



Auckland Transport Delegations Register



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Part A: Introduction

Background

This part of the Delegations [Manual Register](#) presents introductory and background information for the Delegations [Manual Register](#) including reference to delegation principles which are contained in the Delegations Policy. This document is the Delegations [Manual Register](#) for Auckland Transport (the [Manual Register](#)). The purpose of this [Manual Register](#) is to set out Auckland Transport's (AT) delegations given to officers in relation to certain administrative and financial matters, AT's statutory duties, responsibilities and powers. The [Manual Register](#) is structured in 8 parts:

Part A: INTRODUCTION	Part A contains introductory and background information for the Delegations Manual Register including reference to delegation principles which are contained in the Delegations Policy.
Part B: DELEGATIONS POLICY	Part B contains the Delegations Policy which outlines AT's overarching delegations' principles.
Part C: BOARD DELEGATION TO THE CHIEF EXECUTIVE	Part C contains the Board's delegation of duties, functions and powers to the Chief Executive.
Part D: FINANCIAL DELEGATIONS TO AUCKLAND TRANSPORT EMPLOYEES	Part D contains the Chief Executive's financial delegations to AT employees. These include limits relating to operating expenditure, capital expenditure within approved budgets, capital expenditure additional to approved budgets and contingency expenditure and other authority and procedures relating to other financial and accounting matters.
Part E: DELEGATIONS OF OPERATIONAL RESPONSIBILITIES, DUTIES, FUNCTIONS AND POWERS TO AUCKLAND TRANSPORT EMPLOYEES	Part E contains the Chief Executive's non-financial delegations to AT employees including: general administrative delegations relating to human resource matters, the release of information, and legal proceedings; and regulatory delegations relating to AT's functions, duties and powers under various legislation.
Part F: DELEGATIONS RELATING TO THE TRAFFIC CONTROL COMMITTEE	Part F contains the Board's delegations to the Traffic Control Committee and the Chief Executive's appointment/variation of Traffic Control Committee members.
Part G: DELEGATIONS BETWEEN AUCKLAND TRANSPORT AND AUCKLAND COUNCIL	Part G contains various delegations between Auckland Transport and Auckland Council as follows: <ul style="list-style-type: none"> • Auckland Transport Board delegation to Auckland Council in relation to street trading and other activities in public places • Auckland Council delegation to Auckland Transport in relation to parking of vehicles off a roadway • Auckland Council delegation Auckland Transport in relation to the Public Works Act 1981 • Auckland Council delegation to Auckland Transport General Counsel in relation to notice to acquire land • Auckland Council delegations to Auckland Transport in relation to Maritime Functions (Harbourmaster) • Auckland Council delegations to Auckland Transport in relation to off-street parking
Part H: OTHER DELEGATIONS	Part H contains other delegations as follows: <ul style="list-style-type: none"> • Chief Executive's delegation in relation to Auckland Joint Modelling Centre (JMAC)

Delegations Policy

Delegation is the giving of authority to exercise a responsibility, duty, function or power by one party (the Delegator) to another party (the Delegate). For the purposes of administrative efficiency and expediency when conducting its day-to-day business, the Board delegates certain statutory duties, responsibilities and powers to the Chief Executive. Likewise, the Chief Executive delegates certain duties and responsibilities to AT staff. These delegations are a necessary operational requirement to promote effective and expeditious decision-making. Delegations avoid administrative delays and inefficiencies that might otherwise occur if all matters must be referred to the Board or Chief Executive every time a decision needs to be made.

The Delegations Policy sets out the principles and parameters for the exercise of all delegations (financial & non-financial) by AT employees. The Board or Chief Executive in their determination as to duties, responsibilities and powers to be delegated will have regard to the principles outlined in the Delegations Policy. In the exercise of any delegation, the delegate (i.e. the person given the delegation) must comply with the principles and general delegation terms and conditions, which are outlined in the Delegations Policy.

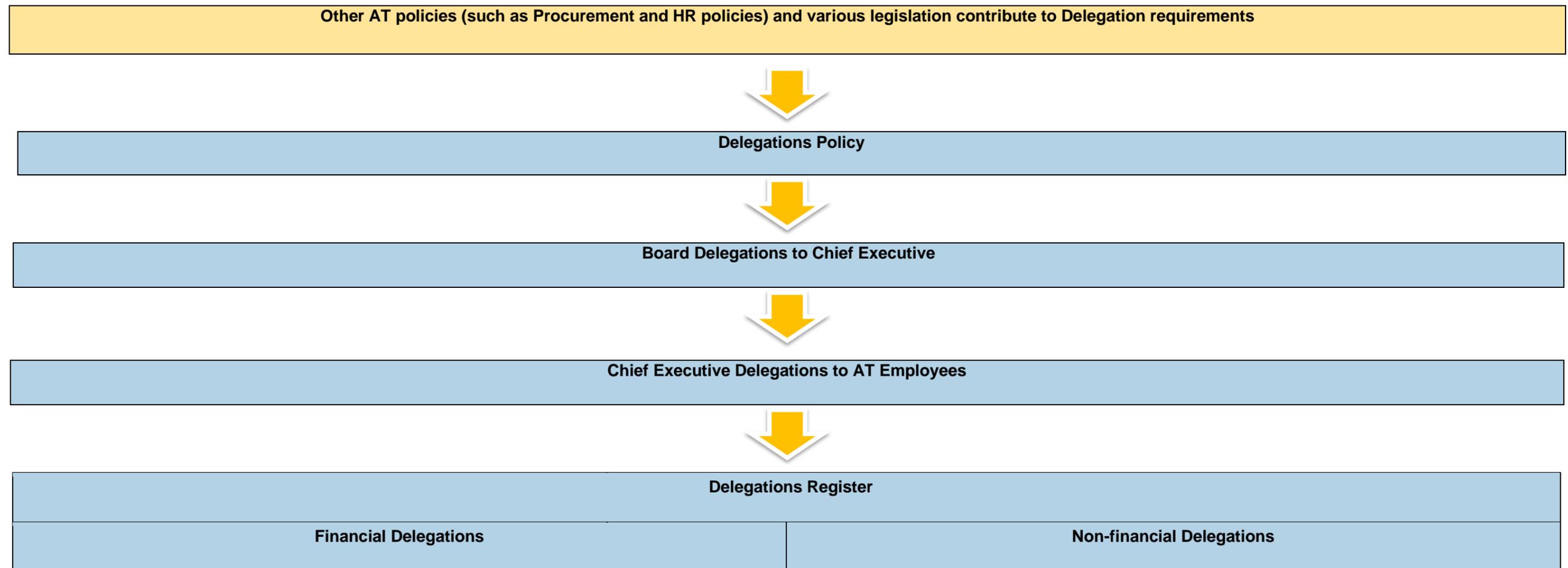
Reviews and updates of the Delegations Register

The Delegations Register is a living document and it will be reviewed periodically and when legislative change requires amendments. The Register has been developed to record all current delegations made by the Board or Chief Executive. The general terms and conditions of this Delegations Register provides that a responsibility, duty or power delegated to an officer holding a named position is also delegated to any officer who performs or exercises the same or substantially similar role or function, whatever the name of his or her position. Any changes in position names must be approved by the Chief Executive and this Register will be updated accordingly. The Chief Executive may authorise changes and updates to any Chief Executive delegations or matters which he or she has sub-delegated.

Delegations Framework

The diagram below provides an overview of AT's Delegations Framework for delegations within AT.

AT's Delegations Framework for Employees



The background features a series of white, curved, parallel lines that sweep across the frame from the top left towards the bottom right. These lines are composed of small, overlapping segments, creating a sense of depth and movement. The overall color scheme is a solid, vibrant blue.

Policy

Part B: Delegations Policy

Introduction

Delegations are essential to Auckland Transport (AT) being able to perform its functions and operate effectively and efficiently. The Board may delegate AT's powers, responsibilities, duties and functions to committees or persons, or to Auckland Council (with some specific exceptions). The Board delegates all operational powers to the Chief Executive who then sub-delegates those powers to AT employees. The Board remains liable and legally responsible for the performance of any function or duty of AT that it delegates.

Ensuring that AT employees clearly understand the nature and limits of their delegated powers and how to exercise them appropriately is critical to managing AT's legal, financial and reputational risk. This policy sets out principles and parameters for the exercise of all delegations by AT employees. It covers financial delegations as well as non-financial delegations. It also supports the central management of delegations within AT.

Purpose

The overarching intention of the policy is to clarify accountability and responsibility for the day-to-day operation of AT. The policy outlines the delegations principles that:

- Provide a framework for the making and exercising of delegations within AT to support sound, efficient and effective decision making;
- Ensure that delegations within AT are made and exercised in accordance with law;
- Provide a consistent set of principles for both financial and non-financial delegations;
- Ensure that delegations are exercised as intended by the Board;
- Provide clarity and guidance to all AT staff on the limits of delegated authority;
- Support the central management of delegations within AT.

The policy also:

- Establishes the levels of authority delegated to duly appointed AT office holders and staff;
- Ensures that there is a set of clear and unambiguous directions in the matters of authorisations and quantification of expenditure, personnel matters and general business matters encountered by AT on a day-to-day basis; and
- Facilitates compliance with relevant directions from Auckland Council and other stakeholders.

Scope

These delegations cover:

- AT operational activities and expenditure;
- Capital programs and expenditure;
- Human resource and other administrative delegations; and
- Regulatory delegations.

All delegations (whether financial or non-financial) from the Board or Chief Executive to any person within AT must be made and exercised in accordance with principles and limits outlined in this Policy.

Delegation policy principles and limits apply to:

- AT [Board](#) Directors;
- All AT employees;
- AT representatives:
 - Contractors & consultants
 - Agency temps (in accordance with the terms of their supplier agreement with AT)
 - Staff on secondment from other organisations/agencies
 - Volunteers

Policy Principles

The following principles apply to all delegations (financial and non-financial) made by the Board or Chief Executive to any person within AT:

Making Delegations

- Delegations are made to roles, not to individuals in their personal capacity and automatically apply to the person appointed to that role. No additional documentation is required beyond acceptance of the employment agreement for the role. The delegations follow a one-up and tiered approach.
- It may be necessary for someone to exercise a delegation when the holder is on leave. This is achieved by [appointing/nominating](#) someone to act in the role temporarily [using the approved process \(including any time periods\)](#). [Delegations may only be sub-delegated down one level.](#) By acting in that role, they will then assume the powers and responsibilities that go with that position. If someone is not being [nominated or](#) appointed to the role temporarily, then the delegation [should be made to a peer who holds the same level of DFA, or will be held by the delegated to](#) the one-up manager of the original holder. It is the responsibility of the original holder to ensure any temporary delegations are given to someone who is suitably qualified.
- ~~If a staff member is appointed to act temporarily in a role above their usual tier, their direct reports retain their existing tier status. For example, if a Tier 5 staff member is reporting to a Tier 3 staff member temporarily (for whatever reason), their Tier 5 status and authority remains unchanged.~~
- Delegations will only be held by AT employees. ~~This will include inward secondees from other organisations who are bound to AT's Code of Conduct via a valid secondment agreement and who are therefore employees of AT in substance.~~ It will also include fixed term employees.
- Contractors and consultants may not hold, or exercise delegated authority, however they are still bound by the policy and these principles.
- Delegations to roles that are subsequently disestablished or changed may be exercised by a person in any replacement role that is substantially equivalent to the original role.
- Unless specifically time-limited, a delegation will continue in force until revoked or varied by the Delegator or the Board.
- Powers that are only exercisable by resolution will not be delegated to individual roles (such powers may only be delegated to committees).
- ~~Delegates will not sub-delegate any powers, functions, responsibilities or duties that have been delegated to them by the Chief Executive.~~
- The delegation of financial powers enables AT's work and service objectives as set out in the Regional Land Transport Plan (RLTP) and Annual Plan to be achieved. All business expenditure should be exercised within the framework set out in the Chief Executive's Financial Delegations to Auckland Transport Employees.
- Financial delegations will refer to both a financial (dollar) value and the purpose or scope of the relevant expenditure.
- Delegated financial limits will be GST exclusive unless expressly specified otherwise.
- ~~Managers may impose limits below the maximum delegated financial limits for positions that report to them. Managers must advise affected Delegates in writing of any such imposed limits.~~

Exercising Delegations

- Staff who hold delegated authority are expected to exercise the powers, authorities, duties or functions delegated to them in a responsible, efficient, consistent and cost-effective manner, in accordance with AT's Code of Conduct, policies and applicable legislation.
- Staff who hold delegated authority have a reciprocal obligation to keep their manager and key members of the organisation informed of delegations exercised.
- Delegates will be individually responsible for the exercise of the powers, functions, responsibilities or duties that have been delegated to them.
- A delegation may be exercised by a person lawfully acting in the role holding the delegation.
- When a Delegate is exercising a delegation in an acting capacity, this will be expressly stated.
- Delegations are also held and may be exercised by persons holding more senior roles in the Delegate's direct reporting line.
- Where there is any ambiguity between the wording of a legislative function and the delegation of that function, the wording of the legislation will prevail. A delegation made under legislation that is subsequently repealed will be read as a delegation made, with or without modification, under any replacement or corresponding legislation.
- Financial delegations may only be exercised by individual Delegates. Committees and other groups of people may not exercise financial delegations.

For example: A decision by a Project Control Group (PCG) is an endorsement but an employee holding a delegated financial authority must still make the decision. The accountability for the decision sits with the manager exercising the delegation.

- Financial delegations may only be exercised within approved and available funds contained in the Board approved Annual Plan (or reforecast) or Regional Land Transport Plan (for multi-year commitments).

For example: Prior to deciding to award a contract which is binding in future years, the DFA must follow applicable processes to obtain confirmation that funding for future years will be available.

- Financial delegations can only be exercised for budgets for which the person exercising the delegation is responsible.

For example: Inclusion of a capital project in a Board approved Annual Plan (or reforecast) or Regional Land Transport Plan (for multi-year commitments) is not approval of the capital project nor approval for the use of the budget held for that specific capital project.

- Projects must be approved prior to any financial delegations being exercised in relation to the delivery of the project or program. For roading projects involving new or changed traffic controls there must be Traffic Control Committee resolutions to approve those controls prior to financial delegations being exercised to start construction.



- Financial delegations will be exercised at the first point at which AT becomes committed to spending.

For example:

- the creation of a contract; or placing a purchase order requires the exercise of a delegated financial authority; or*
- placing a subsequent order against an already approved contract; or*
- approving an invoice for payment where no prior approval for the expenditure exists.*

- The entire value of the financial decision, including past decisions and contingency costs, must fall within the delegated financial limit. If the actual value of the decision is not known at the outset, then the most likely value must be used.

For example:

- a decision to send an employee to a 2-day course in another city will be the total value of course fees, air fares, accommodation, meals and other costs, not a separate set of decisions each of lesser value;*
- this also means that once a delegation holder has approved attendance at the course, subsequent approvals of course fees and travel do not require a delegation holder; they are simply administrative functions giving effect to an existing decision;*
- a decision to enter into a contract for \$100,000 per annum for 5 years is a \$500,000 decision;*
- a decision to extend an \$800,000 contract by a further \$400,000 is \$1,200,000 decision;*
- where the full value is not known at the start of an engagement (e.g. employing a contractor at an hourly rate to complete a piece of work) the most likely value should be used. This should be evident from the business case.*

- The purpose or scope of the expenditure will be evidenced by an approved business case, a procurement plan, a draft contract, or, for lower value items, a purchase order.
- Financial delegations may only be exercised following any specified conditions of the delegation (for example, quality assurance requirements such as pre-approval by Procurement) being satisfied.
- Financial delegations may not be split, shared or exercised jointly.
- Any exercise of a financial delegation will be recorded in writing.
- No Delegate may:
 - Approve self-related matters (e.g. authorise expenditure or expenditure reimbursement to themselves, certify their own timesheets, authorise their own higher duty allowance, overtime or annual or long service leave);
 - Approve matters that are for a staff member for whom the Delegate has no responsibility unless the authority is otherwise specifically delegated for administrative purposes; and
 - Split items or orders to bring them within any limit of their position's administrative responsibility/-or to avoid purchasing requirements e.g. three (3) quotes for purchases over \$50,000 (Incl. GST).
- The authorising person for the above, and other matters of a like nature, shall be a more senior member of staff unless otherwise specifically delegated for administrative purposes.

Mandatory Quality Assurance

For some decisions a mandatory quality assurance is required. This may be prior approval required from Legal, Procurement, the [Executive General Manager Finance Chief Financial Officer](#) or the [Executive General Manager Culture & Transformation Director People & Performance](#). Project Control Groups (PCG's) may also insist on reviewing decisions prior to being made. There is a formal requirement for the Engineer to a Contract to certify work. These mechanisms do not absolve the Delegate from responsibility for the exercise of a delegation. They are however mandatory steps for the Delegate to fulfil prior to exercising any decision.

Compliance

Guidance on how to apply the principles of this policy can be sought from the [Executive General Group Manager Finance](#) or the Legal Services team [or by emailing delegations@at.govt.nz](mailto:or_by_emailing_delegations@at.govt.nz). Where a breach of this Policy is suspected or has occurred this must be reported to the responsible [Executive General Manager ELT Director](#), [Executive General Manager Finance Chief Financial Officer](#) and [Executive General Manager Risk and Assurance Head of Risk & Legal](#) and, where relevant the Risk & [Assurance Legal](#) Investigation team. The breach must be reported to the next Finance and Assurance Committee meeting or immediately to [Directors Chair of the Board](#) if the breach is significant.

Failure to comply with this Policy may be misconduct or serious misconduct in terms of AT's Code of Conduct and may result in an employment investigation in addition to any other review as to the cause of any compliance failure. The placement of electronic signatures on documents to signify approval must only occur with the express permission of the delegated financial authority holder relating to the decision being made. Internal Audit should include compliance testing of this policy and delegation limits in its annual work program.

Definitions

Term	Definition
Delegation	Giving of authority to exercise a responsibility, duty, function or power by one party (the Delegator) to another party (the Delegate).
Delegator	Person, body or entity who delegates a responsibility, function, duty or power to another person, body or entity
Delegate	Person who is delegated a responsibility, function, duty or power
Delegations Manual	Centrally managed manual containing AT's Delegations Policy and active (non-revoked) delegations within AT and between AT and external parties

Roles and Responsibilities

Role	Responsibility
AT Board	<ul style="list-style-type: none"> Actively review and direct the overall strategy, policies and delegations of AT, including this policy and the internal delegations it applies to.
Finance and Assurance Committee	<ul style="list-style-type: none"> Review and recommend to the AT Board changes to the policy and delegations. Monitor compliance activity.
Chief Executive	<ul style="list-style-type: none"> Actively review any delegations that he or she has made, including those that this policy applies to. Accountable to the Board for the performance of any functions, duties, responsibilities or powers that he or she has delegated under authority from the Board.
Executive Leadership Team (ELT)	<ul style="list-style-type: none"> Implement this policy across their business areas and make available the appropriate resources to do so. Consider any concerns raised by managers regarding delegations and respond as appropriate.
Delegates	<p>Delegates must:</p> <ul style="list-style-type: none"> ensure that any financial expenditure associated with the exercise of powers or functions is authorised in accordance with the principles applying to financial delegations where applicable; seek appropriate advice if they are unsure about their delegated powers or functions; act in accordance with AT's policies and procedures in exercising their delegations.
Managers	<ul style="list-style-type: none"> Ensure that their direct reports are appropriately trained to exercise their delegations; Ensure that their direct reports are aware of this policy and supporting them to comply with it. Provide guidance on the exercise of delegations to staff when requested. Escalate concerns or issues regarding this policy, or the exercise of delegations under it, to the ELT.
Executive General Manager Finance Chief Financial Officer	<ul style="list-style-type: none"> Review and approve any proposals for new financial delegations or variations to existing delegations.
General Counsel	<ul style="list-style-type: none"> Review and approve any proposals for new non-financial delegations, or variations to existing delegations.
Legal Services team	<ul style="list-style-type: none"> Maintain a record of all executed delegation instruments Update the Delegations Policy and/or delegations instruments when required. Provide guidance to staff on the exercise of delegations when requested.
All Employees and Representatives	<ul style="list-style-type: none"> Adherence and compliance with this policy and related procedures. Individually responsible for the exercise of any delegations they hold, regardless of endorsement or agreement from others. Guidance on this policy and the exercise of non-financial delegations should be sought in the first instance from managers and then from Legal Services. Guidance on the exercise of financial delegations should be sought in the first instance from managers and then the Group Manager Finance, the Legal Team or delegations@at.govt.nz or Executive General Manager Finance as necessary.

Supporting Information

<p>Legislative compliance</p>	<p>This Policy supports Auckland Transport's compliance with the following legislation:</p> <ul style="list-style-type: none"> • Local Government (Auckland Council) Act 2009 • any other legislation referred to in this policy or schedules
<p>Supporting documents <i>These are Procedures, Standards and Guidelines that directly support this Policy.</i></p>	<ul style="list-style-type: none"> • AT Code of Conduct Policy • Procurement Policy, Expenditure Policy and Guidelines, and related finance policies
<p>Related documents <i>These are documents that relate to, but do not directly support, this Policy. This may include other Auckland Transport Policies, Procedures and Guidelines, or external materials such as regulatory codes and standards.</i></p>	<ul style="list-style-type: none"> • Enterprise Project Management Framework • Effective Governance Framework • Procurement frameworks

Approval & Review

Policy Owners: ~~Executive General Manager Finance~~ [Chief Financial Officer](#) & ~~Executive General Manager Risk & Assurance~~ [Head of Risk & Legal](#)

Policy Contacts: Group Manager Finance & Legal Counsel – Public Law

Endorsed by:

Approved by:

Chief Executive

Auckland Transport Board

Approval date: [26 March 2024](#)

Effective date: ~~26 August 2022~~ [1 March-April 2024](#)

Next review date: 30 October 2024 [46](#)

AT reserves the right to review, amend or add to this policy at any time upon reasonable notice to employees and representatives.

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Delegations

Part C: Board Delegation to the Chief Executive

ATD ~~2022~~2024/01: BOARD DELEGATION TO THE CHIEF EXECUTIVE

PURSUANT TO section 54 of the Local Government (Auckland Council) Act 2009, the Board of Auckland Transport:

DELEGATES to the Chief Executive of Auckland Transport all its statutory and operational responsibilities, duties, functions and powers except:

- a. the power to approve or adopt any policy or program that the Board is required to consult on using the special consultative procedure; and
- b. the power to approve or adopt a regional land transport plan or a regional public transport plan under the Land Transport Management Act 2003; and
- c. the power to make a bylaw under any enactment referred to in section 46(1) of the Local Government (Auckland Council) Act 2009 ("LGACA") and
- d. the power to borrow money (including extending credit beyond normal commercial terms) or the power to purchase or dispose of any strategic assets of Auckland Transport; and
- ~~d.e.e.~~ any duty to appoint a chief executive officer:

SUBJECT TO the financial limits and conditions set out in Schedule 1 and the following conditions, limitations and prohibitions:

1. Board approval is required for:
 - a. any proposal that might reasonably be foreseen to attract significant adverse publicity, reputational risk, or risk of legal action; ~~and~~
 - b. any proposal that materially changes the scope of items previously approved by the Board;
 - c. [Auckland Transport's Annual Plan](#)
 - d. [Auckland Transport's Annual Report](#);
 - e. [Auckland Transport's Statement of Intent](#)
 - f. [the remuneration of any fixed term or permanent employee that is a direct report of the Chief Executive](#); and
 - ~~b.g.~~ [material changes to Auckland Transport's Tier 1 policies, being those policies which provide direction on strategic areas or areas of significant risk.](#)
2. The responsibilities, duties, functions and powers delegated to the Chief Executive by this delegation are limited to those not otherwise specifically delegated by the Board to any other person, committee or to Auckland Council.
3. The Board may exercise any function or power delegated by this delegation.
4. The Board may revoke, alter or vary this delegation at any time.
5. Deeds are required to be executed by at least two members of the Board.
6. Subject to the conditions, limitations and prohibitions that are imposed in this delegation, the Chief Executive:
 - a. has the power to sub-delegate any of the responsibilities, duties, functions and powers delegated to the Chief Executive under this delegation to an Auckland Transport committee or employee, ~~except the power to delegate~~; and
 - b. may include conditions, limitations or prohibitions in any instrument of sub-delegation.
7. Any delegations made by the Chief Executive must be consistent with the Delegations Policy approved by the Board.



THIS DELEGATION TAKES EFFECT on the date it is resolved to be made by the Board and continues in effect until it is revoked by resolution of the Board.

All previous delegations of the functions and powers contained in this delegation made by the Board are revoked on and from the date this delegation takes effect. For the avoidance of doubt, this delegation revokes the Auckland Transport Delegation Instrument ATDI ~~2021~~2022/01: Board Delegation to the Chief Executive made on ~~30 June 2021~~ December 2022.

Signed:

Date:

Auckland Transport Board Chair

SCHEDULE 1: Financial limits delegated to the Chief Executive

Projects

1. The Chief Executive may only approve a project (whether capital and/or operating expenditure project) to proceed past the feasibility stage where the estimated cost of the project is ~~\$20-50~~ million or less, unless otherwise approved by the Board.
2. Board approval is required before any project with an estimated cost of more than ~~\$20-50~~ million may proceed past the feasibility stage.
3. The Chief Executive may approve expenditure up to ~~\$35~~ million or less to complete the feasibility stage. Long lead items are not considered part of the feasibility stage.
4. The Chief Executive may approve expenditure up to ~~\$3-5~~ million or less for unbudgeted emergency works, including emergency reinstatement, or, to address an immediate and serious Health and Safety issue. Exercise of this authority requires Board notification at the earliest available opportunity.
5. Board approved projects must be re-approved where project costs are expected to exceed the approved cost by 10% or ~~\$3-5~~ million, whichever is lower, ~~subject to the board approved temporary delegation noted below~~. The approved budget must not be exceeded prior to re-approval.

Temporary delegation:

~~Additional temporary special delegated financial authority (DFA) to the Chief Executive of up to 5% or \$6 million to reapprove board approved capital projects for cost increases related to the current inflationary market and supply chain issues. Noting:~~

- ~~a. This would be over and above the current delegated authority level, bringing the total delegated financial authority threshold for reapproval up to 15% or \$9 million, whichever is lower.~~
- ~~b. The special DFA would be for the limited time period of 1 July 2022 to 30 June 2023, capped at \$40 million and only be for capital projects in the design and implementation stages. This delegation would be managed within AT's \$857 million capital budget.~~

Single financial transactions

6. The Chief Executive may approve financial transactions and expenditure (relating to goods, services, real estate, transport infrastructure, assets, gifts, grants, guarantees and indemnities) up to ~~\$20-50~~ million for any single transaction.
7. The power delegated in clause 6 is conditional upon:
 - a. expenditure being budgeted for within an approved Annual Plan or Regional Land Transport Plan;
 - b. capital projects being approved in accordance with clauses 1 to 5 of this schedule
 - c. compliance with any applicable Auckland Transport policy or procedure in relation to each transaction;
8. The power delegated in clause 6 includes power to terminate or vary expenditure under any single transaction so long as the new total does not exceed ~~\$20-50~~ million.



9. Board approval is required for any single transaction over [\\$20-50](#) million.

Contracts

10. Board approval is required for any contracts or contract extensions that commit Auckland Transport to expenditure beyond a 5-year total contract term (including rights of renewal) and have a total contract value of [\\$20-50](#) million or more.
11. Only the Chief Executive may approve a contract or contract extension that commits Auckland Transport to financial expenditure over a term where the total contract term is over 5 years and less than [\\$20-50](#) million. Any contract extension beyond 5 years will require clear rationale as to why it hasn't been taken to market and will require sign off from relevant [ELT Director or Chief Financial Officer](#) ~~EGM and EGM Finance~~. Whenever the Chief Executive exercises this delegation, the Chief Executive shall report to the Board providing contract details ~~and reason for extension~~.
- [12.](#) The Chief Executive may approve contract variations for Public Transport contracts providing the current year contract value is included in the current Long-Term Plan and the Annual Plan.



PARTS D-F REMOVED – REFER TO [DILIGENT BOARDS RESOURCE CENTRE](#) FOR FULL DELEGATIONS REGISTER

Part G: Delegations between Auckland Transport and Auckland Council

AUCKLAND TRANSPORT BOARD DELEGATION TO AUCKLAND COUNCIL IN RELATION TO STREET TRADING AND OTHER ACTIVITIES IN PUBLIC PLACES

The Auckland Transport Board delegates to Auckland Council the power to:

- Administer and enforce bylaws made or deemed to have been made by Auckland Transport to the extent that they apply to street trading and other activities in public places, and to signs (except traffic control devices), billboards and hoarding on, or visible from, the Auckland Transport System;
- Set, charge, collect and retain fees or charges as described in section 150 of the Local Government Act 2002 in respect of any matter provided for in an Auckland Transport bylaw, provided that the administration and enforcement of that particular Auckland Transport bylaw has been delegated to Auckland Council; and
- The power to set, charge, collect, and retain non-regulatory rental fees being a charge for use of public space in respect of street trading within the Auckland Transport System.

For the avoidance of doubt, the power to specify election sites is retained by Auckland Transport.

This delegation takes effect immediately and revokes the delegation made by the Auckland Transport Chief Executive to Auckland Council dated 2 April 2015.

Appendix 1: Auckland Transport Delegation Instrument 2015 ATDI2015/01

Further to the delegation on 2 April 2015 made from the Chief Executive of Auckland Transport to Auckland Council:

The Auckland Transport Board delegates to Auckland Council the power to make resolutions under bylaws made or deemed to have been made by Auckland Transport to the extent that they apply to street trading and other activities in public places, and to signs (except traffic control devices), billboards and hoardings on, or visible from, the Auckland Transport System.

This delegation excludes:

- (a) the power to make a resolution specifying sites over a road or public place that may be used for the display of horizontal banners and specify controls for such banners under the Auckland Transport and Auckland Council Signage Bylaw 2015; and
- (b) the power to make resolutions to specify election sites under the Auckland Transport Election Signs Bylaw 2013.

For the avoidance of doubt, this delegation does not affect the delegation made by the Chief Executive of Auckland Transport on 2 April 2015.

This delegation takes effect immediately and remains in force until further notice and may be reviewed or revoked by Auckland Transport at any time.

AUCKLAND COUNCIL DELEGATION TO AUCKLAND TRANSPORT IN RELATION TO PARKING OF VEHICLES OFF A ROADWAY

DELEGATION INSTRUMENT – Parking of vehicles off a roadway

Reference number: 2017/336

I, Stephen Michael Town, Chief Executive, Auckland Council, hereby delegate to Auckland Transport the responsibilities, duties and powers delegated to me by Auckland Council in relation to the enforcement of clause 11 of the Auckland Council Traffic Bylaw 2015 (parking vehicles off a roadway) as it applies to all roads and parking places under the control of Auckland Council.

This delegation is subject to the following conditions:

- Auckland Transport must exercise all functions, powers and responsibilities in accordance with relevant statutory provisions.
- Auckland Transport will bear all costs associated with exercising this delegated authority, except for the costs of signage in local and regional parks, libraries and community facilities, which will be met by Council.
- Auckland Transport may retain any revenue associated with exercising this delegated authority. However, if a surplus is generated from this activity then Auckland Transport must use the surplus to offset its annual total funding requirement from Auckland Council.
- Auckland Transport must provide a biannual report to the appropriate Council manager in relation to the use of these delegated powers (when requested to do so).

For the avoidance of doubt, this delegation:

- includes any ancillary responsibilities, duties or powers necessary to give effect to this delegation.
- does not oblige Auckland Transport to take any enforcement action.



Stephen Michael Town
Chief Executive
Auckland Council

13/12/17

Date



AUCKLAND COUNCIL DELEGATION TO AUCKLAND TRANSPORT IN RELATION TO THE PUBLIC WORKS ACT 1981

DELEGATION INSTRUMENT

Reference number: 2016/73

I, Stephen Michael Town, Chief Executive, Auckland Council, hereby delegate or sub-delegate, as the case may be, separately to each person who for the time being performs the role of Chief Executive or of Group Manager Property and Planning of Auckland Transport (AT) my responsibilities, duties and powers and the responsibilities, duties and powers delegated to me by the Auckland Council (together the powers) under the Public Works Act 1981 (PWA), excluding any powers relating to the disposal of land, and subject to the conditions below.

Without limiting the previous paragraph, the powers being delegated include the power to commit the Council to financial transactions relating to the acquisition of property (real estate) or interests in property, and to make decisions about, and sign (in the Council's name) the relevant agreements, notices, certificates, consents or requests for, the following under the PWA:

- Agreements under section 17;
- Compensation certificates and discharges of those certificates under section 19;
- Notices under sections 18 and 23;
- Requests for a Proclamation under section 26;
- Notices under sections 110 and 111;
- Consent to the vesting of roads under section 114 (excluding consent under subsections 114(2)(b) or 114(2)(i));
- Certificates and notices of discharge under section 115;
- Consent to the stopping of roads under section 116.

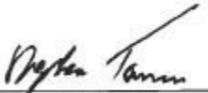
This delegation is subject to the following conditions:

1. In exercising this delegated authority, the delegate is at all times under the control of Auckland Council, through me as its Chief Executive and is, where relevant, an officer of the Council and/or designated my deputy for those purposes.
2. The powers may only be exercised in relation to the Auckland transport system and/or for a transport-related purpose.
3. The powers in relation to the acquisition of land may be exercised only where AT is satisfied that the transaction is not inconsistent with the Council's Long Term Plan.
4. The powers in relation to the acquisition of land under the PWA may only be exercised where the Council has received notice from AT under section 48(4) of the Local Government (Auckland Council) Act 2009 (LGACA) in relation to that land, or where AT has agreed to the acquisition of that land (refer section 51 of the LGACA).
5. This delegation cannot be sub-delegated.

AT shall provide to the Council every 3 months a report which includes details of:

- (a) each transaction entered into or other action taken in the exercise of the powers delegated under this instrument, during the previous 3 month period;
- (b) each transaction or other action anticipated in the exercise of the powers delegated under this instrument, in the following 3 month period;

- (c) any compulsory acquisitions which AT anticipates it may request or require the Council to carry out in the following 3 month period.


Stephen Michael Town
Chief Executive
Auckland Council

26/2/16
Date

AUCKLAND COUNCIL DELEGATION TO AUCKLAND TRANSPORT GENERAL COUNSEL IN RELATION TO NOTICE TO ACQUIRE LAND

DELEGATION INSTRUMENT

Reference number: 2016/74

I, Stephen Michael Town, Chief Executive, Auckland Council, hereby delegate to each person who for the time being performs the role of General Counsel of Auckland Transport (AT) the power to receive, on behalf of Auckland Council, notice from AT of its decision to apply for the compulsory acquisition of land, or of a deemed agreement, under section 48(4) of the Local Government (Auckland Council) Act 2009.

This delegation cannot be sub-delegated.



Stephen Michael Town
Chief Executive
Auckland Council

26/2/16
Date



AUCKLAND COUNCIL DELEGATIONS TO AUCKLAND TRANSPORT IN RELATION TO MARITIME FUNCTIONS (HARBOURMASTER)

Regulatory Agreement
relating to the
Harbourmaster Business Unit

Auckland Council
Council

Auckland Transport
Auckland Transport

MEREDITH | CONNELL
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Parties

Auckland Council (Council)

Auckland Transport (Auckland Transport)

the parties and each of them a party.

Introduction

- A On or about the date hereof, the parties have entered or shall enter into a memorandum of understanding (MOU) pursuant to which the Council has agreed to transfer to Auckland Transport, and Auckland Transport has agreed to take a transfer of, the Business Unit and the Assets in accordance with the MOU.
- B In connection with such transfer, the Council has elected to delegate to Auckland Transport certain of the Maritime Functions in accordance with the terms set out in this Agreement, which constitutes the Regulatory Agreement as defined in the MOU.

IT IS HEREBY AGREED as follows:

1 Interpretation

- 1.1 In this Agreement, unless otherwise expressly defined herein, initially-capitalised terms shall have the meanings given to them in the MOU. Furthermore, unless the context otherwise requires:
- (a) **Act** means the Maritime Transport Act 1994;
 - (b) **Agreement** means this agreement, including the Introduction section above and the Schedules;
 - (c) **Delegated** means delegated by the Council to Auckland Transport pursuant to a Delegation;
 - (d) **Maritime Functions** has the meaning given to it in clause 2;
 - (e) **Officers** means any and all persons employed from time to time by Auckland Transport for the purposes of the Business Unit who are appointed as enforcement officers by the Council;
 - (f) **Region** shall mean Auckland as defined in the Local Government (Auckland Council) Act 2009 and **Regional** shall be construed accordingly;
 - (g) **Representative** has the meaning given to it in clause 4.2;
 - (h) **Retained Functions** means all those functions specified in Schedule 2 which shall be retained by the Council in accordance with this Agreement;

- (i) **Service Level Agreement** means the service level agreement to be entered into by the parties in accordance with clause 5.2; and
- (j) **Transfer** has the meaning given to it in the Introduction section above.

- 1.2 Clause 1.2 of the MOU is hereby incorporated by reference and shall apply to this Agreement as if references to the MOU are references to this Agreement.

2 Delegation of Maritime Functions

- 2.1 This Agreement records that the Council has delegated to Auckland Transport with effect from the Completion Date certain functions to be exercised in the Region as set out below (collectively the **Maritime Functions**):
- (a) Regional council functions to regulate the ports, harbours, and waters in their region;
 - (b) Regional council functions in respect of land, building, equipment or other property that is owned by council and operated for maritime-related purposes;
 - (c) Regional council functions performed, exercised, or provided by the council in respect of any ship, maritime facility, offshore installation, pipeline, oil transfer site, navigational aid, or marine farm;
 - (d) Regional council functions in respect of maritime related activities;
 - (e) Regional council functions in respect of navigation generally; and
 - (f) The specific functions set out in Schedule 1,
- provided that the Maritime Functions shall not include any Retained Functions.
- 2.2 The parties intend that such Delegation shall be permanent, unless the Council determines to revoke the Delegation of any Maritime Function, at its sole discretion.
- 2.3 If at any time after the Delegation, the Council is required (including by law or pursuant to any memorandum of understanding, contract or other agreement or other arrangement) to provide any Maritime Functions which have been Delegated to Auckland Transport, Auckland Transport will do all things reasonably necessary to assist the Council and/or require the Business Unit to provide the Maritime Functions.
- 2.4 Auckland Transport shall (and shall direct its Employees to) perform the Maritime Functions in accordance with all applicable laws, including the statutory provisions applicable to the Maritime Function being exercised.
- 2.5 To the extent that any additional requirements or obligations relating to the performance of the Maritime Functions are notified to the Council by Maritime New Zealand or other governmental or regulatory body, the Council shall and shall procure that its Representative shall promptly notify Auckland Transport in writing regarding the nature and scope of such additional requirements or obligations, and Auckland Transport shall (and shall direct its Employees to) perform those Maritime Functions in accordance with such additional requirements or obligations.



- 2.6 The parties acknowledge that the Council has certain entitlements (including the right to reimbursement from proceeds of sale, to reimbursement and/or recovery and/or receipt of costs or expenses, to infringement fees, to receive any damages and any entitlement to proceeds of disposal) relating to or resulting from the performance of the Maritime Functions (the Entitlements). The parties acknowledge and agree that Auckland Transport may exercise such Entitlements for its own benefit without being required to account to the Council therefor, and the Council hereby waives its right to receive the Entitlements from Auckland Transport.
- 2.7 The parties acknowledge that certain statutory provisions (including section 328 of the Act) grant to certain employees of the Council, and any regional on-scene commander (as provided for in that Act), the power to enter into certain contracts for and on behalf of the Council (each an MTA Contract) and that, such power being personal to the relevant employee or commander (as applicable), cannot be Delegated. Auckland Transport shall:
- itself report to the Council the full circumstances surrounding any exercise of such power by any of its Employees at the next meeting to occur under clause 4.3;
 - direct the relevant Employee(s) to fulfil any statutory obligations to report to the Council the full circumstances of any exercise of such power; and
 - indemnify the Council for any costs or other liability arising out of or in connection with any MTA Contract so entered into by its Employee(s) for and on behalf of the Council pursuant to the exercise of such power.
- 2.8 If at any time after the Delegation, the Business Unit requires assistance from the Council's personnel (including for responding to a Tier 2 oil spill) to provide any Maritime Functions:
- Auckland Council will do all things reasonably necessary to ensure such personnel are available to assist the Business Unit to provide the Maritime Functions; and
 - where Auckland Transport is entitled to recover the costs for providing the relevant Maritime Functions, Auckland Transport will recover the costs and will pay an appropriate proportion of these costs to the Council for providing its personnel in accordance with this clause.

3 Licences and fees/charges

- 3.1 Auckland Transport shall invoice and collect, and shall be entitled to retain for its own benefit, all fees and charges prescribed by the Council pursuant to section 33R of the Act subject to clauses 3.2 and 3.3.
- 3.2 The parties acknowledge that the Moorings are not included in the Assets to be transferred to Auckland Transport under the MOU. Auckland Transport hereby waives any entitlement to receive any licence fee from the Council in relation to the Moorings.
- 3.3 The parties acknowledge and agree that:
- Collection of the annual Licence fees for the period:

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- prior to and including 30 June 2015 will be the responsibility, cost and risk of the Council and any payments so collected will be for the account of the Council.
 - after 30 June 2015 will be the responsibility, cost and risk of Auckland Transport and any payments so collected will be for the account of Auckland Transport.
- (b) to the extent that:
- Auckland Transport receives any payments in respect of:
 - any Monies Receivable (except the annual Licence fees) in respect of the period prior to the Completion Date; and
 - the annual Licence fees in respect of the period prior to and including 30 June 2015,
 such payments will be received on trust for the Council and be paid to or as directed by the Council on receipt by Auckland Transport.
 - the Council receives any payments in respect of:
 - any Monies Receivable (except the annual Licence fees) in respect of the period after the Completion Date; and
 - the annual Licence fees in respect of the period after 30 June 2015,
 such payments will be received on trust for Auckland Transport and be paid to or as directed by Auckland Transport on receipt by the Council.

- 3.4 The parties acknowledge that the Harbourmaster has functions under the Council Navigation and Safety Bylaw 2014 and Controls, including the power to issue, administer and enforce the Licences, and that:

- the Harbourmaster will continue to do so following Completion, albeit as an employee of Auckland Transport;
- for the period prior to the Completion Date, the Council will be entitled to all fees and charges payable under, and liable for all costs incurred in respect of, such functions (including the Licences); and
- for the period on and from the Completion Date, Auckland Transport will be entitled to all fees and charges payable under, and liable for all costs incurred in respect of, such functions (including the Licences).

4 Operational line of authority

- 4.1 The parties hereby acknowledge and agree that the Council retains legal responsibility for the appropriate exercise of the Maritime Functions notwithstanding the Delegation and that Auckland Transport will be accountable to the Council for such exercise. The parties

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therefore wish to manage their joint legal responsibility for the ongoing exercise of the Maritime Functions by establishing an operational line of authority between the Council and Auckland Transport in accordance with this clause 4.

- 4.2 The parties shall from time to time by notice in writing each appoint a representative (**Representative**) who shall be the principal point of contact at the party for the purposes of this Agreement and the parties' reporting obligations hereunder.
- 4.3 The Representatives shall meet no less frequently than once every three months (and/or at such other times as the Representatives may from time to time agree), including so as to finalise the Service Level Agreement in accordance with clause 7.2, or as one Representative may notify the other in accordance with clause 4.4(b)(ii)) so as to enable the parties to:
- (a) consider and resolve any issues arising out of or in connection with the parties' respective obligations hereunder and/or under the Delegation;
 - (b) review and consider and resolve any issues arising out of or in connection with the performance by Auckland Transport of the Maritime Functions and by the Council of the Retained Functions in accordance with the Service Level Agreement;
 - (c) consider any report by Auckland Transport in accordance with clause 2.7(a); and
 - (d) consider and resolve any issues arising out of or in connection with the termination or appointment of the Harbourmaster or Employee in accordance with clause 5.2;
 - (e) consider and resolve any conflicts in accordance with clause 4.4(b); and
 - (f) consider and resolve any concerns raised by the Council regarding the exercise of any of the Maritime Functions by the Harbourmaster and/or the Business Unit, provided always that Auckland Transport shall use its best endeavours to address any concerns so raised in such manner as the Council may reasonably require.

The Council's Representative may require (and Auckland Transport shall procure, where so required) the attendance of any Employee at such meetings to report on such matters as the Council may reasonably require.

- 4.4 Auckland Transport hereby acknowledges and agrees that, notwithstanding that the Harbourmaster and the Officers are employees of Auckland Transport and as such may have reporting obligations to Auckland Transport:
- (a) the Harbourmaster has statutory reporting obligations to the Council, the fulfilment of which shall not constitute a breach of the Harbourmaster's contract of employment. Auckland Transport hereby waives the requirements of such contract of employment to the extent they restrict or prevent the Harbourmaster from fulfilling such statutory obligations; and
 - (b) the Council retains statutory oversight of each Officer to the extent that such Officer uses any of the powers provided to him under the relevant statutory warrant issued by the Council. The parties acknowledge and agree that:

- (i) each party shall use its reasonable endeavours to avoid any conflict between the Council's oversight obligations and Auckland Transport's rights as employer of the relevant Officer; and
- (ii) where one party reasonably believes such a conflict may arise or has arisen, its Representative may convene a meeting of the Representatives and both parties shall meet and endeavour through good faith negotiations to resolve such conflict.

- 4.5 Auckland Transport shall (a) report to the Council from time to time full details of any circumstances associated with the exercise by an Employee of a statutory warrant issued by the Council which may give rise to any liability for the Council and (b) direct its Employee(s) to report such details to the Council.

5 Amendment or Revocation of Delegation

- 5.1 The Council (at its sole discretion) may at any time revoke all or part of the Maritime Functions Delegated to Auckland Transport. If the Council decides to revoke a Delegation:
- (a) the Council will give Auckland Transport reasonable prior written notice of its decision to revoke such Delegation;
 - (b) if the revocation is of part only (but not all) of the Maritime Functions, the parties will amend Schedule 1 as necessary and the Council shall issue such new or amended Delegations as applicable;
 - (c) if the revocation is of all of the Maritime Functions, the parties will enter into a memorandum of understanding on terms and conditions similar to the MOU (to the extent applicable) to provide for the transfer from Auckland Transport to the Council of the Business Unit and the Assets; and
 - (d) the parties will do all things reasonably necessary to give effect to the revocation and transfer.
- 5.2 The Council (at its sole discretion) may at any time and from time to time delegate other functions (including any Retained Functions that can be delegated) to Auckland Transport or amend any Maritime Function Delegated to Auckland Transport. If the Council decides to delegate other functions or amend such Delegation:
- (a) the Council will give Auckland Transport reasonable prior written notice of its decision;
 - (b) the parties will amend Schedules 1 and 2 as necessary and the Council shall issue such new or amended Delegations as applicable; and
 - (c) the parties will do all things reasonably necessary to give effect to the revocation and transfer.



6 Retained Functions

- 6.1 The parties acknowledge and agree that the Council, notwithstanding the Transfer, shall retain with effect from the Completion Date legal responsibility for the Retained Functions.
- 6.2 To the extent that the contract of employment of the Harbourmaster or of any Employees terminates for any reason, or Auckland Transport appoints additional Employees to the Business Unit:
- (a) Auckland Transport shall notify the Council in writing of any such termination or appointment (as applicable), together with such details as the Council may reasonably require in relation to such termination, each new Employee or any proposed candidates for appointment as Harbourmaster; and
 - (b) the Council shall consider any new Employee appointed or any candidates proposed by Auckland Transport for appointment as Harbourmaster and, in consultation with Auckland Transport, issue such warrants or make such appointments as the Council may in its sole and absolute discretion determine.

7 Service Level Agreement

- 7.1 The parties acknowledge and agree that:
- (a) the effect of the delegation to Auckland Transport under this Agreement is that responsibility for delivery of the Maritime Functions will be undertaken by a different entity (Auckland Transport) from that responsible for governance (the Council); and that
 - (b) under section 17A(5) of the Local Government Act 2002, the Council must ensure that there is a contract or other agreement (the **Service Level Agreement**) that clearly specifies:
 - (i) the required service levels;
 - (ii) the performance measures and targets to be used to assess compliance with the required services levels;
 - (iii) how performance is to be assessed and reported;
 - (iv) how the costs of delivery are to be met;
 - (v) how any risks are to be managed;
 - (vi) what penalties for non-performance may be applied; and
 - (vii) how accountability is to be enforced.
- 7.2 The parties shall procure that their respective Representatives meet as soon as reasonably practicable after the Completion Date to negotiate in good faith the terms (including at a minimum those terms set out in clause 7.1(b)) of the Service Level Agreement, with the intent that the parties shall execute the Service Level Agreement no later than two (2) months after the Completion Date.

8 Miscellaneous

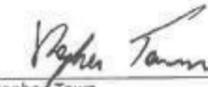
- 8.1 Clauses 13 and 15 to 25 inclusive of the MOU are hereby incorporated by reference and shall apply to this Agreement with the necessary modifications.

9 Governing law

- 9.1 This Agreement will be governed by, and construed in accordance with, the laws of New Zealand.
- 9.2 The parties hereby submit to the exclusive jurisdiction of the courts of New Zealand in respect of all matters arising out of this Agreement.

Execution

Signed by and on behalf of Auckland Council


Stephen Town
Chief Executive Officer

Signed by and on behalf of Auckland Transport


David Warburton
Chief Executive Officer



Schedule 1 – Maritime Functions

Maritime Transport Act 1994 ("MTA")	Relevant Provision
For the purposes of ensuring maritime safety, Auckland Transport may on behalf of Council — (a) erect, place, and maintain navigational aids in accordance with maritime rules (if any); (b) remove obstructions and impediments to navigation; (c) execute and maintain works that it considers likely to improve navigation.	s33I, MTA
For the purposes of ensuring maritime safety, Auckland Transport may on behalf of Council— (a) erect and maintain quays, docks, piers, wharves, jetties, and launching ramps; (b) carry out other works for improving, protecting, managing, or utilising the waters within its district; (c) carry out works to prevent the encroachment of waters within its district.	s33I, MTA
Auckland Transport may on behalf of Council: (a) require the owner of the wreck, or an agent of the owner, to remove the wreck within a time and in a manner satisfactory to Auckland Transport; (b) destroy, dispose of, remove, dispose of, remove, take possession of, or sell a wreck (or any part of it).	s33J, MTA
Auckland Transport shall on behalf of Council in relation to a wreck in the Region that is a hazard to navigation comply with a request from the Director of Maritime New Zealand to the Council to— (a) remove or deal with a wreck; or (b) cause the owner (of the wreck), or an agent of the owner to remove the wreck.	s33K, MTA
Auckland Transport may on behalf of Council remove, store, sell, or otherwise dispose of an abandoned ship.	s33L, MTA
Auckland Transport will be entitled on behalf of Council to retain all infringement fees received by it in respect of infringement offences issued by a harbourmaster or an enforcement officer under section 330 of the Maritime Transport Act 1994.	s33O, MTA
Auckland Transport may on behalf of Council exercise any powers, duties and functions associated with recovering and enforcing payment of fees and charges in respect of: (a) property owned by Council and operated for maritime-related purposes; (b) any function, duty, power, or service performed on behalf of Council in respect of any ship, maritime facility, maritime facility, offshore installation, pipeline, oil transfer site, navigational aid, or marine farm; (c) any maritime-related activities undertaken on behalf of Council; (d) In respect of navigation generally, including fees charged under the Navigation Safety Bylaw 2014.	s33R, MTA
Auckland Transport may on behalf of Council receive notice of any discharge or	s227, MTA

escape of a harmful substance in breach of section 226 of the Maritime Transport Act 1994 or of section 15B of the Resource Management Act 1991.	
Auckland Transport may on behalf of Council receive notice of any pollution incidents occurring within the region.	s228, MTA
Auckland Transport may on behalf of Council receive notice of the prospective arrival of any ship carrying oil or noxious liquid substance.	s229, MTA
Auckland Transport may on behalf of Council receive notice of transfer of oil or noxious liquid substances to or from ships.	s230, MTA
Auckland Transport shall on behalf of Council inform the Director of Maritime New Zealand of the matters about which it has been notified under sections 227, 228, 229, 230 and 299 of the Maritime Transport Act 1994.	s231, MTA
Auckland Transport shall on behalf of Council review the regional marine oil spill contingency plan and submit a draft regional marine oil spill contingency plan to the Director of Maritime New Zealand for his or her approval, not less frequently than every 3 years after its preparation, or its most recent review under this section, as the case may be.	s290, MTA
Auckland Transport shall on behalf of Council in preparing a draft marine oil spill contingency plan ensure that— (a) the draft plan is consistent with the New Zealand marine oil spill response strategy and the national marine oil spill contingency plan; and (b) the draft plan complies with any relevant requirements of the marine protection rules.	s291, MTA
Auckland Transport shall on behalf of Council forthwith upon being required by the Director of Maritime New Zealand to do so, include in, or omit from, the draft regional marine oil spill contingency plan submitted to the Director of Maritime New Zealand under section 289 or section 290 of the Maritime Transport Act 1994 such provisions as the Director of Maritime New Zealand may specify.	s292, MTA
Auckland Transport may on behalf of Council amend a regional marine oil spill contingency plan if the amendment is approved in writing by the Director of Maritime New Zealand.	s293, MTA
Where a regional marine oil spill contingency plan is prepared by the Director of Maritime New Zealand under section 295, Auckland Transport shall on behalf of the Council meet out of AT resources the costs of the Director of Maritime New Zealand in preparing the regional marine oil spill contingency plan.	s295, MTA
Auckland Transport may on behalf of Council receive notice where an oil spill cannot be contained and cleaned up with the resources available.	s299, MTA
Auckland Transport shall on behalf of the Council comply with any directions from a National On-Scene Commander in relation to a marine oil spill within the Region.	s302, MTA



Auckland Transport shall on behalf of the Council comply with any directions from the Minister of the Crown responsible for administration of the Maritime Transport Act 1994 in respect of the performance of any functions or duties or the exercise of any powers under Part 23 of the Maritime Transport Act 1994.	s310, MTA
Auckland Transport may on behalf of Council receive from the New Zealand Oil Pollution Fund: (a) the reasonable costs incurred by Auckland Transport on behalf of the Council (including the costs of the regional on-scene commander) in investigating a suspected marine oil spill and in controlling, dispersing, and cleaning up any marine oil spill; (b) the reasonable costs incurred by Auckland Transport on behalf of the Council in — (i) the performance of the other functions and duties and the exercise of the powers under Part 23; and (ii) taking steps to avoid marine oil spills	s331, MTA
Auckland Transport shall on behalf of the Council submit from time to time an expenditure budget to Maritime New Zealand in relation to the reasonable costs to be incurred by Auckland Transport on behalf of the Council in — (i) the performance of the other functions and duties and the exercise of the powers under Part 23; and (ii) taking steps to avoid marine oil spills.	s332, MTA
Auckland Transport may on behalf of Council as a marine agency recover from the owner of a ship the cost, including goods and services tax (if any), reasonably incurred by Auckland Transport on behalf of Council as a marine agency in dealing with— (a) a harmful substance that is discharged or escapes, or any waste or other matter that is dumped, from that ship into the internal waters of New Zealand or into New Zealand marine waters or on to the beds below those internal or marine waters; or (b) a harmful substance, if that harmful substance poses a grave and imminent threat of being discharged or escaping from that ship into the internal waters of New Zealand or into New Zealand marine waters or on to the beds below those internal or marine waters	s344, MTA
Auckland Transport may on behalf of Council as a marine agency recover from the owner of a ship the cost, including goods and services tax (if any), reasonably incurred by Auckland Transport on behalf of Council as a marine agency for any reasonable preventive measures taken to eliminate or reduce a grave and imminent threat that a harmful substance may be discharged or escape from that ship into the internal waters of New Zealand or into New Zealand marine waters or on to the beds below those internal or marine waters.	s345, MTA
Auckland Transport may on behalf of Council as a marine agency recover from the person in charge of a marine operation or the owner of a marine structure the cost, including goods and services tax (if any), reasonably incurred by Auckland	s385B, MTA

Transport on behalf of Council as a marine agency in dealing with— (a) a harmful substance that is discharged or escapes, or any waste or other matter that is dumped, from that marine operation or marine structure into the internal waters of New Zealand or into New Zealand continental waters or on to the beds below those internal or continental waters; or (b) a harmful substance, if that harmful substance poses a grave and imminent threat of being discharged or escaping from that marine operation or marine structure into the internal waters of New Zealand or into New Zealand continental waters or on to the beds below those internal or continental waters.	
Auckland Transport may on behalf of Council as a marine agency recover from the owner of a marine structure or the person in charge of a marine operation the cost, including goods and services tax (if any), reasonably incurred by Auckland Transport on behalf of Council as a marine agency for any reasonable preventive measures taken to eliminate or reduce a grave and imminent threat that a harmful substance may be discharged or escape from that ship into the internal waters of New Zealand or into New Zealand marine waters or on to the beds below those internal or marine waters.	s385C, MTA
Navigation Safety Bylaw 2014 Auckland Transport may on behalf of the Council exercise all powers, duties and functions of the Council under the Navigation Safety Bylaw 2014.	
Local Government Act 2002 ("LGA")	Relevant Provision
If the Council is authorised by a bylaw to do so, Auckland Transport may on behalf of Council: (a) remove or alter a work or thing that is, or has been, constructed in breach of a bylaw; and (b) recover the costs of removal of alternation from the person who committed the breach.	s163, LGA
Auckland Transport may on behalf of Council dispose of property seized and impounded under section 164 of the Local Government Act 2002 that has not been returned within 6 months after it was seized or impounded.	s168, LGA
For the purposes of doing anything that Auckland Transport can do on behalf of the Council under the Local Government Act 2002 or the Maritime Transport Act 1994, Auckland Transport may on behalf of Council enter occupied land or buildings in cases of emergency if— (a) there is a sudden emergency causing or likely to cause— (i) loss of life or injury to a person; or (ii) damage to property; or (iii) damage to the environment; or (b) there is danger to any works or adjoining property	s173, LGA



Schedule 2 – Retained Functions

Maritime Transport Act 1994	Relevant Provision
Power to appoint a harbourmaster for any port, harbour, or waters in the region	s33D, MTA (Part 3A)
Power to appoint enforcement officers, honorary enforcement officers and other authorised persons	s33G, MTA
All functions, duties and powers associated with making a navigation bylaw	s33M, MTA
Power to prescribe fees and charges in respect of: (a) property owned and operated for maritime-related purposes; (b) any function, duty, power, or service performed in respect of any ship, maritime facility, maritime facility, offshore installation, pipeline, oil transfer site, navigational aid, or marine farm; (c) any maritime-related activities undertaken; (d) in respect of navigation generally.	s33R, MTA
Power to transfer responsibilities to a council-controlled organisation or a port operator	s33X, MTA
Power to appoint regional on-scene commanders for the region	s318, MTA
Resource Management Act 1991	Relevant Provision
Power to appoint enforcement officers	s38, RMA
Local Government Act 2002	Relevant Provision
Power to appoint enforcement officers	s177, LGA



AUCKLAND COUNCIL DELEGATION TO AUCKLAND TRANSPORT IN RELATION TO OFF-STREET PARKING

Governing Body
25 June 2015



Governing Body
25 June 2015



Item 19

Attachment B

Attachment B: June 2015 Off-street Parking Delegation Terms

Auckland Council delegates A to Auckland Transport, excluding the prohibitions in B and subject to the conditions in C:

A. Delegations

1. All responsibilities, duties and powers relating to the management and control of off-street parking facilities owned by the Council including beaches and other public places managed or controlled by Council.

2. For the avoidance of doubt this includes delegated authority:

- a. in relation to all regulatory and enforcement decisions;
- b. in relation to the Council's functions and powers under all legislation and bylaws (including bylaws made by legacy Auckland local authorities) relating to off-street parking;
- c. to establish, modify and/or remove off-street parking restrictions and charges;
- d. in respect of any ancillary responsibilities, duties or powers necessary to give effect to this delegation;

B. Prohibitions

This delegation excludes:

1. power to establish new, or extend any existing, Council owned off-street parking facilities;

C. Conditions

These delegations are given subject to the following conditions:

1. all functions, powers and responsibilities must be exercised in accordance with relevant statutory and bylaw provisions;
2. without limiting condition 1, where a decision must be made by resolution (for example where a bylaw or legislation requires it), the decision must be made by the Board of Auckland Transport or by its Traffic Control Committee;
3. the exercise of the delegated powers must be in accordance with
 - a. Policies 2A and 2B contained in the 2015 Auckland Transport Parking Strategy (as approved at the same meeting as the Governing Body makes these delegations)
 - b. any council regulatory plan
4. In the case of off-street parking in Council local and regional parks, Council library carparks, associated with Council community facilities and beaches or public places controlled or managed by Council (and if there is any doubt about the categorisation of a particular carpark these terms apply):
 - a. the carparks, beaches and public places where parking restrictions are to apply will be specified by the appropriate manager, being
 - General Manager Licensing & Compliance Services for beaches and off-street parking associated with community facilities,
 - Manager, Parks, Sport and Recreation for off-street parking in council regional and local parks
 - Manager Libraries and Information for library carparks

- and advised to Auckland Transport;
 - b. the views and preferences of local boards must be taken into account.
 - c. Auckland Transport must provide a biannual report to the appropriate Council Manager in relation to the use of these delegated powers in any particular carparks (when requested to do so).
5. Auckland Transport will bear all costs; except for the costs of establishing parking restrictions including signage in Council local and regional parks, Council library carparks, and Council community facilities, which will be met by Council. Auckland Transport may retain the revenue associated with exercising this delegated authority. However, if a surplus is generated from this activity then Auckland Transport must use the surplus to offset its annual total funding requirement from Auckland Council.



DELEGATIONS IN RELATION TO AUCKLAND JOINT MODELLING CENTRE (JMAC) (commonly referred to as Auckland Forecasting Centre (AFC))

ATD 2019/06

Chief Executive's delegation in relation to Joint Modelling Application Centre (JMAC)

PURSUANT TO section 54 of the Local Government (Auckland Council) Act 2009 –

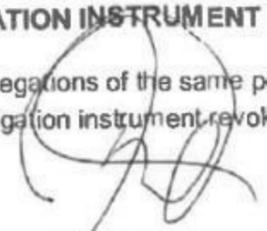
I, Shane Ellison, Chief Executive of Auckland Transport, hereby make the delegations set out below in relation to the Auckland Joint Modelling Application Centre ("JMAC") (commonly known as the Auckland Forecasting Centre). These delegations are made with reference to the Partnering Agreement for the Operation of JMAC ("JMAC Partnering Agreement") entered into by Auckland Transport on 3 October 2014.

1. I nominate the Executive General Manager Planning and Investment of Auckland Transport to act as my representative to attend and contribute to JMAC Board meetings on my behalf.
2. I delegate to the Executive General Manager Planning and Investment of Auckland Transport all powers, functions and duties that I hold in my capacity as a JMAC Board member, including, but not limited to, the following:
 - a. governing the activities of JMAC so as to achieve the goals of JMAC;
 - b. approving the JMAC Annual Business Plan on behalf of Auckland Transport;
 - c. approving the JMAC Annual Budget on behalf of Auckland Transport (including ensuring Auckland Transport's approval of its respective contribution to the JMAC Annual Budget);
 - d. approving the provision of additional non-financial inputs to JMAC on behalf of Auckland Transport;
 - e. managing any disagreement in relation to the JMAC Partnering Agreement on behalf of Auckland Transport.
3. This delegation excludes any power to terminate the JMAC Partnering Agreement on behalf of Auckland Transport.
4. The powers, functions and duties delegated under this instrument may not be sub-delegated.
5. For the avoidance of doubt, in exercising any of the powers, functions or duties delegated under this instrument, the Executive General Manager Planning and Investment is subject to any financial delegations applying to that role at the time.

THIS DELEGATION INSTRUMENT TAKES EFFECT on the date it is signed and continues in effect until revoked in writing by me (or any subsequent chief executive of Auckland Transport).

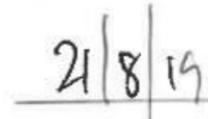
All previous delegations of the same powers, duties and functions covered by this delegation instrument are revoked from the date that this delegation instrument takes effect. For the avoidance of doubt, this delegation instrument revokes ATDI (CE) 2018/02.

Signed:



Shane Ellison
Chief Executive
Auckland Transport

Date:



21/8/19

