

**CONSTITUTING AGREEMENT OF THE
CANTERBURY WASTE JOINT COMMITTEE**

**ASHBURTON DISTRICT COUNCIL
CANTERBURY REGIONAL COUNCIL
CHRISTCHURCH CITY COUNCIL
HURUNUI DISTRICT COUNCIL
KAIKOURA DISTRICT COUNCIL
MACKENZIE DISTRICT COUNCIL
SELWYN DISTRICT COUNCIL
TIMARU DISTRICT COUNCIL
WAIMAKARIRI DISTRICT COUNCIL
WAIMATE DISTRICT COUNCIL**

CONSTITUTING AGREEMENT

CANTERBURY WASTE JOINT COMMITTEE

MEMBERS:

ASHBURTON DISTRICT COUNCIL, CANTERBURY REGIONAL COUNCIL

CHRISTCHURCH CITY COUNCIL, HURUNUI DISTRICT COUNCIL, KAIKOURA DISTRICT COUNCIL, MACKENZIE DISTRICT COUNCIL, SELWYN DISTRICT COUNCIL, TIMARU DISTRICT COUNCIL, WAIMAKARIRI DISTRICT COUNCIL, and WAIMATE DISTRICT COUNCIL, and their successors, all local authorities under the Local Government Act 2002 (collectively “the Councils” and individually “a Council”)

BACKGROUND AND COMMITTEE TERMS OF REFERENCE

The Canterbury Waste Joint Committee is a joint committee of the Councils appointed in accordance with clauses 30 and 30A of Schedule 7 of the Local Government Act 2002. The terms of reference for the Committee, are that the Committee will deal with all matters relating to the volumes of solid waste sent for disposal through regional waste minimisation initiatives identified by the Committee, including but not limited to allocating the annual funding of the joint committee as set out in this Agreement.

TERMS OF THIS AGREEMENT:

EFFECTIVE DATE

1. This Agreement comes into effect on the date the last Council signs this Agreement.

COMMITTEE

2. Pursuant to clause 30(1) and (5) of Schedule 7 to the Local Government Act 2002 the Councils will appoint and constitute a joint committee to be known as the Canterbury Waste Joint Committee (“the Committee”).
3. The Committee will consist of a maximum of thirteen members as follows:
 - (a) three elected members of the Christchurch City Council;
 - (b) two elected members of the Canterbury Regional Council;
 - (c) eight members made up of one elected member from each of the other Councils.
4. The Committee will report to the Councils at least annually on the exercise of the Committee’s functions.

SUBCOMMITTEE

5. The Committee may :
 - (a) appoint a Subcommittee of the Committee pursuant to clause 30(2) of Schedule 7 of the Local Government Act 2002;

- (b) ensure at least one elected member of each of Christchurch City Council and another Council will be members of the Subcommittee. The chairperson of the Subcommittee will be an elected member of the Committee. In all other respects the composition of the Subcommittee will be as determined by the Committee from time to time;
- (c) direct the Subcommittee in such manner as it sees fit from time to time as provided for in clause 30(4) of Schedule 7 of the Local Government Act 2002;

TERMS AND CONDITIONS OF ENTRY

- 6. The Councils agree that other councils in the Canterbury Region may join the Committee, if the council wishing to join accepts the terms and conditions of this Agreement that apply to the District Councils on the Committee. The council wishing to join the Committee is accepted as a member by signing this Agreement (with the new council's name added) and by providing a signed copy of the Agreement to each of the Councils.
- 7. If the council wishing to join the Committee wants any amendment to the terms and conditions of this Agreement, the Councils will only allow the other council to join on such terms and conditions as are agreed unanimously by the Councils and in accordance with clause 8(a).

VARYING THIS AGREEMENT

- 8. This Agreement may be varied:
 - (a) by written agreement between the Councils (and, for the avoidance of doubt, the Committee is not authorised to amend this Agreement) except for any amendment required in order to comply with a change in any applicable law, in which case this Agreement may be amended at the written request of any Council (sent to the other parties) to the minimum extent required to comply with the change in the applicable law; or
 - (b) in the manner provided in clause 6 and clause 25 of this Agreement.

WITHDRAWAL OF COUNCIL

- 9. A Council may only withdraw from the Committee if that Council has complied with all of its obligations under this Constituting Agreement for that funding year, and up to the date of withdrawal and agrees to satisfy its continuing obligations (if any) in a manner which is satisfactory to all of the remaining Councils.

AVOIDANCE OF DISCHARGE

- 10. The Councils declare that they have each resolved that the Committee (and any Subcommittee) will continue to function after a triennial election with the same delegated functions, duties, powers and voting rights that existed prior to that election and accordingly the Committee and any Subcommittee will not be discharged under clause 30(7) of Schedule 7 to the Local Government Act 2002.

QUORUM

- 11. The quorum for a meeting of the Committee is seven members at least one of whom is a member appointed by Christchurch City Council.

12. Any mayor who is a member of the committee solely by operation of section 41A(5) of the Local Government Act 2002 is not counted as a member of the committee for the purposes of determining the quorum.
13. The quorum for a meeting of a Subcommittee will be:
 - (a) half of the members if the number of members (including vacancies) is even, or
 - (b) a majority of members if the number of members (including vacancies) is odd, and;in both cases at least one of whom is a member of Christchurch City Council and one of whom is a member of another Council.

APPOINTMENT AND DISCHARGE OF MEMBERS

14. The power to discharge a member of the Committee and to appoint another in his or her stead, may only be exercised by the Council that made the appointment.

CHAIRPERSON AND DEPUTY

15. The Committee will appoint a chairperson (who must be an elected member appointed by Christchurch City Council) and a deputy chairperson (who must be an elected member appointed by another Council other than Christchurch City Council).

MEETINGS/STANDING ORDERS

16. Meetings of the Committee will be held at Christchurch (unless otherwise agreed) at such times as may be appointed and as are necessary for the performance of the functions, duties and powers delegated under this Agreement. The rules regulating the proceedings of the Committee will be those set out in NZS 9202:2003 "Model Standing Orders for Meetings of Territorial Authorities, Regional Councils and Community Boards" as varied in accordance with this Agreement. For the purposes of the NZS 9202:2003 the "principal administrative officer" means the Chief Executive of the Christchurch City Council or their delegate.
17. Attendance of meetings via telephone or video links from venues outside Christchurch is permitted. Such additional venues will be publicly notified in the same way as the main meeting is notified, and will be open to the public in the same way as the main meeting.
18. Any resolution requiring a decision on a matter of significance to be considered at a meeting of the Committee must be the subject of prior notice which ensures that each member is fully and fairly informed of the background and rationale for any proposal to be considered and the period of notice must be sufficient to enable every member to consult with their appointing Council.

VOTING

19. Notwithstanding anything to the contrary in Model Standing Orders NZS 9202:2003 voting at meetings of the Committee will be:
 - (a) in respect of any matter where the decision relates to the setting of policy and/or a commitment to expenditure, by majority, one vote each, but for the members appointed to represent the Christchurch City Council and the Canterbury Regional Council their votes may only be cast the same way and may not be split.

(b) in respect of all other matters, on the basis of one vote per member, by ordinary majority.

20. To the extent that it may be necessary all of the Councils will procure an amendment to their standing orders to permit voting on the basis set out in clause 19.

CASTING VOTE

21. In all cases where there is an equality of votes the chairperson will have a casting vote. Where a casting vote is to be exercised the following principles will apply:

- (a) the casting vote is to be used in the best interests of the Canterbury community represented by the Councils considered together;
- (b) the casting vote is to be used in the best interests of the Councils considered together;
- (c) the Committee members will use their best endeavours to avoid use of a casting vote, by obtaining consensus;

the casting vote will not to be used unreasonably in favour of any one Council.

DELEGATIONS

22. Each Council has delegated the following responsibilities to the Committee: Authority to deal with all matters relating to the volumes of solid waste sent for disposal through regional waste minimisation initiatives identified by the Committee, including but not limited to allocating the annual funding of the joint committee as set out in this Agreement.

FUNDING

23. The annual funding amount for regional waste minimisation will be \$192,000 per year. This amount will be adjusted annually for inflation using the annual percentage change in the Consumers Price Index at June of each subsequent year. Should the annual funding amount need to be increased, the Committee will provide a detailed proposal for consideration by all Councils.
24. All Councils will contribute towards the funding of joint regional waste minimisation initiatives, shared in accordance with the percentages set out in the table in Schedule 1 of this Agreement.
25. Schedule 1 may be updated from time to time by resolution of the Committee, only to redistribute the funding obligation of the Councils in a manner that more accurately reflects the then current population figures or to reflect new member Councils.
26. Each Council will ensure that it pays its due proportion of all such expenditure on the due date for payment, without deduction or set off.

ADMINISTRATIVE COSTS

27. Christchurch City Council agrees to provide such management, administrative, secretarial and accounting services as the Committee will reasonably require at no cost to the other Councils. Nothing in this clause will prevent any Council agreeing to make a contribution towards those costs.
28. For the avoidance of doubt, where Christchurch City Council is directed by the Committee to source any such services (ie other than from its own existing staff), or a Council employs a staff member for a shared services position (to progress waste minimisation and management initiatives

for the benefit of all Councils), the costs incurred will be recoverable from the Councils under clause 24.

GOOD FAITH NEGOTIATIONS

29. In the event of any circumstances arising that were unforeseen by the Councils at the time of entering into of this Agreement or in the event of a dispute in any way relating to this Agreement the Councils will negotiate in good faith to resolve that dispute or to add to or vary this Agreement in order to resolve the impact of those unforeseen circumstances in the best interests of:
- (a) the Councils represented on the Committee considered together; and
 - (b) the Canterbury community represented by the Councils considered together.

ARBITRATION

30. Any dispute arising out of the interpretation of this Agreement, including any question regarding its existence, validity or termination, which cannot be resolved by good faith negotiations under clause 29 will be referred to arbitration.
31. If the Councils are unable to agree upon the appointment of a single arbitrator within 10 working days of the receipt of written notification of the desire of a party to have a dispute arbitrated, or if any arbitrator agreed upon refuses or fails to act within 10 working days of his or her appointment, then any party may request the President for the time being of the Canterbury District Law Society to appoint an arbitrator and the arbitration will be carried out in accordance with the Arbitration Act 1996. For the purposes of this clause "working day" has the meaning attributed to those words in Section 2 of the Resource Management Act 1991.
32. In this clause time is of the essence and the Councils agree to be bound by any arbitration decision, determination or award.

SERVICE OF NOTICES

33. Any notice required to be served under this Agreement may be served in the manner provided in Section 152 of the Property Law Act 1952 and in any event will be deemed to be served if actually received.
34. A notice under clause 33 must be addressed:
- (a) in the case of Christchurch City Council or the Committee for the attention of the Legal Services Manager at the Civic Offices, 53 Hereford Street, Christchurch (PO Box 73013, Christchurch); and
 - (b) in the case of every Council other than Christchurch City Council, for the attention of the Principal Administrative Officer of the Council to whom the notice is addressed, to that Council at its principal administrative office.

SIGNATURES

SIGNED on behalf of the **ASHBURTON DISTRICT COUNCIL** by:

Signature

Name/Title

Date

SIGNED on behalf of the **CANTERBURY REGIONAL COUNCIL** by:

Signature

Name/Title

Date

SIGNED on behalf of the **CHRISTCHURCH CITY COUNCIL** by:

Signature

Name/Title

SIGNED on behalf of the **HURUNUI DISTRICT COUNCIL** by:

Signature

Name/Title

Date

SIGNED on behalf of the **KAIKOURA DISTRICT COUNCIL** by:

Signature

Name/Title

Date

SIGNED on behalf of the **MACKENZIE DISTRICT COUNCIL** by:

Signature

Name/Title

Date

SIGNED on behalf of the **SELWYN DISTRICT COUNCIL** by:

Signature

Name/Title

Date

SIGNED on behalf of the **TIMARU DISTRICT COUNCIL** by:

Signature

Name/Title

Date

SIGNED on behalf of the **WAIMAKARIRI DISTRICT COUNCIL** by:

Signature

Name/Title

Date

SIGNED on behalf of the **WAIMATE DISTRICT COUNCIL** by:

Signature

Name/Title

Date

Schedule 1 – Estimated population and funding percentages

Councils	Estimated population *	Funding %
Christchurch	394,700	61.28
Waimakariri	64,700	10.05
Hurunui	13,300	2.06
Selwyn	69,700	10.82
Ashburton	35,400	5.5
Kaikoura	4,220	0.66
Waimate	8,240	1.28
Mackenzie	5,420	0.84
Timaru	48,400	7.51
Total	644,080	100% (to cover 75% of the total annual funding)
ECan		(to cover 25% of the total annual funding)

* June 2020 Statistics New Zealand Subnational Estimates