p> <p>Councillor Nigel Wilson</p> <p>Councillor Kathy Spiers</p> <p>Mana Whenua Representation with voting rights:</p> <p>One representative from Te Ātiawa ki Whakarongotai – André Baker and Janine Huxford and Christopher Gerretzen</p> <p>One representative from Ngāti Toa Rangatira - Huriwai Paki</p> <p>One representative from Ngā Hapū o Ōtaki – Kim Tahiwī</p> <p>Community Representation (either an appointed member from the Community Board or a community representative) with voting rights:</p> <p>Paekākāriki Community Board – Sorcha Ruth</p> <p>Raumati Community Board – Jonny Best</p> <p>Paraparaumu Community Board – Guy Burns</p> <p>Waikanae Community Board – Michael Moore</p> <p>Ōtaki Community Board – Jackie Elliott and Cam Butler (as alternate)</p>

#### PURPOSE

This subcommittee considers strategic and policy matters which support an equal, inclusive and fair standard of living for all people in Kāpiti including education, health, justice, housing, community connectedness and resilience, and the health and social impacts of COVID-19.

## RESPONSIBILITIES

Within the purpose and delegated powers of the Social Sustainability Committee, key responsibilities include:

- Authority to review and provide comments by way of report on all draft strategies, policies, submissions and bylaws to the Strategy, Operations and Finance Committee
- Authority to recommend by way of report the adoption of draft strategies, policies and bylaws for consultation to the Strategy, Operations and Finance Committee
- Authority to recommend the draft wording of strategies, policies and bylaws, for adoption by Committee or Council
- Authority to receive and respond by way of report to recommendations from Panels and Advisory Groups and to include comment on any recommendations received within relevant Subcommittee considerations to the Strategy, Operations and Finance Committee
- Authority to approve criteria for and disbursement of grant funding as approved through the Long Term Plan or Annual Plan
- ~~Authority to make recommendations to the Strategy, Operations and Finance committee with regards to decisions about grant approvals~~
- Authority to provide oversight on the implementation of Council work programmes related to the responsibilities of the Subcommittee, and to review and provide comment to the Strategy, Operations and Finance Committee
- Authority to receive and consider regular updates in relation to regional transport matters
- The Mayor has the authority to refer urgent or any other matters to Council and/or Strategy, Operations and Finance where this subcommittee would have ordinarily considered the matter.

## DELEGATIONS

All powers necessary to perform the Committee's responsibilities except powers that the Council cannot delegate or has retained to itself.

## MEETING FREQUENCY

Six-weekly, unless otherwise required.

## QUORUM

A quorum is achieved with **four** members present in person. At least one member must be a member of Council.

**C.2 CLIMATE AND ENVIRONMENT SUBCOMMITTEE  
TE KOMITI WHĀITI ĀHUARANGI ME TE TAI AO**

Chair	Councillor Jocelyn Prvanov
Deputy Chair	Councillor Sophie Handford
Membership	<p>Mayor Janet Holborow</p> <p>Councillor Shelly Warwick</p> <p>Councillor Liz Koh</p> <p>Councillor Glen Cooper</p> <p>Mana Whenua Representation with voting rights:</p> <p>One representative from Te Ātiawa ki Whakarongotai – André Baker and Janine Huxford and Christopher Gerretzen</p> <p>One representative from Ngāti Toa Rangatira - Huriwai Paki</p> <p>One representative from Ngā Hapū o Ōtaki – Kim Tahiwī</p> <p>Community Representation (either an appointed member from the Community Board or a community representative) with voting rights:</p> <p>Paekākāriki Community Board – Christian Judge</p> <p>Raumati Community Board – Tim Sutton</p> <p>Paraparaumu Community Board – Glen Olsen</p> <p>Waikanae Community Board – Michael Moore</p> <p>Ōtaki Community Board – Simon Black and Cam Butler (as alternate)</p>

**PURPOSE**

This subcommittee oversees and informs the development and review of Council's strategies, policies, plans, programmes and initiatives relating to climate change and environmental wellbeing; reviews the implementation and delivery of these matters; and provides effective, strong and transformational leadership on the climate crisis for Kāpiti both within Council and our community.

## RESPONSIBILITIES

Within the purpose and delegated powers of the Climate and Environment Subcommittee, key responsibilities include:

- Authority to review and provide comments by way of report on all draft strategies, policies, submissions and bylaws to the Strategy, Operations and Finance Committee
- Authority to recommend by way of report the adoption of draft strategies, policies and bylaws for consultation to the Strategy, Operations and Finance Committee.
- Authority to recommend the draft wording of strategies, policies and bylaws, for adoption by Committee or Council
- Authority to receive and respond by way of report to recommendations from Panels and Advisory Groups and to include comment on any recommendations received within relevant Subcommittee considerations to the Strategy, Operations and Finance Committee
- Authority to approve criteria for and disbursement of grant funding as approved through the Long Term Plan or Annual Plan
- ~~Authority to make recommendations to the Strategy, Operations and Finance committee with regards to decisions about grant approvals~~
- Authority to provide oversight on the implementation of Council work programmes related to the responsibilities of the Subcommittee, and to review and provide comment to the Strategy, Operations and Finance Committee
- The Mayor has the authority to refer urgent or any other matters to Council and/or Strategy, Operations and Finance where this subcommittee would have ordinarily considered the matter.

## DELEGATIONS

All powers necessary to perform the Committee's responsibilities except powers that the Council cannot delegate or has retained to itself.

## MEETING FREQUENCY

Six-weekly, unless otherwise required.

## QUORUM

A quorum is achieved with **four** members present in person. At least one member must be a member of Council.

### C.3 RISK AND ASSURANCE COMMITTEE TE KOMITI WHAKAMAURU TŪRARU

Chair	Independent – David Shand
Membership	<p>Mayor Janet Holborow</p> <p>Councillor Lawrence Kirby</p> <p>Councillor Liz Koh</p> <p>Councillor Jocelyn Prvanov</p> <p>Councillor Glen Cooper</p> <p>Independent Member – David Cochrane</p> <p>Mana Whenua Representation: Oriwia Raureti</p>
Other Participants	<p>Community Board Representation (chair or alternate) with speaking but not voting rights:</p> <p>Paekākāriki Community Board – Sean McKinley</p> <p>Raumati Community Board – Bede Laracy</p> <p>Paraparaumu Community Board – Bernie Randall</p> <p>Waikanae Community Board – Richard Mansell</p> <p>Ōtaki Community Board – Cam Butler and Simon Black (as alternate)</p>

#### PURPOSE

This committee is responsible for monitoring the Council's financial management, financial reporting mechanisms and framework, and risk and assurance function, ensuring the existence of sound internal systems.

#### RESPONSIBILITIES

Within the purpose and delegated powers of the Risk and Assurance Committee, key responsibilities include:

- Reviewing and maintaining the internal control framework
- Reviewing processes for ensuring the completeness and quality of financial and operational information, including performance measures, being provided to Council
- Considering Council's existing accounting policies and principles
- Obtaining from external auditors any information relevant to the Council's financial statements, and assessing whether appropriate action has been taken by management in response to the above
- Ensuring that the Council's financial statements are supported by appropriate management signoff and adequate systems of internal control (i.e. letters of representation)

- Considering regular reports on the status of investigations by the Office of the Ombudsman, Privacy Commission, Office of the Auditor General and other external oversight bodies into decisions and actions by the Council
- Ensuring that Council has in place a current and comprehensive risk management framework and making recommendations to the Council on risk mitigation
- Assisting elected members in the discharge of their responsibilities by ensuring compliance procedures are in place for all statutory requirements relating to their role
- Confirming the terms of engagement for each audit with a recommendation to the Council; and receiving the external audit reports for recommendation to the Council
- Governance role in regards to the Health and Safety Leadership Charter and Health and Safety Plan.
- Reviewing the Annual Plan and the Long-term Plan consultation documents and reports, including any audit reports, and making recommendations ahead of the plans being approved by Council.
- Receiving six-monthly updates on Council's emergency management, resilience and recovery, and making recommendations to Council on opportunities for improvement.

### DELEGATIONS

All powers necessary to perform the Committee's responsibilities, except:

- (a) powers that the Council cannot delegate or has retained to itself
- (b) where the Committee's responsibility is limited to making a recommendation only.

### MEETING FREQUENCY

On a quarterly basis or as required.

### QUORUM

A quorum is achieved with **four** voting members present in person. At least one member must be a member of Council.

**C.4 GRANTS ALLOCATION COMMITTEE  
TE KOMITI TUKU TAHUA PŪTEA**

Chair	Councillor Nigel Wilson
Deputy Chair	Councillor Glen Cooper

<b>Programme Membership (Subcommittees of the Grants Allocation Committee)</b>		<b>Quorum</b>
Creative Communities NZ  (as per programme guidelines)	Chair Elect - Grant Stevenson Councillor Nigel Wilson Councillor Glen Cooper Councillor Rob Kofoed  Community Representation (3): Michelle Scullion, Jennifer Turnbull and Grant Stevenson  Mana Whenua Representation (3): Kim Tahiwī – Ngā Hapū o Ōtaki Ātiawa ki Whakarongotai representative Ngāti Toa Rangatira representative Youth Council Representation (1): Tama Porter  <i>Note: Chair elected by this programme committee and may not be the Chair of the Grants Allocation Subcommittee</i>	A quorum is achieved with <b>four</b> members present in person. At least one member must be a member of Council.
Community Grants	Mayor Janet Holborow Councillor Nigel Wilson Councillor Glen Cooper Councillor Rob Kofoed Councillor Shelly Warwick  Community Representation (2): Sarah Yuile and John Hayes  Mana Whenua Representation (1): One Mana Whenua Iwi Representative	A quorum is achieved with <b>four</b> members present in person. At least one member must be a member of Council.

Waste Levy	<p>Mayor Janet Holborow</p> <p>Councillor Nigel Wilson</p> <p>Councillor Glen Cooper</p> <p>Councillor Rob Kofoed</p> <p>Councillor Shelly Warwick</p> <p>Cr Jocelyn Prvanov <i>(as the Wellington Region Waste Management and Minimisation Joint Committee representative)</i></p> <p>Paekākāriki Community Board – Sean McKinley</p> <p>Raumati Community Board – Tarn Sheerin</p> <p>Paraparaumu Community Board – Bernie Randall</p> <p>Waikanae Community Board – Tonchi Begovich</p> <p>Ōtaki Community Board – Chris Papps and Cam Butler (as alternate)</p>	A quorum is achieved with <b>three</b> members present in person. At least one member must be a member of Council.
Districtwide Facility Hire Remissions	<p>Mayor Janet Holborow</p> <p>Councillor Nigel Wilson</p> <p>Councillor Glen Cooper</p> <p>Councillor Rob Kofoed</p> <p>Councillor Shelly Warwick</p>	A quorum is achieved with <b>two</b> members present in person. At least one member must be a member of Council.
Heritage Fund	<p>Mayor Janet Holborow</p> <p>Councillor Nigel Wilson</p> <p>Councillor Glen Cooper</p> <p>Councillor Rob Kofoed</p> <p>Councillor Shelly Warwick</p>	A quorum is achieved with <b>two</b> members present in person. At least one member must be a member of Council.

#### PURPOSE

This committee considers and allocates grant monies in accordance with the meeting cycles and criteria of five granting programmes.

## RESPONSIBILITIES

Within the purpose and delegated powers of the Grants Allocation Committee, key responsibilities include assessing applications and allocating funds in accordance with each programme's criteria, considering factors such as (but not limited to):

- the clear aims and objectives of the applicant
- the project or event for which the grant is requested
- where appropriate, evidence of a sound management structure, and good financial management
- how closely the application fits with the scheme criteria
- the identification and evaluation of local needs
- the use of any previous money granted by Council or Creative New Zealand
- the level of community involvement in the project
- the expected outcomes and benefits of the service/project for the Kāpiti Coast District.

### Creative Communities NZ Programme

Council administers this programme in partnership with Creative New Zealand. Creative New Zealand intends that the principal aims of the Scheme are to provide creative opportunities for local communities to engage with and participate in arts activities; support the diverse arts and cultural traditions of local communities; and to enable and encourage young people (under 18 years) to engage with and actively participate in the arts. Creative New Zealand provides the Scheme's annual funding to the Kāpiti Coast District Council and the scheme criteria.

### Community Grants

The aim of this programme is to strengthen local communities by providing financial support through this programme. Funding is provided to not-for-profit organisations to assist in the achievement of a social environment that ensures the Kāpiti Coast District is a good place to live for all sectors of the community. The programme will provide grants to non-profit organisations which provide local, community-based services in response to identified needs. Community grants may be allocated to proposals that seek to achieve one or more of the following outcomes:

1. Building resilient, sustainable communities
2. Encouraging greater community participation
3. Improving the quality of life of the participants
4. Working in partnership with a range of community groups, including iwi.

### District Wide Facilities Hire Remissions

This programme is to assist hall users whose event is benefitting the District as a whole rather than an individual community.

### Heritage Fund

This fund aims to assist and actively encourage landowners and members of the Kapiti Coast community to manage, protect and enhance heritage features throughout the District including ecological, geological, historical and cultural areas and sites.

### Waste Levy Programme

The objective of this programme is to assess applications and allocate Waste Levy grants for projects which achieve a high level of community involvement in practical on-the-ground waste minimisation projects which encourage community participation and long-term action.

## DELEGATIONS

All powers necessary to perform the Committee's responsibilities except powers that the Council cannot delegate or has retained to itself.

## MEETING FREQUENCY

The meeting cycles for the granting programmes are as follows:

Creative Communities New Zealand	Twice yearly
Community Grants	Annually
Districtwide Facilities Hire Remissions	Annually or as required
Heritage Fund	Annually
Waste Levy	Annually

### C.5 APPEALS HEARING COMMITTEE TE KOMITI RONGONGA PĪRA

Chair	Mayor Janet Holborow
Deputy Chair	Councillor Jocelyn Prvanov
Membership	Chair of Strategy, Operations and Finance Committee Councillor Glen Cooper

#### PURPOSE

This committee acts in a regulatory capacity on behalf of Council in regards to appeals or objections required to be heard under relevant legislation.

#### RESPONSIBILITIES

Within the purpose and delegated powers of the Appeals Hearing Committee, key responsibilities include:

##### Dog Owners' Objections

- Hearing and adjudicating objections from dog owners to classifications of dog owners and/or dogs under the Dog Control Act 1996 as per the following sections:
  - Objection to classification as probationary owner (s22)
  - Objection to disqualification (s26)
  - Objection to classification of dangerous dog (s31(3))
  - Objection to classification of menacing dog (by nature) (s33B)
  - Objection to classification of menacing dog (by breed) (s33D)
  - Barking dog abatement notice (s55(2))
- Hearing and determining applications made under the Kapiti Coast District council dog Control Bylaw 2019 ('the Bylaw') for medical exemption for dogs under section 4 and section 6 of the Bylaw, specifically subsections 6.1 and 6.4 of the Bylaw including the imposition of any conditions surrounding any such exemptions.

##### Transport and Roading

- Authority to hear and determine objections to the fixing of road levels (13<sup>th</sup> schedule, Local Government Act 1974)

##### Littering

- Authority to hear appeals against infringement notices issued under sections 13 and 14 of the Litter Act 1976.

##### Development Contributions

- Authority to hear and determine objections to development contributions received prior to 8 August 2014.

#### DELEGATIONS

All powers necessary to perform the Committee's responsibilities, except the powers that the Council cannot delegate or has retained to itself.

#### MEETING FREQUENCY

As required.

**QUORUM**

A quorum is achieved with **two** members present in person. At least one member must be a member of Council.

### C.6 CHIEF EXECUTIVE PERFORMANCE AND EMPLOYMENT COMMITTEE TE KOMITI AROTAKE MAHI A TE TUMU WHAKARAE

Chair	Mayor Janet Holborow
Deputy Chair	Councillor Lawrence Kirby
Membership	Councillor Liz Koh Councillor Sophie Handford

#### PURPOSE

This committee manages the employment relationship between the Council and the Chief Executive.

#### RESPONSIBILITIES

Key responsibilities include:

- Being a good employer
- Approving the employment agreement including the setting of performance indicators
- Working with the Chief Executive to implement a new performance agreement
- Conducting performance reviews as per the agreement and clauses 34 and 35 of Schedule 7 of the Local Government Act 2002
- Making decisions about remuneration
- Considering and deciding on any other relevant issues
- Investigating and addressing any disciplinary or performance issues
- Seeking the advice of appropriately qualified external advisors in relation to any aspect of the Chief Executive's employment and performance
- Making recommendation/s to Council on the appointment of a Chief Executive.

#### DELEGATIONS

All powers necessary to perform the committee's responsibilities, except:

- (a) powers that the Council cannot delegate or has retained to itself (i.e. appointment of the Chief Executive)
- (b) where the Committee's responsibility is limited to making a recommendation only

#### MEETING FREQUENCY

As per the requirements of the performance agreement.

#### QUORUM

A quorum is achieved with **three** members present in person. At least one member must be a member of Council.

**C.7 CAMPE ESTATE COMMITTEE  
TE KOMITI MŌ TE WAIHOTANGA IHO A CAMPE**

Chair	Mayor Janet Holborow
Membership	Paekākāriki-Raumati Ward Councillor Chief Executive

*Note: The membership is outlined in the will of the late Sydney George Campe. Should any of these positions cease to exist the Council is to appoint other similar members to the subcommittee.*

**RESPONSIBILITIES**

This committee administers the Campe Estate funds deriving from the sale of 6 Robertson Road Paekākāriki, bequeathed to the Council in 1991 as a Gift on Special Trust.

The conditions are:

- The Council uses the property and/or the income from it for charitable purposes which will benefit the people of Paekākāriki township
- The Council uses the property for the benefit of the youth of Paekākāriki.

The committee also administers the funds deriving from the interest of the Arthur Thomas Clarke Trust for the benefit of Paekākāriki residents.

Decisions about allocations under the two funds are made concurrently.

**DELEGATIONS**

All powers necessary to perform the committees' responsibilities.

**MEETING FREQUENCY**

As required in order to fulfil its responsibilities.

**QUORUM**

A quorum is achieved with **two** members present in person.

**PART D - COMMUNITY BOARDS | POARI Ā-HAPORI****PAEKĀKĀRIKI COMMUNITY BOARD | POARI Ā-HAPORI O PAEKĀKĀRIKI**

Chair	Sean McKinley
Deputy Chair	Kelsey Lee
Membership	Christian Judge, Sorcha Ruth, and Councillor Sophie Handford

**PARAPARAUMU COMMUNITY BOARD | POARI Ā-HAPORI O PARAPARAUMU**

Chair	Glen Olsen
Deputy Chair	Guy Burns
Membership	Karl Webber, Bernie Randall, Councillor Kathy Spiers, and Councillor Glen Cooper

**RAUMATI COMMUNITY BOARD | POARI Ā-HAPORI O RAUMATI**

Chair	Bede Laracy
Deputy Chair	Jonny Best
Membership	Tarn Sheerin, Tim Sutton, and Councillor Sophie Handford

**WAIKANAE COMMUNITY BOARD | POARI Ā-HAPORI O WAIKANAE**

Chair	Richard Mansell
Deputy Chair	Michael Moore
Membership	Tonchi Begovich, Michelle Lewis, and Councillor Nigel Wilson

**ŌTAKI COMMUNITY BOARD | POARI Ā-HAPORI O ŌTAKI**

Chair	Cam Butler
Deputy Chair	Simon Black
Membership	Jackie Elliott, Chris Papps, and Councillor Shelly Warwick

## RESPONSIBILITIES

The powers of a community board are prescribed in the Local Government Act 2002 (see Appendix I). In addition, the Council has made the following specific delegations:

- Authority to **listen, articulate, advise, advocate** and **make recommendations** to Council on any matter of interest or concern to the local community
- Assisting with local **civil defence** and **emergency management** activities
- Working with Council and the community to **establish Local Outcome Statements**
- **Providing a local perspective** on the levels of service as detailed in the Long Term Plan and Annual Plan and on local expenditure, rate impacts and priorities
- Providing advice to Council and its Committees on any issue relating to the **sale of liquor** in the local area
- **Contributing local input** to any Council Strategy, Plan or Policy as required
- Approving criteria for, and disbursement of, **community-based grant funds** as approved through the Long Term Plan or Annual Plan
- Approving or rejecting applications by community groups to establish **community gardens**, in accordance with the licensing requirements under the Reserves Act 1977 and the Council's Mara Kai/Community Gardens policy
- Authority to approve or reject officer recommendations relating to **traffic control and signage matters** for existing local roads, except those matters that involve significant safety issues
- Making recommendations to Council after reviewing existing, or considering new **draft Reserve Management Plans** for local public parks and reserves within its area, excluding Otaraua Park (as a park of Districtwide significance)
- Assisting the Chief Executive (through the Community Board Chairperson) to consider and **determine temporary road closure** applications where there are objections to the proposed road closure
- Accepting or rejecting officer recommendations in respect of **names for local roads** (excluding the former State Highway) and any **reserves, structures and commemorative places**, in accordance with existing council policy
- **Speaking but not voting rights at Council and Strategy, Operations and Finance Committee meetings**. Each Community Board may appoint a representative to attend Council meetings. (Refer to part A.1(8) of this document for public excluded sessions)
- **Speaking and voting rights at Social Sustainability Subcommittee and Climate and Environment Subcommittee meetings** as per membership. Each Community Board may appoint a representative or alternatively decide to recommend the appointment of a community representative in their place (Refer to part A.1(8) of this document for public excluded sessions)
- **Developing any Community Board submission** on issues within its area
- Setting priorities for and **expending an annual training and development budget** allocated by Council

- Any other responsibilities as delegated by Council under under Section 52 of the Local Government Act 2002.

#### FOR THE WAIKANAĒ COMMUNITY BOARD

- Considering and making recommendations to Council on the proposed use of the Waikanae Capital Improvement Fund for the purpose of funding capital projects within the Waikanae Community Board boundary. This is for expenditure over and above the approved annual grant allocations from this fund.

#### FOR THE PAEKĀKĀRIKI COMMUNITY BOARD

- Considering and making recommendations to the Campe Estate Subcommittee on grant applications received seeking funding from the Campe Estate funding, and distribute the funds deriving from the Arthur Thomas Clarke Trust.

#### DELEGATIONS

All powers necessary to perform the Board's responsibilities except where the Board's responsibility is limited to making a recommendation only.

#### MEETING FREQUENCY

On a six-weekly basis or as required.

#### QUORUM

Where the number of members (elected and appointed) is **odd**, the quorum is a **majority** of members present in person.

Where the number of members (elected and appointed) is **even**, the quorum is **half** the members present in person.

## SECTION E – JOINT COMMITTEES | NGĀ KOMITI TŪHONO

### E.1 WELLINGTON REGION WASTE MANAGEMENT AND MINIMISATION JOINT COMMITTEE

Appointed Member(s)	Councillor Jocelyn Prvanov and/or Councillor Halliday
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#### PURPOSE

The role of the Joint Committee is to oversee the implementation of the Wellington Region Waste Management and Minimisation Plan 2011-2017 and its statutory review which is required not more than six years after the last review.

#### PARTNERSHIP FRAMEWORK

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

The Joint Committee is not deemed to be discharged following each triennial election.

#### CONSTITUTION

All territorial authorities in the Wellington Region are signatories and stakeholders in the Wellington Region Waste Management and Minimisation Plan officially adopted in October 2011:

- Kāpiti Coast District Council
- Masterton District Council
- Hutt City Council
- Upper Hutt City Council
- Porirua City Council
- South Wairarapa District Council
- Carterton District Council
- Wellington City Council

Each territorial authority in the region will be entitled to appoint one member to the Joint Committee.

The Chair will be elected by the Joint Committee. A new Chair and Deputy Chair must be elected at least once every triennium following local body elections.

#### MEETING FREQUENCY

The Joint Committee will meet on an as required basis.

Meetings will be hosted on a rotational basis by territorial authorities across the region. The Committee shall establish a roster for the hosting of meetings.

Secretariat support for meetings will be provided by the host Council.

#### DELEGATIONS

The Joint Committee will have delegated responsibility and authority to carry out activities within its terms of reference including:

- Accept and consider advice and reports on the implementation of the Wellington Region Waste Management and Minimisation Plan ('the Plan') and future Wellington Waste Management and Minimisation Plans
- Take decisions on the implementation of aspects of the Plan where the matter for decision is not an operational matter that falls under officers' delegated responsibilities and where the matter is provided for in the Plan and/or budget has been made available by territorial authorities for that matter
- Monitor and review the management and implementation of the Plan
- Report back to territorial authorities of the Wellington Region on any aspect of the implementation of the Plan, including: recommendations for funding projects of the Plan, recommendations for the management of the Plan and reports on the effectiveness of the Plan
- Report back to the territorial authorities with any recommended amendments to the Plan and/or recommended variations to the Terms of Reference of the Committee.

**E.2 REGIONAL TRANSPORT COMMITTEE**

Appointed Member(s)	Mayor Janet Holborow <del>Councillor Lawrence Kirby (as alternate)</del> <del>Councillor Martin Halliday (as alternate)</del>
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**PURPOSE**

To promote the objectives of the Land Transport Management Act 2003 (the Act) within the region, linking it to the regions of New Zealand and other transport systems.

**SPECIFIC RESPONSIBILITIES**

- Prepare for approval by the Council the Wellington Regional Land Transport Plan and any variations to it
- Provide the Council with any advice and assistance it may request in relation to its transport responsibilities
- Adopt a policy that determines significance in respect of - Variations made to the Regional Land Transport Plan - The activities that are included in the Regional Land Transport Plan
- Carry out consultation in accordance with the requirements set out in the Act
- Approve submissions to external organisations for matters pertaining directly to the committee’s purpose.

**MEMBERSHIP**

The membership set out below is consistent with the requirements of sub-section (2) of section 105 of the Act:

- two persons to represent the regional council
- one person from each territorial authority in the region to represent that territorial authority
- one person to represent the New Zealand Transport Agency.

The Council may, in accordance with clause 31(3) schedule 7 of the Local Government Act 2002, appoint non-local government advisors to the Committee for the purpose of assisting the Committee in its decision making.

**VOTING ENTITLEMENT**

Advisors appointed to the Committee have full speaking rights, but no voting entitlement on any matter.

**ALTERNATES**

The New Zealand Transport Agency and each territorial authority is entitled to nominate an alternate member who may attend and vote at meetings of the committee, but only in the event that the appointed member is unable to attend.

**QUORUM**

The chairperson or deputy chairperson of the committee and at least 50% of the remaining voting membership.

**CHAIRPERSON**

Greater Wellington Regional Council must appoint from its representatives the chair and deputy chair of the Committee (section 105 (6) of the Land Transport Management Act 2003). The Chair has a deliberative vote and in the case of an equality of votes, does not have a casting vote and therefore the act or question is defeated and the status quo is preserved (section 105 (7) of the Land Transport Management Act 2003).

**REMUNERATION**

The advisors appointed to the Committee who are not otherwise being remunerated are entitled to receive Greater Wellington Regional Council's standard daily meeting fee and mileage allowances payable to non-elected members of council committees for each meeting they attend.

**E.3 WELLINGTON REGION CIVIL DEFENCE EMERGENCY MANAGEMENT (CDEM) GROUP**

Appointed Member(s)	Mayor Janet Holborow  Councillor Lawrence Kirby (as alternate)
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The Wellington Region CDEM Group has the status of a Civil Defence Emergency Management Group under the Civil Defence Emergency Management Act 2002. It is a joint standing committee under clause 30(1)(b) of schedule 7 of the Local Government Act 2002.

**MEMBERSHIP**

Each of the following local authorities is a member of the Wellington Region CDEM Group:

- Carterton District Council
- Greater Wellington Regional Council
- Kapiti Coast District Council
- Hutt City Council
- Masterton District Council
- Porirua City Council
- South Wairarapa District Council
- Upper Hutt City Council
- Wellington City Council

**FUNCTIONS, DUTIES AND POWERS**

The functions, duties and powers of the CDEM Group are those that are set out for a Civil Defence Emergency Management Group in the Civil Defence Emergency Management Act 2002.

**OBJECTIVES OF THE CDEM GROUP**

To assist the CDEM Group to meet the requirements of the Act, the Group adopts the following objectives:

- to ensure that hazards (as defined in the Act) and the consequential risks are identified and assessed
- to ensure an effective and efficient region-wide civil defence emergency management capability to respond to and recover from emergencies (as defined in the Act)
- to facilitate effective and efficient emergency management through partnership and co-ordination amongst the organisations represented on the Co-ordinating Executive Group
- to promote appropriate mitigation of the risks.

**REPRESENTATIVES**

Each Member is to be represented on the CDEM Group by one person only, being the Mayor or Chairperson of that local authority or an alternate representative who has been given the delegated authority to act for the Mayor or Chairperson.

An alternate representative must be an elected person from that local authority under section 13(4) of the Act.

Under section 114S(4) of the Local Government Act 1974, and clause 30(9) Schedule 7 of the Local Government Act 2002, the powers to discharge any

representative on the CDEM Group and appoint his or her replacement shall be exercisable only by the Member that appointed the representative being discharged.

#### **REMUNERATION**

Each Member of the CDEM Group shall be responsible for remunerating its representative on the CDEM Group for the cost of that person's participation in the CDEM Group.

#### **MEETINGS**

The CDEM Group shall hold all meetings at such frequency, times and place(s) as agreed for the performance of the functions, duties and powers delegated under the Terms of Reference. However there will be at least two meetings per year.

#### **QUORUM**

The quorum shall consist of five (5) members.

**E.4 WELLINGTON REGIONAL LEADERSHIP COMMITTEE**

Appointed Member(s)	Mayor Janet Holborow  Councillor Lawrence Kirby (as alternate)
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**PURPOSE**

To take responsibility for key matters of regional importance – Wellington Regional Growth Framework, Regional Economic Development, and Regional Recovery - where a collective voice and collective planning and action is required.

**SPECIFIC RESPONSIBILITIES**

Wellington Regional Growth Framework  
Regional Economic Development  
Regional Economic Recovery

**MEMBERSHIP**

The membership of the Joint Committee is comprised of:

- the Mayors of Carterton District Council, Horowhenua District 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
- the Chair of Wellington Regional Council
- independent chairperson of the Joint Committee

The member of the Joint Committee may also include:

- a person nominated by Te Rūnanga o Toa Rangatira Inc (Ngāti Toa Rangatira)
- a person nominated by the Port Nicholson Block Settlement Trust (Taranaki Whānui)
- a person nominated by Rangitāne O Wairarapa Inc (Rangitāne O Wairarapa)
- a person nominated by Ngāti Kahungunu ki Wairarapa Trust (Ngāti Kahungunu ki Wairarapa)
- a person nominated by Raukawa ki te Tonga
- a person nominated by Ātiawa ki Whakarongotai Charitable Trust (Ātiawa ki Whakarongotai)
- a person nominated by Muaūpoko Tribal Authority Inc (Muaūpoko hapū)
- up to three persons nominated by the Crown (Cabinet).

The membership of the Wellington Regional Leadership Committee shall be limited to a maximum of 21 members (including the Independent Chairperson).

**VOTING**

When the Joint Committee is addressing matters that are not within the Wellington Regional Growth Framework programme, it is expected that the following members of the Joint Committee will not exercise their voting rights (and may elect not to attend the relevant meetings or parts of meetings):

- the Mayor of Horowhenua District Council
- the person nominated by Muaūpoko Tribal Authority Inc (Muaūpoko hapū)
- the person nominated by Raukawa ki te Tonga
- the persons nominated by the Crown (Cabinet)

Each member has one vote. In the case of an equality of votes the Chairperson has a casting vote.

#### **MEETINGS**

Meetings will be held once every two months, or as necessary and determined by the Chairperson.

#### **QUORUM**

Half of the members if the number of members (including vacancies) is an even number, or a majority of members if the number of members (including vacancies) is an odd number. There must be present at least 5 members appointed by local authorities.

#### **REMUNERATION**

Each party shall be responsible for remunerating its representative(s) on the Joint Committee.

Members who represent organisations or entities other than local authorities (for instance iwi members) shall be eligible for compensation for Joint Committee activity including travel, meeting time, and preparation for meetings paid by the administering local authority.

#### **DURATION OF THE JOINT COMMITTEE**

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

## SECTION F – APPOINTMENTS TO EXTERNAL ORGANISATIONS

Organisation/Body	Appointees
Te Whakaminenga o Kāpiti	Mayor Janet Holborow Councillor Martin Halliday
Kāpiti Coast Youth Council	Councillor Sophie Handford
Kāpiti Coast Older Person's Council	Mayor Janet Holborow Councillor Kathy Spiers
Friends of the Ōtaki River	Councillor Rob Kofoed
Friends of the Waikanae River	Councillor Jocelyn Prvanov
Pharazyn Reserve Focus Group	Waikanae Community Board Member Michelle Lewis
Kāpiti Ecological Restoration Maintenance Trust	Councillor Halliday and /or Councillor Prvanov
Wellington Regional Waste Forum	Councillor Prvanov and/or Councillor Halliday
Road Safety Advisory Group*	Councillor Shelly Warwick Councillor Kathy Spiers
Kāpiti Accessibility Advisory Group	Councillor Kathy Spiers
Kāpiti Cycleway, Walkway and Bridleway Advisory Group	Councillor Rob Kofoed Councillor Shelly Warwick
Mahara Gallery Trust	Councillor Liz Koh
The Public Art Panel	Councillor Liz Koh
Paraparaumu College Community Sports Hall Committee	Councillor Glen Cooper Councillor Martin Halliday
Kāpiti Coast Major Events Panel	Councillor Nigel Wilson
Kāpiti Coast Whaitua Committee	Councillor Jocelyn Prvanov Councillor Sophie Handford (as alternate)
Waikanae ki Uta ki Tai	Mayor Janet Holborow Councillor Jocelyn Prvanov (as alternate)
Economic Development Kotahitanga Board	Councillor Liz Koh

*\*The Terms of Reference for this group is currently (as at November 2022) under review, thus the group is on hold until further notice.*

**SECTION G – DOCUMENT VERSION CONTROL**

<b>Version</b>	<b>Amendment(s) Summary</b>	<b>Sign Off/Comment</b>
1	<b>Governance Structure confirmed by Council</b>	Council 24 November 2022
2	<b>Mana Whenua Representation for Ngāti Toa Rangatira and Ngā Hapu o Ōtaki confirmed</b>	Council 8 December 2022
3	<b>Mana Whenua Representation for Te Ātiawa ki Whakarongotai and Community Board Representation confirmed</b>	Council 26 January 2023
4	<b>Independent Chair and Member for Risk and Assurance Committee confirmed</b>	Council 23 February 2023
5	<b>Membership Updates for Risk and Assurance and Grants Allocation Committees</b>	Council 23 March 2023
6	<b>Mana Whenua Representation for Ngā Hapū o Ōtaki and Community Board Representation confirmed</b>	Council 23 March 2023
7	<b>Grants Allocation Committee Creative Communities New Zealand Scheme confirmed</b>	Grants Allocation Committee 4 May 2023
8	<b>Mana Whenua Representation for Risk and Assurance and Community Board Representation confirmed</b>	Council 25 May 2023
9	<b>Review of Governance Structure and Delegations amending membership and delegations</b>	Council 29 February 2024

## SECTION H – RELEVANT LEGISLATIVE EXTRACTS FROM LOCAL GOVERNMENT ACT 2002

### Subpart 2—Role of local authorities and related matters

#### 11 Role of local authority

The role of a local authority is to—

- (a) give effect, in relation to its district or region, to the purpose of local government stated in [section 10](#); and
- (b) perform the duties, and exercise the rights, conferred on it by or under this Act and any other enactment.

#### 11A Core services to be considered in performing role

*[Repealed]*

Section 11A: repealed, on 14 May 2019, by [section 10](#) of the Local Government (Community Well-being) Amendment Act 2019 (2019 No 17).

#### 12 Status and powers

- (1) A local authority is a body corporate with perpetual succession.
- (2) For the purposes of performing its role, a local authority has—
  - (a) full capacity to carry on or undertake any activity or business, do any act, or enter into any transaction; and
  - (b) for the purposes of paragraph (a), full rights, powers, and privileges.
- (3) Subsection (2) is subject to this Act, any other enactment, and the general law.
- (4) A territorial authority must exercise its powers under this section wholly or principally for the benefit of its district.
- (5) A regional council must exercise its powers under this section wholly or principally for the benefit of all or a significant part of its region, and not for the benefit of a single district.
- (6) Subsections (4) and (5) do not—
  - (a) prevent 2 or more local authorities engaging in a joint undertaking, a joint activity, or a co-operative activity; or
  - (b) prevent a transfer of responsibility from one local authority to another in accordance with this Act; or
  - (c) restrict the activities of a council-controlled organisation; or
  - (d) prevent a local authority from making a donation (whether of money, resources, or otherwise) to another local authority or to a person or organisation outside its district or region or outside New Zealand—
    - (i) if the local authority considers, on reasonable grounds, that the donation will benefit its district or region, or the communities within its district or region; or
    - (ii) if the local authority considers, on reasonable grounds, that a benefit will be conferred on the local government sector as a whole; or
    - (iii) for emergency relief; or
  - (e) prevent a local authority from making a donation (whether of money, resources, or otherwise) to a local government body outside New Zealand to enable it to share its experience and expertise with that body.

Section 12(6)(c): amended, on 28 June 2006, by [section 6](#) of the Local Government Act 2002 Amendment Act 2006 (2006 No 26).

Section 12(6)(d): added, on 28 June 2006, by [section 6](#) of the Local Government Act 2002 Amendment Act 2006 (2006 No 26).

Section 12(6)(e): added, on 28 June 2006, by [section 6](#) of the Local Government Act 2002 Amendment Act 2006 (2006 No 26).

#### 13 Performance of functions under other enactments

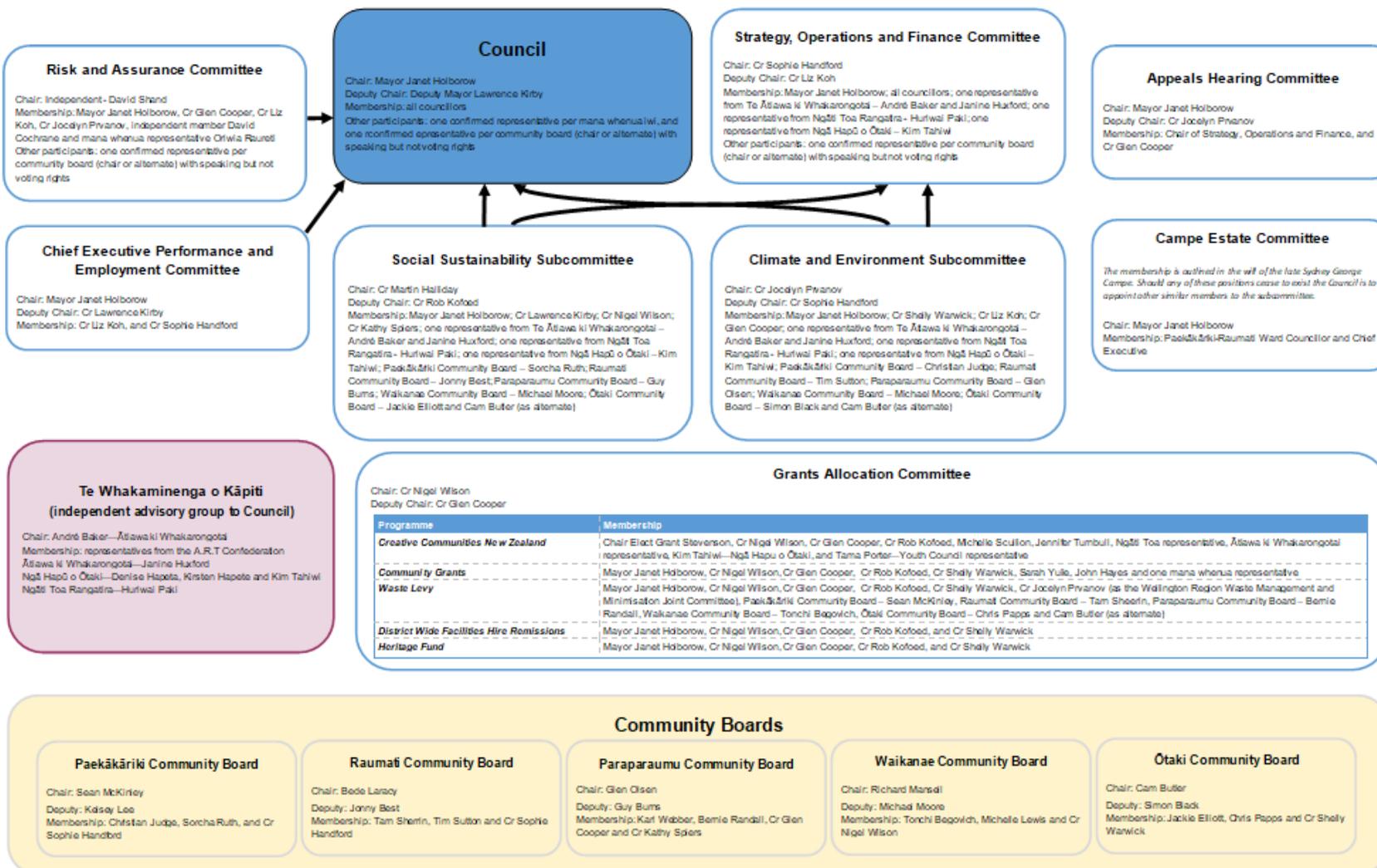
[Sections 10](#) and [12\(2\)](#) apply to a local authority performing a function under another enactment to the extent that the application of those provisions is not inconsistent with the other enactment.

**41A Role and powers of mayors**

- (1) The role of a mayor is to provide leadership to—
  - (a) the other members of the territorial authority; and
  - (b) the people in the district of the territorial authority.
- (2) Without limiting subsection (1), it is the role of a mayor to lead the development of the territorial authority's plans (including the long-term plan and the annual plan), policies, and budgets for consideration by the members of the territorial authority.
- (3) For the purposes of subsections (1) and (2), a mayor has the following powers:
  - (a) to appoint the deputy mayor;
  - (b) to establish committees of the territorial authority;
  - (c) to appoint the chairperson of each committee established under paragraph (b), and, for that purpose, a mayor—
    - (i) may make the appointment before the other members of the committee are determined; and
    - (ii) may appoint himself or herself.
- (4) However, nothing in subsection (3) limits or prevents a territorial authority from—
  - (a) removing, in accordance with [clause 18](#) of Schedule 7, a deputy mayor appointed by the mayor under subsection (3)(a); or
  - (b) discharging or reconstituting, in accordance with [clause 30](#) of Schedule 7, a committee established by the mayor under subsection (3)(b); or
  - (c) appointing, in accordance with [clause 30](#) of Schedule 7, 1 or more committees in addition to any established by the mayor under subsection (3)(b); or
  - (d) discharging, in accordance with [clause 31](#) of Schedule 7, a chairperson appointed by the mayor under subsection (3)(c).
- (5) A mayor is a member of each committee of a territorial authority.
- (6) To avoid doubt, a mayor must not delegate any of his or her powers under subsection (3).
- (7) To avoid doubt,—
  - (a) [clause 17\(1\)](#) of Schedule 7 does not apply to the election of a deputy mayor of a territorial authority unless the mayor of the territorial authority declines to exercise the power in subsection (3)(a);
  - (b) [clauses 25](#) and [26\(3\)](#) of Schedule 7 do not apply to the appointment of the chairperson of a committee of a territorial authority established under subsection (3)(b) unless the mayor of the territorial authority declines to exercise the power in subsection (3)(c) in respect of that committee.

Section 41A: inserted, on 12 October 2013, by [section 21](#) of the Local Government Act 2002 Amendment Act 2012 (2012 No 93).

Kāpiti Coast District Council Governance Structure 2022-2025



**10.4 REPORTS AND RECOMMENDATIONS FROM COMMUNITY BOARDS**

Kaituhi | Author: **Evan Dubisky, Democracy Services Advisor**

Kaiwhakamana | Authoriser: **Hara Adams, Group Manager Iwi Partnerships**

**TE PŪTAKE | PURPOSE**

- 1 This report presents any reports up and recommendations to Council made by Community Boards from 16 November 2023 to 16 February 2024.

**HE WHAKARĀPOPOTO | EXECUTIVE SUMMARY**

- 2 An executive summary is not required for this report.

**TE TUKU HAEPAPA | DELEGATION**

- 3 The Council has the authority to consider recommendations made from Community Boards to the Council.

**TAUNAKITANGA | RECOMMENDATIONS**

- A. That Council receives this report.
- B. That Council notes the three recommendations from the Paraparaumu Community Board meeting on 5 December 2023:
- B.1 That Council considers renaming the path alongside Wharemauku Stream to Dianne Ammundsen Path, as this decision was previously deferred in 2017.
- B.2 That Council considers alternative concepts from local artists for the proposed artworks at the skate park and adjoining areas in Maclean Park.
- B.3 That Council considers prioritising local artists for future procurement processes across Kapiti Coast district.
- C. That Council requests council staff to investigate renaming the path alongside Wharemauku Stream to Dianne Ammundsen Path, and that a report is brought to Council or the community board(s) with relevant delegations to consider.
- D. That Council notes that the recommendations relating to the Maclean Park project regarding the procurement of local artists has been responded to by council staff and the matter has been resolved.

**TŪĀPAPA | BACKGROUND**

- 4 During the period of 17 November 2023 to 16 February 2024, Community Board meetings took place on the following dates:

Paekākāriki Community Board	Tuesday, 21 November 2023
Raumati Community Board	Tuesday, 28 November 2023
Paraparaumu Community Board	Tuesday, 5 December 2023
Waikanae Community Board	Tuesday, 12 December 2023
Ōtaki Community Board	Tuesday, 12 December 2023

Paraparaumu Community Board	Tuesday, 13 February 2024
Paekākāriki Community Board	Tuesday, 13 February 2024

5 Items discussed at each of the meetings listed in paragraph 4 are noted below:

5.1 On Tuesday, 21 November 2023 the Paekākāriki Community Board met to discuss:

- Draft Calendar of Meetings 2024
- Consideration of Funding Applications

5.2 On Tuesday, 28 November 2023 the Raumati Community Board met to receive an update from Board member Tim Sutton on the Takutai Kāpiti process.

5.3 On Tuesday, 5 December 2023 the Paraparaumu Community Board met to discuss:

- Update on Maclean Park Skate Park
- Considerations of Applications for Funding
- 15 Seaview Road, Paraparaumu Beach Loading Zone
- 33 Marine Parade, Paraparaumu Beach Loading Zone
- Paraparaumu Bus Stop Improvements

5.4 On Tuesday, 12 December 2023 the Waikanae Community Board met to discuss:

- Adoption of new Code of Conduct 2022-2025 Triennium
- Draft Calendar of Meetings 2024

5.5 On Tuesday, 12 December 2023 the Ōtaki Community Board met to discuss:

- Ōtaki Reservoir Update
- Adoption of new Code of Conduct 2022-2025 Triennium
- Draft Calendar of Meetings 2024
- Consideration of Applications for Funding

5.6 On Tuesday, 13 February 2024 the Paekākāriki Community Board met to discuss:

- Update on Transmission Gully Project – SH59 extension and stream restoration process
- Paekākāriki Seawall Update
- Election of Community Board Chair and Deputy Chair for 2022-2025 Triennium
- Consideration of Funding Applications
- Consideration of Funding Applications for the Campe Estate

5.7 On Tuesday, 13 February 2024 the Paraparaumu Community Board met to discuss:

- Update: Presentation from Ian Cassels, The Wellington Company
- Consideration of Applications for Funding

## HE KŌRERORERO | DISCUSSION

### He take | Issues

- 6 Within the reports and recommendations considered by Community Boards from 16 November 2023 to 16 February 2024, there were two recommendations made to Council.
- 7 Three recommendations to Council were made at the Paraparaumu Community Board meeting on 5 December 2023:
  - 7.1 Bernie Randall tabled a document (attached as Appendix 1) to support a motion relating to renaming the path alongside Wharemakū Stream. The resolution resulting from the motion was that Council considers renaming the path alongside Wharemakū Stream to Dianne Ammundsen Path, as this decision was previously deferred in 2017.
  - 7.2 During discussion on an update to Maclean Park Skate Park the Officer's recommendation in the report was amended to recommend to Council to consider:
    - A. alternative concepts from local artists for the proposed artworks at the skate park and adjoining areas in Maclean Park.
    - B. prioritising local artists for future procurement processes across Kapiti Coast district.
  - 7.2.1 Mike Mendonça, Acting Group Manager Place & Space responded to the recommendations on 21 December 2023, as the matter was operational.

### Ngā kōwhiringa | Options

- 8 Options are not required for this report.

### Tangata whenua

- 9 Mana whenua were not specifically consulted for this report.

### Panonitanga āhuarangi | Climate change

- 10 There are no climate change considerations relevant to this report.

### Ahumoni me ngā rawa | Financial and resourcing

- 11 There are no direct financial and resourcing considerations relevant to this report.

### Ture me ngā Tūraru | Legal and risk

- 12 There are no legal considerations relevant to this report.

### Ngā pānga ki ngā kaupapa here | Policy impact

- 13 This report has no current or future impact on Council policies.

## TE WHAKAWHITI KŌRERO ME TE TŪHONO | COMMUNICATIONS & ENGAGEMENT

### Te mahere tūhono | Engagement planning

- 14 An engagement plan is not required for this report.

### Whakatairanga | Publicity

- 15 No publicity is required with regards to this report.

## NGĀ ĀPITI HANGA | ATTACHMENTS

1. Dianne Ammundsen Path Tabled Newspaper Clipping [↓](#)

# Pathway naming decision deferred

David Haxton

Paraparaumu Raumati Community Board has deferred making a decision about a staff report which recommends naming a pathway which runs alongside the

Wharemauku Stream, the Diane Ammundsen Path.

The name recognises long-serving councillor Diane Ammundsen, who intends standing down at

the October local body elections.

The board decided at a meeting on Tuesday last week that the report lie on the table until the next meeting on April 5 and asked staff to get a legal opinion whether there was a potential conflict of interest.

A report by parks and recreation planner Nathan Mourie said "Given Cr Ammundsen's long service to the district and consistent interest and

contribution to public open spaces, it is appropriate that a public path in a civic open space alongside a stream be named in her recognition."

He said while most of the path, between Rimu Rd and Matatua Rd, was on council administered land, some of it was on Kapiti Coast Airport land, but council had contacted the airport's chief executive who supported the path's name.

Path signage was

estimated at \$4500 which included interpretive, historic and wayfinding information as well as the name of the path.

The report said Cr Ammundsen moved to the district in 1966 and started working as a council receptionist in the 1970s.

"She became a councillor in 1989 when the Kapiti Borough Council became Kapiti Coast District Council.

"Cr Ammundsen has decided not to stand as a

candidate at the next local body elections in October and will have served the district for 27 consecutive years at the end of this triennium — 21 as a Paraparaumu ward councillor and six as a district-wide representative.

"She has also been involved with environmental restoration groups including Wharemauku and Tikotu Stream Care and Restoration Groups, Girl

Guides, Kapiti Netball, Kapiti Uniting Parish, Keep Kapiti Coast Beautiful and as a celebrant.

"She had also been instrumental in fundraising efforts for many causes, most recently the Coastlands Aquatic Centre. In recognition of her services to the community she was recently awarded the Queen's Service Medal in the 2016 New Year's honours."

**11 TE WHAKAŪ I NGĀ ĀMIKI | CONFIRMATION OF MINUTES****11.1 CONFIRMATION OF MINUTES**

**Author:** Evan Dubisky, Democracy Services Advisor

**Authoriser:** Darren Edwards, Chief Executive

**Taunakitanga | Recommendations**

That the minutes of the Council meeting of 14 December 2023 be accepted as a true and correct record.

**APPENDICES**

1. Confirmation of Minutes - 14 December 2023 [↓](#)

## COUNCIL MEETING MINUTES

14 DECEMBER 2023

**MINUTES OF THE KĀPITI COAST DISTRICT COUNCIL  
COUNCIL MEETING  
HELD AT THE COUNCIL CHAMBER, GROUND FLOOR, 175 RIMU ROAD, PARAPARAUMU  
ON THURSDAY, 14 DECEMBER 2023 AT 9.34AM**

**PRESENT:** Mayor Janet Holborow, Deputy Mayor Lawrence Kirby, Cr Glen Cooper, Cr Martin Halliday, Cr Sophie Handford, Cr Rob Kofoed, Cr Liz Koh, Cr Jocelyn Prvanov, Cr Kathy Spiers, Cr Shelly Warwick, Cr Nigel Wilson

**IN ATTENDANCE:** Ms Kim Tahiwai, Mr Huriwai Paki (via Zoom), Mr Bede Laracy, Mr Glen Olsen, Mr Cam Butler, Mr Richard Mansell, Mr Darren Edwards, Mr Sean Mallon, Mr Mike Mendonça, Ms Kris Pervan, Ms Hara Adams, Ms Sarah Wattie, Ms Angela Bell, Mr Stephen Cross, Mr James Jefferson, Ms Steffi Haefeli, Mr Evan Dubisky, Ms Jessica Mackman, Ms Julie Judge, Mr Darryn Grant, Ms Lesley Olsson (via Zoom), Ms Gina Anderson-Lister, Mr Robbie Stillwell, Mr David Binstead, Mr Jason Holland, Mr Aabhas Moudgil, Ms Christine Foster, Mr Dale Ofoske (via Zoom)

**WHAKAPĀHA | APOLOGIES:** Mr André Baker

**LEAVE OF ABSENCE:** Nil

**1 NAU MAI | WELCOME**

The Mayor welcomed everyone to the meeting.

**2 KARAKIA | COUNCIL BLESSING**

Kim Tahiwai recited a karakia.

**3 WHAKAPĀHA | APOLOGIES**

**APOLOGY**

**RESOLUTION CO2023/156**

Moved: Deputy Mayor Lawrence Kirby

Seconder: Cr Sophie Handford

That the apology received from André Baker be accepted.

**CARRIED**

**4 TE TAUĀKĪ O TE WHAITAKE KI NGĀ MEA O TE RĀRANGI TAKE |  
DECLARATIONS OF INTEREST RELATING TO ITEMS ON THE AGENDA**

Richard Mansell declared that he made a submission on Item 10.6 so he will not be addressing this forum regarding that.

## COUNCIL MEETING MINUTES

14 DECEMBER 2023

**5 TE WHAKATAKOTO PETIHANA | PRESENTATION OF PETITION**

No petition was presented to the meeting.

**6 NGĀ WHAKAWĀ | HEARINGS**

No hearing was called at the meeting.

**7 HE WĀ KŌRERO KI TE MAREA MŌ NGĀ MEA E HĀNGAI ANA KI TE RĀRANGI TAKE | PUBLIC SPEAKING TIME FOR ITEMS RELATING TO THE AGENDA**

David Ogden spoke to Item 10.5 Older Persons' Housing Review.

**8 NGĀ TAKE A NGĀ MEMA | MEMBERS' BUSINESS**

(a) Leave of Absence

No leave of absence was requested at the meeting.

(b) Matters of an Urgent Nature (advice to be provided to the Chair prior to the commencement of the meeting)

Mayor Holborow informed attendants that a matter of an urgent nature would be raised during the Public Excluded section of the meeting.

**9 TE PŪRONGO A TE KOROMATUA | MAYOR'S REPORT****TABLED DOCUMENTS**

Mayor's report was tabled at the meeting.

The following document was tabled:

**Appendices**

1 Mayor's Activities 27 October to 14 December 2023

**10 PŪRONGO | REPORTS****10.1 REPRESENTATION REVIEW APPROACH 2024**

Sarah Wattie, Governance & Legal Services Manager, briefly summarised the report and introduced Dale Ofoske (via Zoom) from Election Services. Sarah Wattie, Dale Ofoske, Darren Edwards, Chief Executive, and Hara Adams, Group Manager Iwi Partnerships, answered questions from elected members and mana whenua representatives.

**RESOLUTION CO2023/157**

Moved: Cr Nigel Wilson

Seconder: Deputy Mayor Lawrence Kirby

That Council approve the proposed representation review approach outlined in the paper and associated timelines (noting that timeframes are mandated by legislation) and approve the proposed preliminary community engagement process.

**CARRIED**

**RESOLUTION CO2023/158**

## COUNCIL MEETING MINUTES

14 DECEMBER 2023

Moved: Cr Nigel Wilson  
 Seconder: Deputy Mayor Lawrence Kirby

Option A - Approve a staff-led community engagement process to inform recommendations for an initial representation arrangement proposal to Council for consideration no later than 31 July 2024.

**CARRIED**

The meeting adjourned at 10:39am and resumed at 10:56am.  
 Cr Glen Cooper left the meeting while it was adjourned.

### 10.2 ADOPTION OF CLASS 4 GAMBLING & TAB VENUE GAMBLING POLICY 2023

Angela Bell, Chief Advisor, Strategy & Growth, took the report as read and specified two changes made in the policy since it was last raised. Kris Pervan, Group Manager Strategy & Growth, Lesley Olsson (via Zoom), Policy Advisor, and Angela Bell answered questions from elected members.

#### RESOLUTION CO2023/159

Moved: Cr Martin Halliday  
 Seconder: Cr Nigel Wilson

That Council:

- A. Repeal the Kāpiti Coast District Council Class 4 Gambling Policy 2019.
- B. Repeal the Kāpiti Coast District Council TAB Venue Gambling Policy 2019.
- C. Note the feedback received from the 87 submitters on the draft Kāpiti Coast District Council Class 4 Gambling & TAB Venue Gambling Policy 2023.
- D. Agree to amend the draft policy to not allow club mergers through the Kāpiti Coast District Council Class 4 Gambling & TAB Venue Gambling Policy 2023, following feedback from submitters.
- E. Adopt the Kāpiti Coast District Council Class 4 Gambling & TAB Venue Gambling Policy 2023 effective immediately.

**CARRIED**

Cr Glen Cooper (via Zoom) returned to the meeting at 11:09 am.

### 10.3 ADOPTION OF THE SMOKEFREE PUBLIC PLACES POLICY 2023

Kris Pervan, Group Manager Strategy & Growth, introduced the item and advised of input from the Kapiti Health Advisory Group on the policy. James Jefferson, Group Manager Regulatory Services, Angela Bell, Chief Advisor, Strategy & Growth, and Kris Pervan answered questions from elected members. An additional recommendation that wasn't in the agenda was raised at the meeting by Cr Halliday.

#### RESOLUTION CO2023/160

Moved: Cr Martin Halliday  
 Seconder: Cr Sophie Handford

## COUNCIL MEETING MINUTES

14 DECEMBER 2023

That Council:

- A. Repeal the Kāpiti Coast District Smokefree Policy 2008.
- B. Adopt the Kāpiti Coast District Smokefree Public Places Policy 2023 (see Attachment 1), subject to any further minor amendments or corrections deemed necessary, approved by the Chief Executive and Mayor; and
- C. Note that the Policy 2023 will come into effect immediately.

**CARRIED**

**RESOLUTION CO2023/161**

Moved: Cr Martin Halliday

Seconder: Cr Sophie Handford

- A. The Council agrees to the Kapiti Health Advisory Group (KHAG) recommendation that the Council conveys to Government its disagreement with the intent to repeal the Smokefree Environments and Regulated Products (Smoked Tobacco) Amendment Act 2022.
- B. The Council agrees with KHAG that while there may be some practical challenges in implementing the new smokefree legislation, the potential health benefits outweigh these concerns.
- C. The Council agrees with KHAG that in the event that the Government continues with its intention to repeal the Act, a new replacement parliamentary bill should be introduced designed to meet or improve upon the intent of the current legislation and that it is subject to the standard rigorous parliamentary process including select committee hearings and public submissions.
- D. That Council asks that the Mayor write a letter to the Minister of Health outlining the above.

For: Crs Janet Holborow, Glen Cooper, Martin Halliday, Sophie Handford, Liz Koh, Jocelyn Prvanov, Kathy Spiers and Nigel Wilson

Against: Nil

Abstained: Crs Lawrence Kirby, Rob Kofoed and Shelly Warwick

**CARRIED 8/0**

**CARRIED**

**10.4 WELLINGTON REGION WASTE MANAGEMENT AND MINIMISATION PLAN (2023-2029) - FINAL ADOPTION.**

Robbie Stillwell, Waste Projects Manager, and David Binstead, Senior Waste Minimisation Officer, took the report as read and offered to answer questions.

**RESOLUTION CO2023/162**

Moved: Cr Martin Halliday

Seconder: Deputy Mayor Lawrence Kirby

- A. Recommend that Council:
  - A.1 Agree to formally adopt the Wellington Region Waste Management and Minimisation Plan 2023-2029.
  - A.2 Agree to revoke the existing Wellington Region Waste Management and Minimisation Plan 2017-2023.

**CARRIED**

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**10.5 OLDER PERSONS' HOUSING REVIEW**

Kris Pervan, Group Manager Strategy & Growth, provided context to this report and community feedback. Stephen Cross, Housing Programme Manager, took the report as read. Kris Pervan answered questions from elected members.

**RESOLUTION CO2023/163**

Moved: Deputy Mayor Lawrence Kirby  
 Seconder: Cr Liz Koh

That the Council:

- A. **Receive** the Review of Older Persons' Housing: Stage 2 Report – Delivery Options (Appendix One) and note the key findings of the report.
- B. **Note** the recommended option in the report is for Council to establish a Community Housing Provider (CHP) and transfer ownership of the older persons housing portfolio to the CHP.
- C. **Agree** to consult on the preferred option noted in Recommendation B of this report, as one of the key issues for formal consultation on in the 2024-34 Long-term Plan process.

**CARRIED**

Cr Liz Koh left the meeting at 12:08pm.

Cr Kathy Spiers left the meeting at 12:09 pm.

Cr Kathy Spiers returned to the meeting at 12:12 pm.

**10.6 DECISIONS ON PROPOSED PLAN CHANGES 1A (ACCESSIBLE CARPARKING) AND 1C (CYCLE PARKING) TO THE OPERATIVE KAPITI COAST DISTRICT PLAN**

Jason Holland, District Planning Manager, spoke to the report and introduced Christine Foster, a consultant, and Aabhas Moudgil, Intermediate Policy Planner, who made contributions to the report. Jason Holland answered questions from elected members.

**RESOLUTION CO2023/164**

Moved: Cr Nigel Wilson  
 Seconder: Cr Sophie Handford

A. That the Council:

- A.1 Withdraws that part of Proposed Plan Change 1A (Accessible Carparking) referred to as Amendment 9 in Attachment 8 (pp.19-20 of that attachment) under clause 8D of Schedule 1 of the RMA
- A.2 Endorses the proposed amendments to Proposed Plan Change 1A as shown in Attachment 8 under clause 10 of Schedule 1 of the RMA (which also includes minor amendments under clause 16(2) of that schedule)
- A.3 Endorses the proposed amendments to Proposed Plan Change 1C (Cycle Parking) as shown in Attachment 9 under clause 10 of Schedule 1 of the RMA.

**CARRIED**

## COUNCIL MEETING MINUTES

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## 10.7 AMENDMENTS TO COUNCIL DELEGATIONS TO STAFF

Sarah Wattie, Governance & Legal Services Manager, took the report as read and offered to answer questions.

**RESOLUTION CO2023/165**

Moved: Deputy Mayor Lawrence Kirby  
 Seconder: Mayor Janet Holborow

That the Council:

- A. **Adopts** the revised Council Delegations to Chief Executive and Staff as shown in Attachment 1 to the report 'Amendments to the Council Delegations to Staff'.
- B. **Adopts** the revised Resource Management Act 1991 Delegations to Staff as shown in Attachment 2 to the report 'Amendments to the Council Delegations to Chief Executive and Staff'.
- C. **Revokes** existing delegations to officials in relation to private requests for changes to the district plans of local authorities under Clause 25 Schedule 1 of the RMA 1991, so that only Council and the Strategy, Finance and Operations Committee have the ability to approve private requests for plan change, on the advice of staff (noting that this may require urgent or extraordinary meetings to be scheduled for this purpose due to the strict timeframes under the Act).

**CARRIED**

## 11 TE WHAKAŪ I NGĀ ĀMIKI | CONFIRMATION OF MINUTES

## 11.1 CONFIRMATION OF MINUTES

**RESOLUTION CO2023/166**

Moved: Cr Nigel Wilson  
 Seconder: Deputy Mayor Lawrence Kirby

That the minutes of the Council meeting of 30 November 2023 be accepted as a true and correct record.

**CARRIED**

## 12 TE WHAKAŪNGA O NGĀ ĀMIKI KĀORE E WĀTEA KI TE MAREA | CONFIRMATION OF PUBLIC EXCLUDED MINUTES

## 13 PURONGO KĀORE E WĀTEA KI TE MAREA | PUBLIC EXCLUDED REPORTS

**RESOLUTION TO EXCLUDE THE PUBLIC****PUBLIC EXCLUDED RESOLUTION CO2023/167**

Moved: Cr Sophie Handford  
 Seconder: Cr Martin Halliday

That, pursuant to Section 48 of the Local Government Official Information and Meetings Act 1987,

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the public now be excluded from the meeting for the reasons given below, while the following matters are considered.

The general subject matter of each matter to be considered while the public is excluded, the reason for passing this resolution in relation to each matter, and the specific grounds under section 48(1) of the Local Government Official Information and Meetings Act 1987 for the passing of this resolution are as follows:

General subject of each matter to be considered	Reason for passing this resolution in relation to each matter	Ground(s) under section 48 for the passing of this resolution
<p><b>12.1 - Confirmation of Public Excluded Minutes</b></p>	<p>Section 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</p> <p>Section 7(2)(h) - the withholding of the information is necessary to enable Council to carry out, without prejudice or disadvantage, commercial activities</p> <p>Section 7(2)(i) - the withholding of the information is necessary to enable Council to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)</p>	<p>Section 48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7</p>
<p><b>13.1 - Strategic Property Update</b></p>	<p>Section 7(2)(i) - the withholding of the information is necessary to enable Council to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)</p>	<p>Section 48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7</p>
<p><b>13.2 – Matter of an urgent nature</b></p>	<p>Section 7(2)(a) - the withholding of the information is necessary to protect the privacy of natural persons, including that of deceased natural persons</p>	<p>Section 48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7</p>

**CARRIED**

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**RESOLUTION CO2023/168**

Moved: Deputy Mayor Lawrence Kirby  
Seconder: Cr Nigel Wilson

That the Kaunihera | Council moves out of a public excluded meeting.

**CARRIED**

The Kaunihera | Council meeting went into public excluded session at 12:30PM.

The Kaunihera | Council came out of public excluded session at 12:58PM.

Kim Tahiwī recited a closing karakia.

**The Kaunihera | Council meeting closed at 12:59PM.**

.....  
**HEAMANA | CHAIRPERSON**

UNCONFIRMED

**12 TE WHAKAŪNGA O NGĀ ĀMIKI KĀORE E WĀTEA KI TE MAREA | CONFIRMATION OF PUBLIC EXCLUDED MINUTES**

**13 PURONGO KĀORE E WĀTEA KI TE MAREA | PUBLIC EXCLUDED REPORTS**

**RESOLUTION TO EXCLUDE THE PUBLIC**

**PUBLIC EXCLUDED RESOLUTION**

That, pursuant to Section 48 of the Local Government Official Information and Meetings Act 1987, the public now be excluded from the meeting for the reasons given below, while the following matters are considered.

The general subject matter of each matter to be considered while the public is excluded, the reason for passing this resolution in relation to each matter, and the specific grounds under section 48(1) of the Local Government Official Information and Meetings Act 1987 for the passing of this resolution are as follows:

<b>General subject of each matter to be considered</b>	<b>Reason for passing this resolution in relation to each matter</b>	<b>Ground(s) under section 48 for the passing of this resolution</b>
<b>12.1 – Confirmation of Public Excluded Minutes</b>	Section 7(2)(a) - the withholding of the information is necessary to protect the privacy of natural persons, including that of deceased natural persons  Section 7(2)(i) - the withholding of the information is necessary to enable Council to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)	Section 48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7
<b>13.1 - Reappointment of District Licensing Committee List Member</b>	Section 7(2)(a) - the withholding of the information is necessary to protect the privacy of natural persons, including that of deceased natural persons	Section 48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7
<b>13.2 - Acquisition of Land</b>	Section 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	Section 48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7

	Section 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	Section 48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7
<b>13.3 – Property Acquisition</b>	Section 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	Section 48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7
<b>13.4 - Disposal Update</b>	Section 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  Section 7(2)(h) - the withholding of the information is necessary to enable Council to carry out, without prejudice or disadvantage, commercial activities	Section 48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7
<b>13.5 – Property Update</b>	Section 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	Section 48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7
<b>13.6 – Verbal Property and Strategic Development Update</b>	Section 7(2)(i) - the withholding of the information is necessary to enable Council to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)	Section 48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for

		withholding would exist under section 6 or section 7

**14 CLOSING KARAKIA**