

**CONSTITUTING AGREEMENT OF THE
CANTERBURY WASTE JOINT COMMITTEE
JUNE 2011**

**ASHBURTON DISTRICT 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, 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

The Canterbury Waste Joint Committee is a joint committee under the Local Government Act 2002 with delegated 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 the Constituting Agreement.

A.

TERMS OF THIS AGREEMENT:

EFFECTIVE DATE

1. This Agreement shall come into effect on 1 July 2011.

COMMITTEE

2. Pursuant to clause 30(1) and (5) of Schedule 7 to the Local Government Act 2002 the Councils shall appoint and constitute a joint committee which shall be known as the Canterbury Waste Joint Committee (“the Committee”).
3. The Committee shall consist of a maximum of eleven members as follow:
 - (a) three elected members of the Christchurch City Council;
 - (b) eight members made up of one elected member from each of the other Councils.
4. The Committee shall 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 to be known as the Canterbury Hazardous Waste Subcommittee (“the Subcommittee”) 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 shall be members of the Subcommittee. The chairperson of the Subcommittee

shall be an elected member of the Committee. In all other respects the composition of the Subcommittee shall 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;
- (d) appoint such other subcommittees as it sees fit from time to time.

TERMS AND CONDITIONS OF ENTRY

- 6. The Councils may only allow other councils to join the Committee on such terms and conditions as are agreed unanimously by the Councils.

WITHDRAWAL OF COUNCIL

- 7. A Council may only withdraw from the Committee if that Council has complied with all of its obligations under this Constituting Agreement 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

- 8. The Councils declare that they have each resolved that the Committee and the Subcommittee shall 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 the Subcommittee shall not be discharged under clause 30(7) of Schedule 7 to the Local Government Act 2002.

QUORUM

- 9. The quorum for a meeting of the Committee is six members at least one of whom is a member appointed by Christchurch City Council.
- 10. The quorum for a meeting of the Subcommittee shall 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

- 11. 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

- 12. The Committee shall 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

13. Meetings of the Committee shall 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 shall be those set out in NZS 9202:2001, "Model Standing Orders for Meetings of Territorial Authorities, Regional Councils and Community Boards" as varied in accordance with this Agreement. For the purposes of clause 25 of the NZS 9202:2001 the "principal administrative officer" means the Chief Executive of the Christchurch City Council or his delegate.
14. 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.
15. 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 his or her appointing Council.

VOTING

16. Notwithstanding anything to the contrary in Model Standing Orders NZS 9202:2001 voting at meetings of the Committee shall be:
 - (a) in respect of any matter where the decision relates to the setting of policy and/or a commitment to expenditure:
 - (i) by the members appointed to represent the Christchurch City Council, three votes (which votes may only be cast as a block and may not be split);
 - (ii) by the members appointed to represent the other Councils, one vote each;
 - (b) in respect of any matter delegated by any one or more of the Councils on the basis that a specified voting regime will apply, in accordance with that specified regime;
 - (c) in respect of all other matters, on the basis of one vote per member.
17. To the extent that it may be necessary all of the Councils shall procure an amendment to their standing orders to permit voting on the basis set out in clause 16.

CASTING VOTE

18. In all cases where there is an equality of votes the chairperson shall have a casting vote. Where a casting vote is to be exercised the following principles shall 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 shall use their best endeavours to avoid use of a casting vote, by obtaining consensus;
 - (d) the casting vote shall not to be used unreasonably in favour of any one Council.

DELEGATIONS

19. All delegations made by the Councils to the Committee shall record the functions, duties and powers that have been delegated in writing and may set out:
- (a) the extent to which the Council may be bound in respect of those delegated functions, duties and powers that are delegated;
 - (b) the limit (if any) to which the Council can be committed to expenditure of funds in pursuance of those delegated functions, duties and powers;
 - (c) the circumstances in which (if any) the Council can withdraw those delegated functions, duties and powers in whole or in part.

FUNDING

20. The annual funding amount for regional waste minimisation will be \$112,000 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.
21. All Councils will contribute towards the funding of joint regional waste minimisation initiatives, unless otherwise expressly agreed at the time, shared as follows:

Councils	Estimated Population *	Population and Funding %
Christchurch	376,700	66.80
Waimakariri	47,600	8.43
Hurunui	11,100	1.96
Selwyn	39,600	7.01
Ashburton	29,400	5.21
Kaikoura	3,800	0.67
Waimate	7,550	1.33
Mackenzie	4,010	0.71
Timaru	44,400	7.88
TOTAL	564,160	100

*2010 Statistics New Zealand Subnational Estimates

The funding obligation of the Councils may be redistributed between them from time to time as decided by the Committee to more accurately reflect the then current population figures.

22. Each Council shall ensure that it pays its due proportion of all such expenditure on the due date for payment, without deduction or set off.

ADMINISTRATIVE COSTS

23. Christchurch City Council agrees to provide such management, administrative, secretarial and accounting services as the Committee shall reasonably require at no cost to the other Councils. Nothing in this clause shall prevent any Council agreeing to make a contribution towards those costs. For the avoidance of doubt, where Christchurch City Council is directed to source any such services (ie other than from its own staff) the costs incurred shall be recoverable from the Councils under clause 21.

GOOD FAITH NEGOTIATIONS

24. 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

25. 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 24 shall be referred to arbitration.
26. 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 shall 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.
27. In this clause time shall be of the essence and the Councils agree to be bound by any arbitration decision, determination or award.

SERVICE OF NOTICES

28. 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 shall be deemed to be served if actually received.
29. A notice under clause 28 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.

EXECUTED by the Councils on the dates set out below

THE COMMON SEAL of)
ASHBURTON DISTRICT COUNCIL)
was affixed in the presence of)

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was affixed in the presence of)

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