



TE KAUNIHERA O TE AWA KAIRANGI

13 November 2025

Order Paper for Council meeting to be held in the
Council Chambers, 2nd Floor, 30 Laings Road, Lower Hutt,
on:

Thursday 20 November 2025 commencing at 2:00pm

The meeting will be livestreamed on Council's You Tube page.

Membership

Mayor K Laban (Chair)
Deputy Mayor K Brown

Cr G Barratt	Cr B Dyer
Cr S Edwards	Cr T Lewis
Cr A Mitchell	Cr C Parkin
Cr TA Puketapu	Cr P Ravi
Cr N Shaw	Cr T Stallinger
Cr M Tonga-Grant	Cr K Yung

For the dates and times of Council Meetings please visit www.huttcity.govt.nz

Have your say

You can speak under public comment to items on the agenda to the Mayor and Councillors at this meeting. Please let us know by noon the working day before the meeting. You can do this by emailing DemocraticServicesTeam@huttcity.govt.nz or calling the Democratic Services Team on 04 570 6666 | 0800 HUTT CITY

TE KAUNIHERA O TE AWA KAIRANGI | HUTT CITY COUNCIL

Ordinary meeting to be held in the Council Chambers, 2nd Floor, 30 Laings Road,
Lower Hutt on
Thursday 20 November 2025 commencing at 2:00pm.

ORDER PAPER

PUBLIC BUSINESS

1. OPENING FORMALITIES - KARAKIA KAUNIHERA

Tuia te mana akiaki	<i>Sow the seeds of courage</i>
Rarangahia te mana rangatira	<i>Weave the power of unity</i>
Kia tipu, kia puāwai	<i>To grow and prosper</i>
E ripo ngā wai	<i>There are ripples in</i>
O Te Awa Kairangi	<i>Te Awa Kairangi</i>
He Kaitiaki ki te whenua	<i>There are Kaitiaki on the land</i>
He oranga taiao	<i>Protected environment</i>
He oranga tangata	<i>Thriving people</i>
Haumi e, hui e Taiki e!	<i>Connected, united, affirmed!</i>

2. APOLOGIES

No apologies have been received.

3. PUBLIC COMMENT

Generally, up to 30 minutes is set aside for public comment (three minutes per speaker on items appearing on the agenda). Speakers may be asked questions on the matters they raise.

4. MAYORAL STATEMENT

5. CONFLICT OF INTEREST DECLARATIONS

Members are reminded of the need to be vigilant to stand aside from decision making when a conflict arises between their role as a member and any private or other external interest they might have.

6. MINUTES

Meeting minutes Extraordinary Meeting of Council, 29 October 2025 5

7. DECISIONS MADE UNDER CHIEF EXECUTIVE DELEGATION

Memorandum dated 4 November 2025 by the Chief Executive 41

MAYOR'S RECOMMENDATION:

"That the recommendations contained in the report be endorsed."

8. **TIAKI WAI METROWATER LIMITED - APPROVAL OF FOUNDATION DOCUMENTS**

Report No. HCC2025/5/291 by the Strategic Advisor 43

MAYOR'S RECOMMENDATION:

"That the recommendations contained in the report be endorsed."

9. **PROPOSED TEMPORARY ROAD CLOSURES: STOKES VALLEY CHRISTMAS PARADE (2025 - 2027)**

Report No. HCC2025/5/278 by the Traffic Engineer 124

MAYOR'S RECOMMENDATION:

"That the recommendations contained in the report be endorsed."

10. **2025-2028 TRIENNIUM COUNCILLORS' REMUNERATION**

Report No. HCC2025/5/280 by the Mayor 134

11. **APPOINTMENTS TO COUNCIL COMMITTEES, SUBCOMMITTEES, CCOS AND OTHER BODIES**

Report No. HCC2025/5/279 by the Democracy Advisor 140

MAYOR'S RECOMMENDATION:

"That the recommendations contained in the report be endorsed."

12. **GOVERNANCE ARRANGEMENTS FOR THE 2025-2028 TRIENNIUM**

Report to be separately circulated.

13. **INTERIM DELEGATIONS TO COMMUNITY BOARDS FOR 2025-2026**

Report No. HCC2025/5/281 by the Head of Democratic Services 150

MAYOR'S RECOMMENDATION:

"That the recommendations contained in the report be endorsed."

14. **PROPOSED MEETING SCHEDULE FOR 2026**

Report No. HCC2025/5/293 by the Senior Democracy Advisor 158

MAYOR'S RECOMMENDATION:

"That the recommendations contained in the report be endorsed."

15. APPOINTMENT AND REMUNERATION OF DIRECTORS POLICY

Report No. HCC2025/5/292 by the Chief Legal Officer

175

MAYOR'S RECOMMENDATION:

"That the recommendations contained in the report be endorsed."

16. ELECTED MEMBER SUPPORT POLICY

Report No. HCC2025/5/294 by the Elected Member Support Coordinator

184

MAYOR'S RECOMMENDATION:

"That the recommendations contained in the report be endorsed."

17. QUESTIONS

With reference to section 32 of Standing Orders, before putting a question a member shall endeavour to obtain the information. Questions shall be concise and in writing and handed to the Chair prior to the commencement of the meeting.

18. CLOSING FORMALITIES - KARAKIA WHAKAMUTUNGA

Unuhia!	<i>Release us from the supreme sacredness</i>
Unuhia!	<i>of our tasks</i>
Unuhia i te uru-tapu-nui	<i>To be clear and free</i>
Kia wātea, kia māmā	<i>in heart, body and soul in our continuing</i>
Te ngākau, te tinana, te wairua i	<i>journey</i>
te ara takatū	<i>Oh Rongo, raise these words up high</i>
Koia rā e Rongo whakairihia ake	<i>so that we be cleansed and be free,</i>
ki runga	<i>Yes indeed, we are free!</i>
Kia wātea, kia wātea!	<i>Good and peaceful</i>
Ae rā, kua wātea!	
Hau, pai mārīre.	

Kate Glanville

SENIOR DEMOCRACY ADVISOR

TE KAUNIHERA O TE AWA KAIRANGI | HUTT CITY COUNCIL

Minutes of the inaugural meeting of
Te Kaunihera o Te Awa Kairangi | Hutt City Council for the 2025-2028 triennium
held in the Lower Hutt Town Hall, 32 Laings Road, Lower Hutt, on
Wednesday 29 October 2025 commencing at 5:30pm

To watch the livestream of the meeting, please click on the link here: [Mayoral Inauguration Ceremony 2025](#)

PRESENT:

Mayor Fauono K Laban (Chair)	Deputy Mayor K Brown
Cr G Barratt	Cr B Dyer
Cr S Edwards	Cr T Lewis
Cr A Mitchell	Cr C Parkin
Cr TA Puketapu	Cr P Ravi
Cr N Shaw	Cr T Stallinger
Cr M Tonga-Grant	Cr K Yung

APOLOGIES:

There were no apologies.

IN ATTENDANCE:

J Chaston, Eastbourne Community Board
M Gibbons, Eastbourne Community Board
B Hainsworth, Eastbourne Community Board
E Keddell, Eastbourne Community Board
B Spedding, Eastbourne Community Board
L Bingley, Wainuiomata Community Board
D Chrisp, Wainuiomata Community Board
A Ryall, Wainuiomata Community Board
L Sagaga, Wainuiomata Community Board
V Sagaga, Wainuiomata Community Board
N Smith, Wainuiomata Community Board
J Miller, Chief Executive
K Butler-Hare, Tumuaki Māori
C Ellis, Head of Chief Executive's Office
K Glanville, Senior Democracy Advisor

PUBLIC BUSINESS

1. OPENING FORMALITIES - KARAKIA TIMATANGA

The Tumuaki Māori opened the meeting with a karakia.

2. **CHIEF EXECUTIVE'S WELCOME**

“MPs, members, Iwi, VIPs, High Chiefs, whānau and friends, welcome to the Swearing-In Ceremony of the Hutt City Council for the 2025-2028 triennium. Thank you to Councillor-elect of Greater Wellington Regional Council Gabriel Tupou for the wonderful singing of the National Anthem. We will now move into the formalities.

I would now like to invite Mayor-elect Fauono Ken Laban to make his statutory declaration.”

3. **STATUTORY DECLARATION BY THE MAYOR ELECT**

Mayor Fauono Ken Laban made the statutory declaration required by Clause 14, Schedule 7 of the Local Government Act 2022, which was witnessed by the Chief Executive, attached as page 6 to the minutes.

The Chief Executive said, “Mayor Fauono Ken Laban, you have been elected under the terms of the Local Government Act 2002, Mayor of Te Awa Kairangi ki Tai Lower Hutt; it is now my privilege and pleasure to invest you with the insignia of your office.

As this Korowai is placed upon you, it carries the trust and mandate of the community, their collective strength, unity, and aroha woven within its fibres. Like the feathers adorning a bird, it embodies beauty, protection, and purpose, enabling flight toward a shared future.

In every occasion you lead or represent this city, may you be reminded that the people are wrapped around you, their hopes, values, and aspirations guiding your path. Together, the Korowai and chain of office symbolise the honour, responsibility, and mana carried in service to the community.

The chain, which will now be placed around your neck, has a two-fold significance.

The wearing of the Chain of Office effectively ensures that such functions, be they business meetings or ceremonial occasions, are conducted with credit to the Council and honour to the community. It is not only a mark of distinction and favour but also an emblem of servitude. So, this chain is to remind you that you are always the servant of the people, and that it will always be your duty to serve them to the utmost of your power and ability.

I want to take this opportunity to assure you and your Council of the utmost cooperation of the officers of Council during your term of office. Officers look forward to working with you to achieve our purpose of a connected, resilient, and inclusive city where all our people thrive. Serving you and our community is truly rewarding, knowing across all our roles, we're making a genuine difference to Te Awa Kairangi ki Tai Lower Hutt.

You are now installed as the Mayor of this City, and we wish you a successful term of office."

4. STATUTORY DECLARATION BY THE COUNCILLORS ELECT

The Chief Executive invited the Councillors elect to come forward to read their declarations.

Councillors K Brown, G Barratt, B Dyer, S Edwards, T Lewis, A Mitchell, C Parkin, TA Puketapu, P Ravi, N Shaw, T Stallinger, M Tonga-Grant and K Yung made the statutory declarations required by Clause 14, Schedule 7 of the Local Government Act 2002, which were witnessed by Mayor Fauono Laban attached as pages 7- 19 to the minutes.

5. STATUTORY DECLARATION BY MEMBERS ELECT OF THE EASTBOURNE AND WAINUIOMATA COMMUNITY BOARDS

The Chief Executive invited the Community Board members elect to come forward to read their declarations.

J Chaston, M Gibbons, B Hainsworth, E Keddell, B Spedding and Councillor T Lewis for the Eastbourne Community Board and L Bingley, D Chrisp, A Ryall, L Sagaga, V Sagaga, N Smith, Deputy Mayor K Brown and Councillor TA Puketapu for the Wainuiomata Community Board made the statutory declarations required by Clause 14, Schedule 7 of the Local Government Act 2002, which were witnessed by Mayor Fauono Laban attached as pages 20- 33 to the minutes.

6. ADDRESS BY THE MAYOR

Mayor Fauono Laban delivered his inaugural address, attached as pages 34-36 to the minutes.

7. **STATUTORY BRIEFING**

Report No. HCC2025/5/260 by the Chief Legal Officer

The Chief Executive elaborated on the report.

RESOLVED: (Mayor Laban/Cr Barratt)

Minute No. C 25501

"That Council notes the legislative provisions affecting members."

8. **APPOINTMENT OF DEPUTY MAYOR**

Deputy Mayor Brown delivered her inaugural address.

RESOLVED: (Mayor Laban/Cr Lewis)

Minute No. C 25502

"That Council:

- (1) notes that under section 41A of the Local Government Act 2002, Mayor Fauono Laban has the formal power to appoint a Deputy Mayor; and*
- (2) endorses Mayor Fauono Laban's decision to appoint Cr Keri Brown as Deputy Mayor of Hutt City Council for the 2025-2028 triennium."*

9. **FIXING OF THE DATES AND TIMES FOR COUNCIL MEETINGS 2025**

RESOLVED: (Mayor Laban/Deputy Mayor Brown)

Minute No. C 25503

"That Council agrees to hold:

- (1) an ordinary meeting of the Hutt City Council in the Council Chambers, 30 Laings Road, Lower Hutt, on Thursday 20 November 2025 commencing at 2.00pm;*
- (2) an ordinary Committee meeting in the Council Chambers, 30 Laings Road, Lower Hutt on Tuesday 16 December 2025 commencing at 9.00am; and*
- (3) an additional ordinary meeting of the Hutt City Council in the Council Chambers, 30 Laings Road, Lower Hutt on Tuesday 16 December 2025 commencing at 12.00pm."*

10. **CLOSING FORMALITIES - KARAKIA WHAKAMUTUNGA**

The Tumuaki Māori closed the meeting with a karakia.

There being no further business, the meeting was closed at 6.44 pm.

K Laban
MAYOR FAUONO

CONFIRMED as a true and correct record
Dated this 20th day of November 2025



Hutt City Council

Declaration By Mayor

*I, **Kenneth Charles Laban**, declare that I will faithfully and impartially, and according to the best of my skill and judgement, and with the help of God, execute and perform, in the best interests of Lower Hutt City, the powers, authorities and duties vested in, or imposed upon, me as Mayor of the Hutt City Council by virtue of the Local Government Act 2002, the Local Government Official Information and Meetings Act 1987, or any other Act.*

Dated at Lower Hutt this 29th day of October 2025

Signature:

A handwritten signature in black ink, appearing to read 'K. Laban', written over a horizontal dotted line.

Signed in the presence of:

A handwritten signature in black ink, appearing to read 'Jo Miller', written over a horizontal dotted line.

Jo Miller, Chief Executive



Hutt City Council

Declaration By Member

*I, **Keri-Anne Pania Brown**, declare that I will faithfully and impartially, and according to the best of my skill and judgement, execute and perform, in the best interests of Lower Hutt City, the powers, authorities and duties vested in, or imposed upon, me as member of the Hutt City Council by virtue of the Local Government Act 2002, the Local Government Official Information and Meetings Act 1987, or any other Act.*

Dated at Lower Hutt this 29th day of October 2025

Signature:

A handwritten signature in black ink, appearing to be 'Keri-Anne', written over a dotted line.

Signed in the presence of:

A handwritten signature in black ink, appearing to be 'John', written over a dotted line.
Mayor



Hutt City Council

Declaration By Member

*I, **Glenda Barratt**, declare that I will faithfully and impartially, and according to the best of my skill and judgement, and with the help of God, execute and perform, in the best interests of Lower Hutt City, the powers, authorities and duties vested in, or imposed upon, me as member of the Hutt City Council by virtue of the Local Government Act 2002, the Local Government Official Information and Meetings Act 1987, or any other Act.*

Dated at Lower Hutt this 29th day of October 2025

Signature:

A handwritten signature in dark ink, appearing to read 'Glenda Barratt', written over a horizontal line.

Signed in the presence of:

A handwritten signature in dark ink, written over a horizontal line. Below the signature, the word 'Mayor' is printed.

Mayor



Hutt City Council

Declaration By Member

*I, **Brady Dyer**, declare that I will faithfully and impartially, and according to the best of my skill and judgement, execute and perform, in the best interests of Lower Hutt City, the powers, authorities and duties vested in, or imposed upon, me as member of the Hutt City Council by virtue of the Local Government Act 2002, the Local Government Official Information and Meetings Act 1987, or any other Act.*

Dated at Lower Hutt this 29th day of October 2025

Signature:

A handwritten signature in black ink, appearing to be 'Brady Dyer', is written over a dotted line.

Signed in the presence of:

A handwritten signature in black ink is written over a dotted line. Below the signature, the word 'Mayor' is printed.



Hutt City Council

Declaration By Member

*I, **Simon Christopher Edwards**, declare that I will faithfully and impartially, and according to the best of my skill and judgement, and with the help of God, execute and perform, in the best interests of Lower Hutt City, the powers, authorities and duties vested in, or imposed upon, me as member of the Hutt City Council by virtue of the Local Government Act 2002, the Local Government Official Information and Meetings Act 1987, or any other Act.*

Dated at Lower Hutt this 29th day of October 2025

Signature:

A handwritten signature in black ink, appearing to be 'S. Edwards', written over a dotted line.

Signed in the presence of:

A handwritten signature in black ink, appearing to be 'M. [unclear]', written over a dotted line.
Mayor



Hutt City Council

Declaration By Member

*I, **Tui Lewis**, declare that I will faithfully and impartially, and according to the best of my skill and judgement, and with the help of God, execute and perform, in the best interests of Lower Hutt City, the powers, authorities and duties vested in, or imposed upon, me as member of the Hutt City Council by virtue of the Local Government Act 2002, the Local Government Official Information and Meetings Act 1987, or any other Act.*

Dated at Lower Hutt this 29th day of October 2025

Signature:

Lewis

Signed in the presence of:

[Signature]
Mayor



Hutt City Council

Declaration By Member

*I, **Andrew Stewart Mitchell**, declare that I will faithfully and impartially, and according to the best of my skill and judgement, execute and perform, in the best interests of Lower Hutt City, the powers, authorities and duties vested in, or imposed upon, me as member of the Hutt City Council by virtue of the Local Government Act 2002, the Local Government Official Information and Meetings Act 1987, or any other Act.*

Dated at Lower Hutt this 29th day of October 2025

Signature:

Andrew Mitchell

Signed in the presence of:

[Signature]
Mayor



Hutt City Council

Declaration By Member

*I, **Christopher Tristan Parkin**, declare that I will faithfully and impartially, and according to the best of my skill and judgement, and with the help of God, execute and perform, in the best interests of Lower Hutt City, the powers, authorities and duties vested in, or imposed upon, me as member of the Hutt City Council by virtue of the Local Government Act 2002, the Local Government Official Information and Meetings Act 1987, or any other Act.*

Dated at Lower Hutt this 29th day of October 2025

Signature:

Signed in the presence of:

Mayor



Hutt City Council

Declaration By Member

*Ko au, ko **Te Awa Puketapu**, e tauākī ana, ki ōku e whakapono ana, ka tutuki i a au ngā kawenga katoa hei painga mō te tāone o Te Awa Kairangi ki Tai, i runga i te mana kua riro i a au hei mema o te Kaunihera o Te Awa Kairangi, i raro i te Ture Kāwanatanga ā-Rohe rua mano mā rua, i te Ture Pārongo, Huinga Kāwanatanga Ōkawa ā-Rohe kotahi mano, e iwa rau, e waru tekau mā whitu, i ētēhi atu ture rānei.*

He mea whakaū tēnei i Te Awa Kairangi ki Tai i tēnei rā, te rua tekau mā iwa o Noema i te tau rua mano, rua tekau mā rima.

Waitohu:

Waitohu mai ki mua i:

Te Koromatua



Hutt City Council

Declaration By Member

நான், பிரபாவதி ரவி,
இறைவனின் அருளால், எனது அறிவும் தீர்க்கத்திறனும்
முழுமையாகப் பயன்படுத்தி,
நேர்மையுடன் மற்றும் பாகுபாடின்றி,
லோயர் ஹட் நகரின் நலனுக்காக,
எனக்கு வழங்கப்பட்ட அல்லது என்மேல் விதிக்கப்பட்ட
அதிகாரங்கள், பொறுப்புகள் மற்றும் கடமைகளை
2002 ஆம் ஆண்டின் Local Government Act, 1987 ஆம் ஆண்டின்
Local Government Official Information and Meetings Act,
அல்லது பிற சட்டங்களின் அடிப்படையில்,
ஹட் சிட்டி கவுன்சிலின் உறுப்பினராக,
நேர்மையாகவும் முழுமையாகவும் நிறைவேற்றுவதாக
பிரமாணம் செய்கிறேன்.

Dated at Lower Hutt this 29th day of October 2025

Signature:

Signed in the presence of:

Mayor



Hutt City Council

Declaration By Member

*I, **Naomi Shaw**, declare that I will faithfully and impartially, and according to the best of my skill and judgement, execute and perform, in the best interests of Lower Hutt City, the powers, authorities and duties vested in, or imposed upon, me as member of the Hutt City Council by virtue of the Local Government Act 2002, the Local Government Official Information and Meetings Act 1987, or any other Act.*

Dated at Lower Hutt this 29th day of October 2025

Signature:

A handwritten signature in cursive script, appearing to read 'Naomi Shaw', is written over a dotted line.

Signed in the presence of:

A handwritten signature in cursive script is written over a dotted line. Below the signature, the word 'Mayor' is printed.



Hutt City Council

Declaration By Member

*I, **Antony John Stallinger**, declare that I will faithfully and impartially, and according to the best of my skill and judgement, and with the help of God, execute and perform, in the best interests of Lower Hutt City, the powers, authorities and duties vested in, or imposed upon, me as member of the Hutt City Council by virtue of the Local Government Act 2002, the Local Government Official Information and Meetings Act 1987, or any other Act.*

Dated at Lower Hutt this 29th day of October 2025

Signature:

A handwritten signature in black ink, appearing to read 'AS Stallinger', written over a dotted line.

Signed in the presence of:

A handwritten signature in black ink, written over a dotted line. Below the signature, the word 'Mayor' is printed.



Hutt City Council

Declaration By Member

*Ko au **Mele Tonga-Grant** 'oku ou fakapapau teu faitotonu pea ke taau 'o fakatatau ki he poto mo e 'ilome'a 'oku ou malava, 'i he tokoni mai 'a e 'Otua. Ke matua'i mo paotoloaki ma'ae lelei fakalukufua 'a e vahenga Lower Hutt, 'i he ivi mafai mo e ngaahi fatongia kuo tuku atu meiate au koe mēmipa 'o e Council 'a vāhenga Lower Hutt 'o fakatatau ki he lao fakapule'anga Fakakolo 'o e 2002, pea mo e lao ki he Ngaahi Fakataha Pule'anga Fakakolo 1987, pe ko ha lao kehe.*

Dated at Lower Hutt this 29th day of October 2025

Signature:

Signed in the presence of:

Mayor



Hutt City Council

Declaration By Member

*I, **Karen Yung**, declare that I will faithfully and impartially, and according to the best of my skill and judgement, and with the help of God, execute and perform, in the best interests of Lower Hutt City, the powers, authorities and duties vested in, or imposed upon, me as member of the Hutt City Council by virtue of the Local Government Act 2002, the Local Government Official Information and Meetings Act 1987, or any other Act.*

Dated at Lower Hutt this 29th day of October 2025

Signature:

A handwritten signature in black ink, appearing to read 'K Yung', is written over a horizontal dotted line.

Signed in the presence of:

A handwritten signature in black ink is written over a horizontal dotted line. Below the signature, the word 'Mayor' is printed.



Eastbourne Community Board

Declaration By Member

*I, **Jeremy Colin Chaston**, declare that I will faithfully and impartially, and according to the best of my skill and judgement, execute and perform, in the best interests of the Eastbourne Community, the powers, authorities and duties vested in, or imposed upon, me as member of the Eastbourne Community Board by virtue of the Local Government Act 2002, the Local Government Official Information and Meetings Act 1987, or any other Act.*

Dated at Lower Hutt this 29th day of October 2025

Signature:

A handwritten signature in black ink, appearing to be 'J. Chaston', written over a dotted line.

Signed in the presence of:

A handwritten signature in black ink, written over a dotted line.
Mayor



Eastbourne Community Board

Declaration By Member

*I, **Murray Gordon Gibbons**, declare that I will faithfully and impartially, and according to the best of my skill and judgement, and with the help of God, execute and perform, in the best interests of the Eastbourne Community, the powers, authorities and duties vested in, or imposed upon, me as member of the Eastbourne Community Board by virtue of the Local Government Act 2002, the Local Government Official Information and Meetings Act 1987, or any other Act.*

Dated at Lower Hutt this 29th day of October 2025

Signature:

Handwritten signature of Murray Gordon Gibbons in cursive script.

Signed in the presence of:

Handwritten signature of the Mayor in cursive script.
Mayor



Eastbourne Community Board

Declaration By Member

*I, **Benjamin Elliot Hainsworth**, declare that I will faithfully and impartially, and according to the best of my skill and judgement, execute and perform, in the best interests of the Eastbourne Community, the powers, authorities and duties vested in, or imposed upon, me as member of the Eastbourne Community Board by virtue of the Local Government Act 2002, the Local Government Official Information and Meetings Act 1987, or any other Act.*

Dated at Lower Hutt this 29th day of October 2025

Signature:

A handwritten signature in black ink, appearing to be 'Benjamin Elliot Hainsworth', is written over a horizontal dotted line.

Signed in the presence of:

A handwritten signature in black ink is written over a horizontal dotted line. Below the signature, the word 'Mayor' is printed in a small, bold font.



Eastbourne Community Board

Declaration By Member

*I, **Emily Keddel**, declare that I will faithfully and impartially, and according to the best of my skill and judgement, and with the help of God, execute and perform, in the best interests of the Eastbourne Community, the powers, authorities and duties vested in, or imposed upon, me as member of the Eastbourne Community Board by virtue of the Local Government Act 2002, the Local Government Official Information and Meetings Act 1987, or any other Act.*

Dated at Lower Hutt this 29th day of October 2025

Signature:

A handwritten signature in dark ink, appearing to read 'Emily Keddel', is written over a horizontal dotted line.

Signed in the presence of:

A handwritten signature in dark ink is written over a horizontal dotted line. Below the signature, the word 'Mayor' is printed.

Mayor



Eastbourne Community Board

Declaration By Member

*I, **Norman Bruce Spedding**, declare that I will faithfully and impartially, and according to the best of my skill and judgement, execute and perform, in the best interests of the Eastbourne Community, the powers, authorities and duties vested in, or imposed upon, me as member of the Eastbourne Community Board by virtue of the Local Government Act 2002, the Local Government Official Information and Meetings Act 1987, or any other Act.*

Dated at Lower Hutt this 29th day of October 2025

Signature:

A handwritten signature in black ink, appearing to read 'NBS', is written over a horizontal dotted line.

Signed in the presence of:

A handwritten signature in black ink is written over a horizontal dotted line. Below the signature, the word 'Mayor' is printed.



Eastbourne Community Board

Declaration By Member

*I, **Tui Lewis**, declare that I will faithfully and impartially, and according to the best of my skill and judgement, and with the help of God, execute and perform, in the best interests of the Eastbourne Community, the powers, authorities and duties vested in, or imposed upon, me as member of the Eastbourne Community Board by virtue of the Local Government Act 2002, the Local Government Official Information and Meetings Act 1987, or any other Act.*

Dated at Lower Hutt this 29thth day of October 2025

Signature:

Signed in the presence of:

Mayor



Wainuiomata Community Board

Declaration By Member

*I, **Lesa Joyce Bingley**, declare that I will faithfully and impartially, and according to the best of my skill and judgement, and with the help of God, execute and perform, in the best interests of the Wainuiomata Community, the powers, authorities and duties vested in, or imposed upon, me as member of the Wainuiomata Community Board by virtue of the Local Government Act 2002, the Local Government Official Information and Meetings Act 1987, or any other Act.*

Dated at Lower Hutt this 29th day of October 2025

Signature:

L. Bingley

Signed in the presence of:

[Signature]
Mayor



Wainuiomata Community Board

Declaration By Member

*I, **Daniel James Chrisp**, declare that I will faithfully and impartially, and according to the best of my skill and judgement, and with the help of God, execute and perform, in the best interests of the Wainuiomata Community, the powers, authorities and duties vested in, or imposed upon, me as member of the Wainuiomata Community Board by virtue of the Local Government Act 2002, the Local Government Official Information and Meetings Act 1987, or any other Act.*

Dated at Lower Hutt this 29th day of October 2025

Signature:

A handwritten signature in black ink, appearing to read 'Daniel James Chrisp', written over a horizontal dotted line.

Signed in the presence of:

A handwritten signature in black ink, written over a horizontal dotted line. Below the signature, the word 'Mayor' is printed in a small, sans-serif font.



Wainuiomata Community Board

Declaration By Member

*I, **Anaru Ryall**, declare that I will faithfully and impartially, and according to the best of my skill and judgement, execute and perform, in the best interests of the Wainuiomata Community, the powers, authorities and duties vested in, or imposed upon, me as member of the Wainuiomata Community Board by virtue of the Local Government Act 2002, the Local Government Official Information and Meetings Act 1987, or any other Act.*

Dated at Lower Hutt this 29th day of October 2025

Signature:

A handwritten signature in dark ink, appearing to be 'Anaru Ryall', written over a horizontal dotted line.

Signed in the presence of:

A handwritten signature in dark ink, written over a horizontal dotted line. Below the signature, the word 'Mayor' is printed in a small, sans-serif font.



Wainuiomata Community Board

Declaration By Member

*I, **Lahraine Sagaga**, declare that I will faithfully and impartially, and according to the best of my skill and judgement, execute and perform, in the best interests of the Wainuiomata Community, the powers, authorities and duties vested in, or imposed upon, me as member of the Wainuiomata Community Board by virtue of the Local Government Act 2002, the Local Government Official Information and Meetings Act 1987, or any other Act.*

Dated at Lower Hutt this 29th day of October 2025

Signature:

A handwritten signature in black ink, appearing to be 'L. Sagaga', written over a horizontal dotted line.

Signed in the presence of:

A handwritten signature in black ink, written over a horizontal dotted line. Below the signature, the word 'Mayor' is printed.



Wainuiomata Community Board

Declaration By Member

*I, **Vatau Sagaga**, declare that I will faithfully and impartially, and according to the best of my skill and judgement, execute and perform, in the best interests of the Wainuiomata Community, the powers, authorities and duties vested in, or imposed upon, me as member of the Wainuiomata Community Board by virtue of the Local Government Act 2002, the Local Government Official Information and Meetings Act 1987, or any other Act.*

Dated at Lower Hutt this 29th day of October 2025

Signature:

A handwritten signature in black ink, consisting of a large 'V' and 'S' followed by a horizontal line.

Signed in the presence of:

A handwritten signature in black ink, consisting of a large 'M' and 'A' followed by a horizontal line.
Mayor



Wainuiomata Community Board

Declaration By Member

*I, **Nicola Smith**, declare that I will faithfully and impartially, and according to the best of my skill and judgement, execute and perform, in the best interests of the Wainuiomata Community, the powers, authorities and duties vested in, or imposed upon, me as member of the Wainuiomata Community Board by virtue of the Local Government Act 2002, the Local Government Official Information and Meetings Act 1987, or any other Act.*

Dated at Lower Hutt this 29th day of October 2025

Signature:

Smith

Signed in the presence of:

[Signature]
Mayor



Wainuiomata Community Board

Declaration By Member

*I, **Keri-Anne Pania Brown**, declare that I will faithfully and impartially, and according to the best of my skill and judgement, execute and perform, in the best interests of the Wainuiomata Community, the powers, authorities and duties vested in, or imposed upon, me as member of the Wainuiomata Community Board by virtue of the Local Government Act 2002, the Local Government Official Information and Meetings Act 1987, or any other Act.*

Dated at Lower Hutt this 29th day of October 2025

Signature:

A handwritten signature in black ink, appearing to be 'Keri-Anne Pania Brown', written over a dotted line.

Signed in the presence of:

A handwritten signature in black ink, appearing to be 'Chris', written over a dotted line. Below the signature, the word 'Mayor' is printed.



Wainuiomata Community Board

Declaration By Member

*Ko au, ko **Te Awa Puketapu**, e tauākī ana, ki ōku e whakapono ana, ka tutuki i a au ngā kawenga katoa hei painga mō te hāpori o Wainuiomata, i runga i te mana kua riro i a au hei mema o te Poari Hapori o Wainuiomata, i raro i te Ture Kāwanatanga ā-Rohe rua mano mā rua, i te Ture Pārongo, Huinga Kāwanatanga Ōkawa ā-Rohe kotahi mano, e iwa rau, e waru tekau mā whitu, i ētēhi atu ture rānei.*

He mea whakaū tēnei i Te Awa Kairangi ki Tai i tēnei rā, te rua tekau mā iwa o Noema i te tau rua mano, rua tekau mā rima.

Waitohu:

Waitohu mai ki mua i:

Te Koromatua

Kura Moeahu once said to me, “today we stand on the sacred mat of our ancestry” and tonight for all of us it’s about our families our communities and our whakapapa.

Tēnā koutou katoa, talofa lava, namaste, ni hāo, mālō e lelei and warm greetings to everyone.

Tui noa, tui noa

Ngā maunga e tū nei

Ko Ōpahu e rere nei

Ko Te Raukura ki runga

Tihei Mauri Ora

Kei te mana whenua, Te Āti Awa, Taranaki Whānui, Ngāti Toa Rangatira, e papaki ana ngā tai o mihi ki a koutou.

In acknowledging the mana whenua of this land, we honour your deep connection to this whenua and thank you for your enduring guardianship and generosity and welcoming communities to share in its future.

E muamua ona ou ta le vai afei ma ou fa’atulou I le paia lasilasi ua fa’atasi mai. Tulou ou ponao’o Samoan I le afio o Tupu ma E’e. Tulou ou Faleupolu. Tulou auauna a le Atua. Ou te fa’atalofa atu i le Paia ma le mamalu o le aso. The foundation has been laid, and now our task is to build upon it – with respect, trust, and shared purpose.

I want to begin by welcoming everyone here tonight – Samoan High Chiefs, councillors, community board members, council staff, families, friends, and members of our wider community who are watching the livestream. It’s a special moment for all of us.

To our newly elected councillors who are serving on their first term:
Prabha Ravi – “seivana thiruntha sei” – We serve with care, integrity, and excellence.

Karen Yung – “Sarm yin yut teuw sum, wong tau beng sun gum” – meaning as long as people are unified, any goal can be achieved.

Mele Tonga-Grant – “Takanga 'enau fohe” is a Tongan proverb meaning “strength in unity,”

Te Awa Puketapu – Your Grandparents, Papa Kara & Nanny Jean are standing on the mat of your whakapapa today.

Congratulations to you all!

To the returning councillors – Glenda, Simon, Tui, Tony, Andy Chris, Brady and Naomi – your experience, wisdom and leadership is the future of our city.
Deputy Mayor Keri Brown – e te mihi kia koe Keri, congratulations.

The people of Te awa Kairangi ki tai expect us to be a living symbol of unity tradition and service. They want to witness the blossoming of a vision that is a beacon of harmony and hope for and on behalf of all our residents.

To our council staff, led by Chief Executive Jo Miller – thank you.
The manaakitanga and support you've already given this new council has been outstanding. From the humbling welcome into the Council offices to the deeply moving pōwhiri at Waiwhetū Marae. We would achieve very little without your efforts.

You are the heartbeat of this organisation, and on behalf of everyone here, I want to acknowledge the work you do every single day for our city.
And finally, to all the whānau, friends, and supporters who are here this evening – thank you.

Tonight marks the start of a new chapter for our city that is changing, growing, and embracing the strength of its diversity.
This council reflects the community it serves. Chinese, Indian, Tongan, Samoan, Māori and Pākehā, woven into the rich tapestry of Te Awa Kairangi ki Tai.
Different languages & cultures, different stories, different journeys, yet all united by one purpose: to serve.

Diversity is something to celebrate. It brings new voices, fresh ideas, and new ways of seeing the world. It makes our decisions richer, our debates broader, and our understanding of community deeper.
When everyone has a seat at the table, our city is stronger for it.

I also want to acknowledge the strong message our community sent (including Year 12 students Fanua Rimoni and Riana Leafa Paki from Sacred Heart) about Māori representation. When other councils chose to remove Māori wards, the people of Te Awa Kairangi ki Tai voted to keep them. Our decision speaks to who we are as a city. It shows our commitment to

partnership, respect, and honors mana whenua enduring guardianship of the land. Every ward in Lower Hutt voted to keep Māori Wards.

Today belongs to our parents and grandparents, many who came here seeking a better life.

It belongs to the young people growing up in our communities today, who can now see themselves reflected in this leadership.

And it belongs to every person who believes that service, unity, and hard work will bring real change.

Leadership is always about bringing people together, working in service of others – because real results come from teamwork.

I le ala Manula I le tuatua – “The road to leadership is paved in service”

Our residents have made their choice. They’ve chosen a council that represents their community a council that listens, a council that delivers, and a council that can get the basics right.

As Mayor and council, we aim to serve all people of Lower Hutt by listening, consulting and establishing **governance and leadership** that unites the council and the city.

We will develop **partnerships** with citizens, mana whenua, community organisations, government and the private sector to assess priorities and develop cost effective policies and plans.

An emphasis on a **budget** that leads to the social, economic and cultural development of our city. Rates reduction and cost of living was a constant for all of us in the campaign for election.

And **strategies and advocacy** that builds and maintains the city’s infrastructure ensuring life’s basic needs are met.

So tonight, we stand here deeply grateful for the trust you’ve placed in us, and for the opportunity to serve.

Together, we will build a city that’s proud, united, and full of opportunity. A city that delivers on the basics, looks after its people, and never forgets who it’s here to serve.

Fa’afetai tele lava. Ngā mihi nui ki a koutou katoa.

As we begin this new chapter, let’s stay true to what our city has asked of us – leadership that unites, and priorities that deliver



TO: Mayor and Councillors
Hutt City Council

FROM: Jo Miller, Chief Executive

DATE: 04 November 2025

SUBJECT: DECISIONS MADE UNDER CHIEF EXECUTIVE
DELEGATION

Purpose of Memorandum

1. The memorandum asks Council to note the decisions made by the Chief Executive for the period from the day following the Electoral Officer's declaration of final election results until the new Council was sworn in on 29 October 2025.

Recommendations:

That Council:

- (1) notes that delegated authority was granted to the Chief Executive for the period from the day following the Electoral Officer's declaration of final election results until the new Council was sworn in on 29 October 2025 (Minute No. C 25416(2)); and
- (2) notes the decisions made by the Chief Executive outlined in paragraph 3 of the memorandum.

Background

2. At its meeting held on 29 September 2025, Council resolved the following (Minute No. C 25416(2)):
 - (3) *agrees that, subject to the limitations set out in clause 32(1) of Schedule 7 of the Local Government Act, authorises the Chief Executive (in consultation with the Mayor-elect) to make decisions over and above their normal delegations in respect of urgent matters for the period from the day following the Electoral Officer's declaration of final election results until the new Council is sworn in;*
 - (4) *notes that any decisions made under the delegations in part (3) above will be reported to the first ordinary meeting of the new Council;*

3. The decisions made by the Chief Executive under this delegation are outlined below.
- a) The Chief Executive approved the submission of the Plan Stop Exemption Application for the Proposed Lower Hutt District Plan on 10 October 2025. This was in line with the Council decision (Minute No. C 25414(2)) made on 29 September 2025. Elected members have been kept up to date on the Plan Stop Exemption process.
 - b) As per the Chief Executive's email to elected members on 30 October 2025, the Chief Executive signed the draft Transitional Statement of Expectations (SOE) for Tiaki Wai MetroWater Limited. The SOE will be presented to Council on 20 November 2025.

Appendices

There are no appendices for this memorandum.

Author: Jo Miller
Chief Executive

29 October 2025**Report no: HCC2025/5/291**

Tiaki Wai MetroWater Limited - Approval of Foundation Documents

Purpose of Report

1. This report seeks Council approval of the foundation documents for Tiaki Wai MetroWater (Tiaki Wai), the new asset-owning joint Water Services Council Controlled Organisation established by the metropolitan Councils in the Wellington Region. The foundation documents for approval are the Enduring Constitution and Partners' Agreement.
2. The report also records the decision of the Chief Executive under delegated authority to approve the draft Statement of Expectations for consideration and feedback by the newly appointed Board of Tiaki Wai.

Recommendations

That Council:

- (1) approves the Enduring Constitution for Tiaki Wai MetroWater Limited, as attached as Appendix 1 to this report, noting that Council has previously reviewed and endorsed the draft at its meeting of 19 August 2025;
- (2) approves the Partners' Agreement for Tiaki Wai MetroWater Limited as attached as Appendix 2 to this report, noting that Council has previously reviewed and endorsed the draft at its meeting of 19 August 2025;
- (3) authorises the Mayor to execute the Partners' Agreement for Tiaki Wai MetroWater Limited on behalf of Council and delegate to the Mayor and Chief Executive the power to agree to any minor amendments prior to execution by the Council;
- (4) approves the establishment of a joint committee made up of representatives from across all Shareholding Councils and mana whenua partners, Taranaki Whānui ki te Upoko Te Ika and Ngāti Toa Rangatira, and endorse the terms of reference included in Schedule 3 of the Partners' Agreement for that joint committee, which is to be named the Tiaki Wai MetroWater – Partners' Committee;
- (5) delegates to the Tiaki Wai MetroWater – Partners' Committee the power to make the decisions recorded in Section 2 of Schedule 3 of the Partners Agreement;

- (6) endorses the approval by the Chief Executive under delegated authority of the draft Statement of Expectations (SOE) for Tiaki Wai MetroWater Limited, as attached as Appendix 3 to this report, noting that the delegation was exercised in order to ensure statutory process requirements were met in relation to the draft SOE, namely providing opportunity for the Board of Tiaki Wai to comment on the draft SOE, that will be referred to the Partners Committee for approval at a meeting in December 2025.

For the reason that these foundation documents need to be in place for the newly incorporated company to operate.

Background

3. At its meeting of 27 June 2025, Hutt City Council agreed to jointly establish and co-own a new asset-owning water services council-controlled organisation with Porirua, Upper Hutt, Wellington City Councils and Greater Wellington Regional Council. This followed a period of public consultation, which showed a high level of support for the proposal.
4. The Water Services Development Plan (WSDP), required under the new water services legislation, was prepared and submitted to the Department of Internal Affairs (DIA) based on the joint ownership model and was subsequently approved by DIA in early October 2025.
5. The new company, known as Tiaki Wai MetroWater Limited, will own and operate drinking water, wastewater, and piped stormwater services for approximately 432,000 people across the Wellington metropolitan area from 1 July 2026.
6. The foundation documents for the new company that are the focus of this report are the Enduring Constitution and the Partners' Agreement. An Interim Constitution had already been prepared to support the incorporation of the company, but it will be replaced by the Enduring Constitution once approved.
7. The Enduring Constitution outlines the rules for managing the company, including the rights and responsibilities of shareholders, directors, and officers, and any limitations or restrictions to be applied to the company, helping to prevent conflicts and ensuring legal compliance.
8. The Partners' Agreement sets out the key terms for the governance and management of the relationship between the shareholding councils, mana whenua and Tiaki Wai that are not addressed in the Enduring Constitution. It will primarily provide the framework for the governance and management of the relationship between the individual shareholding councils and mana whenua in the oversight of Tiaki Wai.

9. Once the Partners' Agreement has been approved by all partners, a Partners' Committee will be established, operating as a joint committee in terms of the Local Government Act 2002 (LGA). Hutt City Council and each of the other shareholder Councils will appoint a Representative to the Committee along with an Alternate. Mana Whenua partners will nominate the persons to be appointed as their Representative and Alternate, which will then need to be resolved by Shareholder partners, in accordance with LGA requirements.
10. In providing overarching governance of Tiaki Wai, the Partners' Committee will appoint Board directors, approve the Statement of Expectations and be the body that Tiaki Wai consults with to meet any other Shareholder consultation obligations. Some matters are reserved for the Shareholder Councils to determine. These are set out in Schedule 2 to the Partners Agreement.
11. The Terms of Reference for the Partners' Committee are attached as Schedule 3 to the Partners' Agreement.
12. Both documents have been developed with input from shareholder Councils and mana whenua partners over the past few months based on an agreed set of principles.
13. Hutt City Council had input into both documents through a briefing on 6 August 2025, and then at its Council meeting of 19 August 2025, where the draft documents were formally endorsed.
14. Changes to the Enduring Constitution since considering the draft in August are minimal. Two matters of interest are:
 - a. a new sub-clause to Section 3 that requires Tiaki Wai to ensure its Water Services Strategy states how its activities will contribute to the expectations and outcomes that have been set out in the Statement of Expectations; and
 - b. the minimum number of Directors moves from 5 down to 3. (Maximum is 7).
15. Changes to the Partners' Agreement from the principles and terms sheet, which Council considered in August are summarised as follows;
 - a. Section 2.6(b) requires Shareholding Councils to work with Tiaki Wai to develop, finalise and implement an appropriate capital contribution, should it require initial working capital on Day 1. This was not made explicit in the principles and terms sheet and is discussed in more detail in Paragraph 29 of this report.
 - b. Section 5.3(d) requires 66.6% or more of votes cast **and** a majority of partners in order to pass a special partner resolution – the terms sheet had previously suggested this be unanimous (100%).

- c. There is a new section on Transfer Agreements, which was not contemplated in the terms sheet. This section includes practical steps and requirements to ensure Shareholder Representatives and Tiaki Wai work together in good faith on a template Transfer Agreement, agreed transfer principles and the calculation of net assets.
 - d. A mandatory review of the Partners Agreement has been set at 5 years from Day One (1 July 2026). This was previously proposed as 4 years.
 - e. Provision for the appointment of an Independent Chair for the Tiaki Wai MetroWater – Partner’s Committee, which is to be appointed by the balance of the Partner’s Committee members.
16. Tiaki Wai was formally incorporated on 29 October 2025 with an interim constitution, which had input from shareholder Councils. Once approved, the Enduring Constitution, will replace the interim constitution on the Companies Office website.
 17. Also attached to this report is the draft interim Statement of Expectations (draft SOE), which was approved by each of the partner Councils’ Chief Executives under delegated authority. This was done so that the draft SOE could be provided to the new Board of Tiaki Wai in early November 2025 to meet statutory requirements, enabling the Board to have a reasonable opportunity to provide feedback in time for the SOE to be finalised in December 2025.
 18. Council had previously endorsed the principles established for the development of the SOE at its meeting of 19 August 2025.

Discussion

19. The Enduring Constitution and Partners’ Agreement have been prepared with specialist legal input, initially provided by Minter Ellison Rudd Watts and more recently peer reviewed and refined by Simpson Grierson.
20. The documents have been drafted with a focus on ensuring there is a robust and durable governance structure for the new company. The process to develop them has been thorough and consultative, with all partners having input into the principles upon which they are based.
21. The Enduring Constitution and Partners’ Agreement will be considered by each of the shareholder Councils at Council meetings in November and early December 2025, with the expectation that the first meeting of the Partners’ Committee will be held in the third week of December to enable the SOE to be finalised and provided to Tiaki Wai by 31 December 2025.
22. As Hutt City Council will be the first of the Shareholder Councils to confirm the Partners’ Agreement, it is proposed that the Mayor and Chief Executive be delegated the power to agree to any minor amendments that may arise at the other Council shareholder meetings, prior to the execution of the documents.

Options

23. Approval of the Enduring Constitution and Partners Agreement is required now to ensure effective governance arrangements are in place for Tiaki Wai to meet the required operational commencement date of 1 July 2026. Not doing so would put this in jeopardy.

Climate Change Impact and Considerations

24. The draft SOE includes a section on Tiaki Wai's role in environmental stewardship, which includes applying a climate change lens to its decision-making and reducing carbon emissions across its activities over time.

Consultation

25. There are no specific public consultation requirements in approving the Enduring Constitution and Partners Agreement, noting that mana whenua partners have had input into them.

Legal Considerations

26. The Enduring Constitution has been prepared to meet the requirements of the Companies Act 1993. It has been prepared with specialist legal input. In the same vein the Partners' Agreement has been prepared in accordance with relevant legislative requirements with specialist legal input.

Financial Considerations

27. The Partners' Agreement sets out the basis for the shareholding allocation. For the interim period, from the incorporation of Tiaki Wai up until 30 June 2026, each shareholding Council has been allocated equal shares (20%). From 1 July 2026 shareholding will be apportioned on the basis of net asset value at transfer date. That is expected to be around 29% for Hutt City Council, with asset valuations to be undertaken in May 2026.
28. There will be no payment for shares, which will be satisfied by the transfer of the water services assets.
29. Should capital be required on 1 July 2026 to provide initial working capital to operate Tiaki Wai, the Shareholding Councils will be required to work with Tiaki Wai to develop, finalise and implement an appropriate capital contribution. The Establishment Plan includes dedicated work to ensure the New Zealand Local Government Funding Agency (LGFA) funding arrangements are in place by 1 July 2026 to mitigate any such outcome occurring.
30. Section 8 of the Partners Agreement requires shareholders to take necessary steps in providing any guarantees required to enable Tiaki Wai to access funding through the LGFA. The details of the proportionate allocation guarantee is being worked through with LGFA. The preferred approach that officers are progressing is an allocation based on debt transfer to Tiaki Wai.

31. Advice from Simpson Grierson is that there will be a few mechanisms available so that any Council guarantee is not the first port of call for support, rather it is the last. This includes:
- In the event of a breach of borrowing covenants, LGFA would be expected to work with Tiaki Wai to enable the default to be remedied over time.
 - The Crown also has statutory intervention rights if there is a significant problem, such as the ability to appoint a facilitator or commissioners to Tiaki Wai. This could be taken with a view to addressing any problem before a Council guarantee is called.
 - Tiaki Wai will grant its own security over water charges to secure its LGFA debt. This means that, in the event of a default, if a remedial plan is not successful, LGFA would have the right to appoint a receiver to Tiaki Wai to collect the debt directly from it.

Appendices

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2	Appendix 2: Metro Water Partners Agreement November 2025	69
3	Appendix 3: Statement of Expectations	111

Author: Bruce Hodgins
Strategic Advisor

Author: Sarah Gardner
Water Services Transition Manager

Reviewed By: Jenny Livschitz
Group Chief Financial Officer

Approved By: Jo Miller
Chief Executive

Constitution of Tiaki Wai MetroWater Limited

Constitution of Tiaki Wai MetroWater Limited

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1. Defined terms and interpretation

1.1 Defined terms

In this Constitution, unless the context otherwise requires:

Alternate has the meaning given to it in the Partners Agreement.

Annual Meeting of Partners has the meaning given to it in the Partners' Agreement.

Board means Directors who number not less than the required quorum, acting together as a board of Directors.

Board Skills Matrix has the meaning given to it in the Partners Agreement.

Business Day means a day (other than a Saturday, a Sunday or a public holiday) on which registered banks are open for business in Wellington, New Zealand.

Chair means the chair of the Board appointed in accordance with clause 12.9.

Companies Act means the *Companies Act 1993*.

Company means Tiaki Wai MetroWater Limited.

Constitution means this constitution of the Company (including the Schedules) and all amendments to it from time to time.

Customer Charter means the customer charter referred to in clause 3(e).

Director means a person appointed as a director of the Company in accordance with this Constitution.

Financial Year has the meaning given to it in the LG(WS) Act.

Independent Director means a Director who is neither a current elected member of any Local Authority that is a Shareholder nor a current employee of any Shareholder or the Company.

LGA02 means the *Local Government Act 2002*.

LG(WS) Act means the *Local Government (Water Services) Act 2025*.

Local Authority has the meaning given to it in the LGA02.

Ordinary Resolution means a resolution that is approved by a simple majority of the votes of those Shareholders entitled to vote and voting on the question.

Partner means each Shareholder, and each of Te Rūnanga O Toa Rangatira and Taranaki Whānui ki Te Upoko o Te Ika.

Partners Agreement means the current partners agreement relating to the Company entered into between the Company and the Partners (as amended or replaced from time to time).

Partners Committee has the meaning given to it in the Partners Agreement.

Partner Reserved Matters has the meaning given to it in the Partners Agreement.

Service Area has the meaning given to it in the Partners Agreement.

Shares means the shares in the Company on issue from time to time.

Shareholder means any person for the time being registered in the Company's share register as the holder of one or more Shares in the Company and, as at the date this Constitution is adopted, means:

- (a) Greater Wellington Regional Council;
- (b) Hutt City Council;
- (c) Porirua City Council;
- (d) Upper Hutt City Council; and
- (e) Wellington City Council.

Shareholder Representative has the meaning given to it in the Partners Agreement.

Shareholder Reserved Matters has the meaning given to it in the Partners Agreement.

Special Resolution means a resolution that is approved by a majority of 75% of the votes of those Shareholders entitled to vote and voting on the question.

Statement of Expectations has the meaning given to it in LG(WS) Act.

Subsidiary has the meaning given to it in the Companies Act.

Water Services has the meaning given to it in the LG(WS) Act, which will be the water services transferred by the Shareholders to the Company in accordance with the Transfer Agreement between each Shareholder and the Company and otherwise provided by the Company in its Service Area.

Water Services Annual Budget has the meaning given to it in the LG(WS) Act.

Water Services Annual Report has the meaning given to it in the LG(WS) Act.

Water Services Half-yearly Report means the document referred to in section 248 of the LG(WS) Act.

Water Services Strategy has the meaning given to it in the LG(WS) Act.

1.2 Interpretation

In this Constitution, the following rules of interpretation apply, unless the context requires otherwise:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and *vice versa*, and a gender includes other genders;
- (c) another grammatical form of a defined word or expression has a corresponding meaning;
- (d) words in this Constitution have the same meaning as in the Companies Act unless inconsistent with the context;
- (e) a reference to a party, person or entity includes:
 - (i) an individual, firm, company, trust, partnership, joint venture, association, corporation, body corporate, estate, state, government or any agency thereof, municipal or local authority and any other entity, whether incorporated or not (in each case whether or not having a separate legal personality); and

- (ii) an employee, agent, successor, permitted assign, executor, administrator and other representative of that party, person, entity;
- (f) a reference to dollars or \$ is to New Zealand currency and excludes every tax and duty;
- (g) a reference to a clause, schedule, appendix or attachment is to a clause, schedule, appendix or attachment of this agreement;
- (h) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re enactments or replacements of any of them;
- (i) references to the word include or including are to be construed without limitation;
- (j) references to any form of law is to New Zealand law, including as amended or re-enacted;
- (k) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (l) written and in writing include any means of reproducing words, figures or symbols in a tangible and visible form;
- (m) any obligation falling due for performance on or by a day other than a Business Day will be performed on or by the Business Day immediately following that day; and
- (n) an obligation not to do something includes an obligation not to allow or cause that thing to be done.

1.3 Conflict of terms

If there is any conflict:

- (a) between a provision of this Constitution and the provisions of the Partners Agreement, the terms of the Partners Agreement will prevail (other than to the extent prohibited by the Companies Act) and the Shareholders must pass any resolutions that may be necessary to amend the provisions of this Constitution to make it consistent with the Partners Agreement;
- (b) between a provision in this Constitution and a mandatory provision in the Companies Act, the LG(WS) Act or the LGA02, then the mandatory provision in the Companies Act, the LG(WS) Act or the LGA02 (as the case may be) will prevail; and
- (c) between:
 - (a) a provision in this Constitution and a provision in the Companies Act which is expressly permitted to be altered by this Constitution; or
 - (b) a word or expression defined or explained in the Companies Act and a word or expression defined or explained in this Constitution,

then the provision, word or expression in this Constitution will prevail.

2. Capacity and objectives

2.1 Water Organisation

- (a) As at the date of its incorporation, the Company is a Water Organisation for the purposes of the LG(WS) Act.

- (b) The Company must not carry on any business other than the provision of, or preparation for the provision of, Water Services and activities that are related to, or necessary for, the provision of, or preparation for the provision of, Water Services, in order to:
 - (i) meet the objectives set out in section 17 of the LG(WS) Act for the Service Area; and
 - (ii) maximise the cost efficiency of providing Water Services.

2.2 Capacity

Subject to this Constitution, the Companies Act, the LG(WS) Act, the LGA02 and the Statement of Expectations, the Company has full capacity, rights, powers and privileges to carry on or undertake any business or activity, do any act, or enter into any transaction.

3. Water Organisation requirements

- (a) The Company must comply with:
 - (i) its obligations under the LGA02 and LG(WS) Act, including preparing, adopting and publishing its Water Services Strategy, Water Services Annual Budget, Water Services Half-yearly Report and Water Services Annual Report;
 - (ii) all applicable statutory and regulatory obligations relating to Māori and the Treaty of Waitangi, including those set out in the LGA02 and LG(WS) Act; and
 - (iii) the applicable part of the *Local Government Official Information and Meetings Act 1987*.
- (b) The Partners are entitled to comment on the Company's draft Water Services Strategy and draft Water Services Annual Budget, and the Company must consider those comments. However, the Partners will not have the power to require changes or approve the final Strategy or final Budget.
- (c) The Company must ensure that its Water Service Strategy states how its intended activities will contribute to the expectations, outcomes, or any other relevant matters that have been set out in the Statement of Expectations.
- (d) In accordance with the LG(WS) Act, the auditor for the Company will be the Auditor-General.
- (e) The Company must adopt and maintain a customer charter before it commences the provision of Water Services. The Customer Charter must include an explanation of how customers can make complaints in relation to the Water Services provided by the Company and address any other matters provided for in the Statement of Expectations.

4. Shares

Subject to this Constitution, the Partners Agreement and the LG(WS) Act, the Board may:

- (a) issue Shares at any time, to any Shareholder or any other person permitted to hold Shares in accordance with the LG(WS) Act and in such numbers as it thinks fit;
- (b) issue Shares in different classes which have different rights;
- (c) issue Shares which are redeemable (as defined in section 68 of the Companies Act); and
- (d) divide existing Shares into different classes which have different rights,

provided that no Shares may be issued unless the issue is first approved by Special Resolution and, to the extent that it is relation to another territorial authority becoming a Shareholder, as a Partner Reserved Matter.

5. Calls on shares

5.1 Board may make calls

Subject to the Partners Agreement, the Board may make calls on any Shareholder in respect of any money unpaid on their Shares, and not previously made payable at a fixed time, by prior written notice to the relevant Shareholder specifying the time and date for payment (such time and date to be no earlier than 10 Business Days after the notice is given to the relevant Shareholder). The relevant Shareholder must comply with the terms of any call made by the Board. A call may be payable by instalments. The Board may revoke or postpone a call.

5.2 Interest and expenses

A person who fails to pay a call on the due date must pay:

- (a) interest on that money from the day payment was due to the day of actual payment at a rate fixed by the Board; and
 - (b) all expenses which the Company has incurred or may incur because of non-payment,
- provided that the Board may waive payment of all or part of that interest or those expenses.

6. Lien over shares

6.1 Existence and subject matter of lien

If a Shareholder fails to pay any call on the due date, the Board may at any time by written notice to the Shareholder require payment of the unpaid amount together with any amount payable under clause 5.2. That notice must specify a further date (not earlier than 10 Business Days from the date of the notice) by which payment is required to be made, and must state that if that payment is not made on or before the specified date, clause 6.2 will apply.

6.2 First lien

The Company has a first lien over each Share and the proceeds of any sale of the Share for:

- (a) all unpaid calls owing in respect of the Shares and any amount payable under clause 5.2; and
- (b) sale expenses owing to the Company in respect of the Shares.

The registration of any transfer of a Share will not operate as a waiver of any lien the Company may have on that Share, unless notice to the contrary is given by the Company to the transferee.

7. Transfer of shares

7.1 Right to transfer

Subject to any restrictions set out in this clause 7, the LGA02, the LG(WS) Act and the Partners Agreement, a Share may be transferred by entry of the name of the transferee in the share register for the Company following receipt by the Company of a validly signed form of transfer.

7.2 Prior approval required

No Shareholder may sell, assign, transfer or dispose of, directly or indirectly, the legal or beneficial ownership of any of its Shares except in accordance with the provisions of this clause 7 and unless the relevant sale, assignment, transfer or disposal:

- (a) has first been approved by Special Resolution; or
- (b) is a permitted transfer in accordance with clause 7.4.

7.3 No delay

The Board may not exercise any powers conferred by this Constitution to refuse or delay the registration of any sale, assignment, transfer or disposal of Shares completed in accordance with clause 7.2.

7.4 Permitted transfers

Subject to the LG(WS) Act, the restrictions in this clause 7 do not apply to the transfer of Shares by a Shareholder to any successor Local Authority to that Shareholder.

7.5 Board may refuse to register

The Board may refuse or delay the registration of any transfer of a Share to any person if:

- (a) the transfer would result in a breach of law, this Constitution or the Partners Agreement;
- (b) any money payable on that Share is due for payment and has not been paid;
- (c) the Company has an unsatisfied lien on that Share or the proceeds of sale of that Share;
- (d) the transferee is a person without legal capacity to contract or the transfer has not been properly executed;
- (e) the transfer is not accompanied by proof (reasonably required by the Directors) of the right of the transferor to make the transfer;
- (f) the Directors acting in good faith determine that registration of the transfer would not be in the best interests of the Company; or
- (g) the transfer document is not in the usual or common form or otherwise in the form prescribed by the Board from time to time (if any),

provided that the Board must at all times comply with section 84 of the Companies Act.

8. Distributions

Without limiting clause 9, the Company must not pay any dividend or distribute any surplus in any way, directly or indirectly, to the Shareholder.

9. Company acquiring its own shares

Regardless of clause 8, the Company may acquire its own Shares only if it has first been authorised to do so by Special Resolution, in which case the Shares purchased or otherwise acquired will be deemed to be cancelled immediately on acquisition.

10. Shareholder meetings

10.1 Annual meeting

The Board must hold an annual Shareholders' meeting in accordance with section 120 of the Companies Act unless in the case of any annual meeting, everything required to be done at that meeting (whether by way of resolution or otherwise) is done by written resolution in accordance with section 122 of the Companies Act.

10.2 Special meetings

A special Shareholders' meeting:

- (a) may be called at any time by the Board; and
- (b) must be called by the Board on the written request of a majority of the Partners Committee or a Shareholder or Shareholders in accordance with section 121 of the Companies Act.

10.3 Proceedings at Shareholders' meetings

The provisions of the Schedule 1 to the Companies Act as modified by this Constitution, including modifications effected by the rules set out in Schedule 1 to this Constitution, govern proceedings at Shareholders' meetings.

11. Reporting requirements

11.1 Reporting

Subject to clause 11.2:

- (a) the Board must prepare the reports required by a majority of the Partners Committee by notice in writing to the Company (any such notice must comply with the requirements in section 249(4) of the LG(WS) Act), in accordance with the requirements specified in that notice;
- (b) within eight months of the start of each Financial Year of the Company, the Board must prepare, adopt and deliver to the Partners (in accordance with section 248 of the LG(WS) Act) a Water Services Half-yearly Report, which must include information required to be included by the Statement of Expectations (in accordance with section 248(2) of the LG(WS) Act), and publish that Half-yearly Report in accordance with section 223 of LG(WS) Act; and
- (c) within three months of the end of each Financial Year of the Company, the Board must prepare, adopt and deliver to the Partners (in accordance with section 243 of the LG(WS) Act), and publish in accordance with section 223 of the LG(WS) Act, its Water Services Annual Report for that Financial Year, which must include the information required to be included by:
 - (a) the Statement of Expectations;
 - (b) the Companies Act; and
 - (c) section 246 of the LG(WS) Act.

11.2 Information to be withheld

Nothing in this clause 11 requires the inclusion in any Statement of Expectations, half-yearly report, annual report, financial statements or other report required to be produced under this Constitution of any information that may be properly withheld if a request for that information was made under the *Local Government Official Information and Meetings Act 1987*.

12. Directors

12.1 Initial Directors

On adoption of this Constitution, the first Directors are the persons named as Directors in the application for registration of the Company.

12.2 Independent Directors

As soon as practicable after the date of incorporation, and no later than the day immediately preceding the date the Company begins providing Water Services, all Directors will be Independent Directors.

12.3 Number of Directors

The maximum number of Directors will be seven and the minimum number of Directors will be three.

12.4 Appointment and removal of Directors

- (a) Subject to clauses 12.2 and 12.3, a Director may be appointed or removed from office by notice in writing to the Company from the Partners Committee in accordance with the Partners Agreement. A resolution of the Partners Committee to appoint two or more Directors may be voted on as one resolution without each appointment being voted on individually.
- (b) The Partners and the Company will promptly take all steps necessary or desirable to effect the appointment, replacement or removal of any individual (including if a Director fails to vacate office when required to do so) in accordance with this clause 12.4 if applicable, including, in the case of the Shareholders, by exercising their voting rights in the relevant Shareholders' meeting (or by way of written resolution).

12.5 Appointment and removal recommendations by Board

Where there is a casual vacancy on the Board, the Board, may, by majority vote, recommend an appointment to fill that vacancy to the Partners Committee for its approval in accordance with the Partners Agreement. The Board may recommend the removal of a Director in a similar manner. If the number of Directors falls below the minimum number specified in clause 12.3, the Directors in office shall constitute a quorum for the purposes of calling a meeting of the Partners to effect the appointment of new Directors.

12.6 Skills of Directors

- (a) Other than the Directors appointed on incorporation a person may only be appointed to be a Director if the person has, in the opinion of the group appointing that person, the skills, knowledge, or experience to:
 - (i) guide the Company, given the nature and scope of its activities; and
 - (ii) contribute to the achievement of the objectives of the Company.
- (b) All Director appointments must be made in accordance with the Board Skills Matrix (if any), with the aim of ensuring that the Board as a whole has the skills required by the Board Skills Matrix.

12.7 Term of appointment

- (a) No person may be appointed as a Director for a term of more than four consecutive years (the **Term**). The Term of appointment of the first Directors is as set out in their letter of appointment. The Term of appointment of subsequent Directors will be determined by the Partners Committee at the time of appointment, and recorded in their letter of appointment.
- (b) A Director holds office until the expiry of their Term, or that Director's resignation, retirement, disqualification or removal in accordance with this Constitution.
- (c) A Director may be reappointed at the expiry of his or her term of appointment, provided that no Director may be reappointed for more than three consecutive Terms.

12.8 Vacation of office

A Director vacates office if that Director:

- (a) resigns by written notice of resignation to the Company. The notice is to be effective when it is received at that address or at a later time specified in the notice;
- (b) reaches the end of their Term and is not reappointed;
- (c) is removed from office in accordance with clause 12.4;
- (d) becomes disqualified from being a Director pursuant to section 151 of the Companies Act or clause 12.18; or
- (e) dies.

12.9 Appointment of Chair

- (a) The Partners Committee will appoint a Chair of the Board in accordance with the Partners Agreement.
- (b) The Chair will hold office until:
 - (i) he or she ceases to be a Director of the Company; or
 - (ii) a new Chair is appointed by the Partners Committee.

12.10 Powers of the Board

- (a) Subject to clause 12.10(b) and any restrictions in the Companies Act, the LG(WS) Act, the Partners Agreement or this Constitution, the business and affairs of the Company must be managed by or under the direction or supervision of the Board.
- (b) The Board has, and may exercise, all the powers necessary for managing, directing and supervising the management of the business and affairs of the Company except to the extent that this Constitution, the Partners Agreement, the Companies Act or the LG(WS) Act expressly requires those powers to be exercised by the Shareholders, the Partners or any other person.

12.11 Prohibited matters

Regardless of clause 12.10(b), the Board must not, and must not cause the Company to:

- (a) incur indebtedness to any person other than the New Zealand Local Government Funding Agency Limited or a New Zealand registered banking institution; or

- (b) grant a security interest over any of the assets of the Company, except to the extent permitted by the LG(WS) Act and the Partners Agreement.

12.12 Shareholder Reserved Matters and Partner Reserved Matters

Regardless of clause 12.10(b), but subject to any restrictions in the LG(WS) Act, the Board must not, and must not cause the Company to, enter into any transaction or matter that is a Partner Reserved Matter or a Shareholder Reserved Matter, unless first approved by the Partners or the Shareholders (as the case may be) in accordance with the Partners Agreement.

12.13 Solvency test

Regardless of any approval obtained pursuant to clause 12.11, the Board must not cause the Company to borrow or raise any money, or enter into or incur any guarantee or other liability of any nature, if the effect of doing so would be that the Company will not satisfy the solvency test (as that term is defined in the Companies Act).

12.14 Proceedings of the Board

The rules set out in Schedule 2 govern proceedings at meetings of Directors. Schedule 3 to the Companies Act does not apply.

12.15 Directors' duties

In addition to the duties set out in the Companies Act, the Directors must assist the Company to meet the objectives set out and referred to in clause 2.1(b) and any other requirements set out in the Statement of Expectations or the LG(WS) Act.

12.16 Directors to act in good faith

A Director, when exercising powers or performing duties, must act in a manner which that Director believes to be in the best interests of the Company (regardless that it may not be in the best interests of any particular Partner).

12.17 Indemnity and insurance of Directors and employees

The Company may indemnify and effect insurance in accordance with any part or all of section 162 of the Companies Act provided that:

- (a) the Board must ensure that particulars of any indemnity given to, or insurance taken out for, any director, or employee of the Company are immediately entered in the interests register; and
- (b) the Board may impose any conditions in relation to any indemnity or insurance if the conditions do not contravene the Companies Act.

For the purposes of this clause 12.17 "director" includes any former director, "employee" includes any former employee and "Company" includes any related company.

12.18 Disqualification of Directors

A person will be disqualified from holding the office of Director if he or she:

- (a) is or becomes disqualified from being a Director under any provision of the Companies Act or the LG(WS) Act; or
- (b) is not or ceases to be an Independent Director.

12.19 Remuneration of Directors

- (a) The Partners will determine the total amount available to the Board each year to make remuneration payments in accordance with clause (b) below.
- (b) The Board may not authorise any form of remuneration to be paid to a Director without Board approval and unless that payment is made and authorised in accordance with the provisions of the Companies Act and the Partner's determination in accordance with clause (a) above.
- (c) The Board may authorise the reimbursement by the Company of reasonable travelling, hotel and other expenses incurred by Directors in attending Board meetings, Partner meetings, Shareholder meetings, or in relation to any other affairs of the Company.

12.20 Other offices with company held by Director

Any Director may act by himself or herself or by the Director's firm in a professional capacity for the Company, and the Director or the Director's firm will be entitled to remuneration for professional services as if the Director were not a Director. Nothing in this clause authorises a Director or the Director's firm to act as auditor of the company.

12.21 Alternate Directors

- (a) Each Director will have the power from time to time by written notice to the Company to appoint any person who is already a Director to act as an alternate Director in his or her place. An alternate Director cannot be appointed for more than one Director at any given time. The following provisions will apply to an alternate Director:
 - (i) the alternate Director will not be entitled to any remuneration in his or her capacity as alternate Director in addition to that of the Director in whose place he or she acts, but will have the same rights as a Director to be reimbursed under clause 12.19(c);
 - (ii) unless otherwise provided by the terms of the appointment, the alternate Director:
 - (aa) has the same rights, powers and privileges (including the power to sign resolutions of Directors and the power to sign documents on behalf of the Company, but excluding the power to appoint an alternate Director under this clause 12.21); and
 - (bb) must discharge all of the duties and obligations of the Director in whose place he or she acts.
- (b) An alternate Director will cease to be an alternate Director:
 - (i) if the Director who appointed the alternate Director ceases to be a Director, or revokes the appointment of the alternate;
 - (ii) on the occurrence of any event relating to the alternate Director which, if the alternate Director were a Director, would disqualify the alternate Director from being a Director; or
 - (iii) if a majority of the other Directors resolve to revoke the alternate Director's appointment.

13. Interests of directors**13.1 Disclosure of interests**

A Director must disclose particulars of any interest in a transaction or proposed transaction of the Company in accordance with section 140 of the Companies Act.

13.2 Interested Directors

As set out in section 139 of the Companies Act, a Director is “interested” in a transaction to which the Company is a party if:

- (a) he or she is a party to the transaction or may derive a material financial benefit from it; or
- (b) he or she has a material interest in another party to the transaction; or
- (c) he or she is a director, officer or trustee of another party to the transaction; or
- (d) he or she is a director, officer or trustee of a person who may derive a material financial benefit from the transaction; or
- (e) he or she is a parent, child or spouse, civil union partner, or *de facto* partner of a person described in any of the above clauses; or
- (f) he or she is otherwise directly or indirectly materially interested in the transaction.

13.3 Interested Directors may act

A Director who is interested in a transaction entered into, or to be entered into, by the Company must not do any of the following:

- (a) sign a document relating to that transaction on behalf of the Company; or
- (b) do any other thing in his or her capacity as a Director in relation to that transaction,

provided that a Director may vote, sign documents and otherwise do any other thing in his or her capacity as a Director with regard to any matter relating to the following:

- (c) any payment or other benefit of the type referred to in section 161 of the Companies Act in respect of that Director in accordance with clause 12.19;
- (d) the entry into an indemnity or insurance arrangement in respect of that Director in his or her capacity as a director of the Company in accordance with clause 12.17; or
- (e) transactions in which a Director is interested solely in his or her capacity as a director of a Subsidiary of the Company.

13.4 Interests register review

The Board will review the interests register at the beginning of every Board meeting.

13.5 No prohibition re quorum

No prohibition under this clause 13 will prevent the attendance of a Director at a Board meeting from counting for quorum purposes.

14. Notices

14.1 Service

Notices may be served by the Company upon any Director or Partner, either by personal delivery, by electronic means or by posting it in a prepaid envelope or package addressed to the recipient at his or her last known address (or, in the case of a company, its registered office). A notice may be given by the Company to joint Shareholders by giving the notice to the joint Shareholder named first in the Share Register in respect of the Share, or to any other person as or the joint Shareholders may in writing direct.

14.2 Time of service

Notices are deemed served at the following times:

- (a) when given personally, on delivery;
- (b) when sent by post or document exchange, five Business Days after (but exclusive of) posting; and
- (c) when sent by email, at the time of transmission, if (in the event receipt is disputed) the sender produces a printed copy of the email which evidences that the email was sent to the email address of the recipient.

Any notice which has been served on a Saturday, Sunday or public holiday is deemed to be served on the first Business Day after that day.

15. Liquidation

If the Company is liquidated, the liquidator may, with the approval of the Shareholders by Special Resolution and any other approval required by the Companies Act or the LG(WS) Act, but subject to the requirements of the Partners Agreement (as notified by any Shareholder to the liquidator) and, if applicable, the rights or restrictions attached to the different classes of shares issued by the Company:

- (a) distribute to the Shareholders in kind the whole or any part of the assets of the Company; and
- (b) vest the whole or any part of any such assets in trustees upon any trusts for the benefit of the persons so entitled as the liquidator thinks fit, but so that the Shareholders are not compelled to accept any Shares or other securities on which there is any liability.

16. Methods of contracting**16.1 Deeds**

A deed which is to be entered into by the Company may be signed on behalf of the Company by:

- (a) two or more Directors;
- (b) a Director, and any person authorised by the Board, whose signatures must be witnessed; or
- (c) one or more attorneys appointed by the Company.

16.2 Written obligations

Subject to clause 16.1, an obligation or contract which is required by law to be in writing, and any other written obligation or contract which is to be entered into by the Company, may be signed on behalf of the Company by two people acting under the express or implied authority of the Company.

16.3 Other obligations

Subject to clause 16.1, any other obligation or contract may be entered into on behalf of the Company in writing or orally by two people acting under the express or implied authority of the Company.

Schedule 1 - Rules for Shareholder Meetings

1. Chair

- (a) If the Chair is present at the meeting, he or she must chair the meeting.
- (b) If there is no Chair or if the Chair is not present at the meeting within 15 minutes of the start time, the Directors present may elect a chair for that meeting, failing which, the Shareholders (or their representatives) present may elect a chair for that meeting.

2. Notice of meetings

- (a) Each Shareholder and every Director of the Company must be sent written notice of the time and place of the meeting at least 10 Business Days before the meeting.
- (b) The notice must state:
 - (i) the nature of the business to be discussed at the meeting in sufficient detail to enable the Shareholders to form a reasoned judgment in relation to it; and
 - (ii) the text of any Special Resolution to be put to the meeting.
- (c) An irregularity in a notice of a meeting is waived if:
 - (i) the Shareholders attend the meeting without protest as to the irregularity; or
 - (ii) if each Shareholder agrees to the waiver.
- (d) If a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of an original meeting. It is not otherwise necessary to give any new notice for an adjourned meeting.
- (e) The accidental omission to give a notice of a meeting to, or the non-receipt of a notice of a meeting by, any person entitled to receive notice does not invalidate the proceedings at that meeting.

3. Methods of holding meetings

A Shareholders' meeting may be held in any of the following ways:

- (a) at the place, date, and time appointed for the meeting;
- (b) by means of audio, or audio and visual, communication; or
- (c) a combination of (a) and (b).

The Shareholders (or their representatives) participating must constitute a quorum and must all be able to simultaneously hear all participants throughout the meeting.

4. Quorum

- (a) No business may be transacted at a Shareholder meeting if a quorum is not present.
- (b) A quorum for a Shareholder meeting is present if Shareholders holding a majority of the Shares or their proxies:
 - (i) are present; or

- (ii) have completed postal votes (where permitted).
- (c) If a quorum is not present within the 30 minutes after the start time for the meeting:
 - (i) if the meeting is called under section 121(b) of the Companies Act, the meeting is dissolved;
 - (ii) for any other meeting, the meeting is adjourned to:
 - (aa) the same day in the following week at the same time and place, or
 - (bb) to another date, time and place to be fixed by the Directors.

5. Adjournments

The chair:

- (a) may adjourn the meeting from time to time and from place to place, but no business can be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place; and
- (b) must adjourn the meeting as above if directed to do so by the meeting.

6. Voting

- (a) If a Shareholder meeting is held under clause 3(a) above, unless a poll is demanded, voting at the meeting will be by:
 - (i) voting by voice; or
 - (ii) voting by show of hands,
 and the chair of the meeting will decide which method is used.
- (b) If a Shareholder meeting is held under clause 3(b) or 3(c) above, unless a poll is demanded, voting at the meeting shall be by any method permitted by the chair of the meeting.
- (c) A declaration by the chair of the meeting that a resolution is carried by the necessary majority is conclusive evidence of that fact unless a poll is demanded.
- (d) Subject to the Partners Agreement and to any rights or restrictions attached to any Share:
 - (i) where voting is by voice or a show of hands, every Shareholder present in person or by proxy or representative has one vote;
 - (ii) on a poll every Shareholder present in person or by proxy or representative has one vote in respect of every Share held by that Shareholder which entitles a Shareholder to vote; and
 - (iii) in the case of an equality of votes, the chair of the meeting does not have a casting vote.

7. Proxies and postal votes

- (a) Each Shareholder has the right to appoint a representative as its proxy to attend and vote at Shareholder meetings on its behalf, and each Shareholder Representative of a Shareholder, and the Alternate of such Shareholder, is deemed to be appointed as a representative under this clause. Any such representative so appointed is entitled to attend and be heard at

Shareholder meetings and to demand or join in demanding a poll, as if that representative was the relevant Shareholder.

- (b) A Shareholder may not cast a postal vote at a Shareholders' meeting unless the Board has previously authorised postal votes for that meeting in which case:
 - (i) the notice of that meeting must state whether postal votes are authorised; and
 - (ii) postal voting must be carried out in accordance with paragraph 7 of the First Schedule to the Companies Act.

8. Minutes

- (a) The Board must ensure that minutes are kept of all proceedings at Shareholder meetings.
- (b) Minutes which have been signed correct by the Chair of the meeting are *prima facie* evidence of the proceedings.

9. Shareholder proposals

- (a) The Shareholders may give written notice to the Board of a matter the Shareholder proposes to raise for discussion or resolution at the next Shareholder meeting. The provisions of paragraph 9 of Schedule 1 to the Companies Act apply to any notice given under this clause.
- (b) The chair of a Shareholder meeting will allow a reasonable opportunity for the Shareholders to question, discuss or comment on the management of the Company.

10. Other proceedings

Except as provided in this Schedule 1, and subject to this Constitution, a Shareholder meeting may regulate its own procedure.

Schedule 2 - Rules for Board Proceedings

1. Notice of meeting

- (a) A Director or, if requested by a Director to do so, an employee of the Company, may convene a meeting of the Board by giving notice in accordance with this clause.
- (b) At least five Business Days' notice of a meeting of the Board must be given to every Director. The notice must include the date, time and place of the meeting and the matters to be discussed.
- (c) An irregularity in the notice of the meeting is waived if all Directors attend the meeting without protest as to the irregularity or if all Directors entitled to receive notice of the meeting agree to the waiver.
- (d) Notice of a meeting may be given by any means, including by electronic mail or by telephone. Notice given by a letter addressed to a Director at his or her last known residential address in New Zealand will be deemed to have been given on the next Business Day after the letter is posted.

2. Method of holding meetings

The Board may meet in person or by any technological means that allows participating Directors to be in communication with other participating Directors in a manner that is relatively contemporaneous. Where Directors are not all in attendance in one place but are holding a meeting through any such a system of communication:

- (a) the participating Directors will be taken to be assembled together at a meeting and present at that meeting (including for the purposes of quorum requirements);
- (b) the meeting will be taken to be held at the place agreed to by the participating Directors so long as at least one participating Director is physically present at that place; and
- (c) all proceedings at meetings conducted in any such manner will be valid and effective as if conducted at a meeting at which all of them were physically present.

3. Chairperson

- (a) If the Chair is present, he or she must chair the meeting.
- (b) If the Chair is not present within 15 minutes after the time appointed for the commencement of the meeting, the Directors present may elect one of their number to be chair of the meeting.

4. Quorum

- (a) At any meeting of Directors:
 - (i) a quorum will only be present if at least a majority of Directors are present; and
 - (ii) any resolution, unless otherwise specified in this Constitution or the Partners Agreement, will be passed if a majority of the votes cast on it are in favour of it.
- (b) If a quorum is not present within 30 minutes of the time appointed for the commencement of the Board meeting, the Board meeting must be adjourned to the same day in the following week at the same time and place, or to any other date, time and place as the chairperson may appoint, and if at the adjourned meeting a quorum is not present within one hour after the time appointed for the commencement of the meeting, the Directors present (regardless

of the person who appointed them) will constitute a quorum. No business may be transacted at a meeting of Directors if a quorum is not present.

5. Voting

- (a) Every Director has one vote.
- (b) The Chair or other chair of the relevant meeting does not have a casting vote.
- (c) Subject to clause 12.11 of the Constitution, a resolution of the Board is passed if it is agreed to by all Directors present without dissent or if a majority of the votes cast on it are in favour of it.
- (d) A Director who abstains from voting is not presumed to have voted in favour of the relevant resolution of the Board.

6. Minutes

The Board must ensure minutes are kept of all proceedings at meetings of the Board.

7. Resolutions

- (a) A resolution in writing, signed or assented to by all Directors then entitled to receive notice of a Board meeting, is as valid and effective as if it had been passed at a meeting of the Board duly convened and held.
- (b) A resolution may consist of several documents (including facsimile or other similar means of communication) in like form each signed or assented to by one or more Directors.
- (c) A copy of all resolutions must be entered in the minute book of Board proceedings.

8. Other proceedings

Except as provided in this Schedule 2 and this Constitution, the Board may regulate its own procedure.

Partners Agreement

in relation to Tiaki Wai MetroWater Limited

Greater Wellington Regional Council (**Partner** and **Shareholder**)

Hutt City Council (**Partner** and **Shareholder**)

Porirua City Council (**Partner** and **Shareholder**)

Taranaki Whānui ki Te Upoko o Te Ika (**Partner**)

Te Rūnanga O Toa Rangatira (**Partner**)

Upper Hutt City Council (**Partner** and **Shareholder**)

Wellington City Council (**Partner** and **Shareholder**)

Tiaki Wai MetroWater Limited (the **Company**)

Partners Agreement

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Details

Date [Date]

Parties

Name **Greater Wellington Regional Council**

Short form name **GWRC**

Notice details Attention: [insert]

Email: [insert]

Address: 100 Cuba Street, Te Aro 6011

Name **Hutt City Council**

Short form name **HCC**

Notice details Attention: [insert]

Email: [insert]

Address: 30 Laings Road, Hutt Central, Lower Hutt 5010

Name **Porirua City Council**

Short form name **PCC**

Notice details Attention: [insert]

Email: [insert]

Address: 16 Cobham Court, Porirua City Centre, Porirua 5022

Name **Taranaki Whānui ki Te Upoko o Te Ika**

Short form name **Taranaki Whānui**

Notice details Attention: [insert]

Email: [insert]

Address: Tramways Building, 1-3 Thorndon Quay, Wellington 6011

Name **Te Rūnanga O Toa Rangatira**

Short form name **Ngāti Toa**

Notice details Attention: [insert]

Email: [insert]

Address: Cnr Te Hiko & Ngāti Toa Street, Takapūwāhia, Porirua

Name **Upper Hutt City Council**

Short form name **UHCC**

Notice details Attention: [insert]

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Email: [insert]
 Address: Civic Administration Building, 838 - 842 Fergusson Drive, Upper Hutt Central 5018

Name **Wellington City Council**
 Short form name **WCC**
 Notice details
 Attention: [insert]
 Email: [insert]
 Address: 113 The Terrace, Wellington Central 6011

Name **Tiaki Wai MetroWater Limited**
 Short form name **The Company**
 Notice details
 Attention: [insert]
 Email: [insert]
 Address: [insert]

Background

- A Greater Wellington Regional Council, Hutt City Council, Porirua City Council, Upper Hutt City Council and Wellington City Council:
- (i) incorporated Tiaki Wai MetroWater Limited (the **Company**) on 29 October 2025 (**Day Zero**) to become the water organisation responsible for delivering water services in the Wellington metropolitan area. The Company's primary objectives are as set out in section 17 of the LG(WS) Act.
 - (ii) will each contemporaneously on Day One, expected to be on 1 July 2026, transfer certain water services assets, liabilities and other matters to Metro Water pursuant to Transfer Agreements. From Day One, the Company will be a water service provider under the *Local Government (Water Services) Act 2025*, which was enacted to give effect to the Local Water Done Well water reforms.
- B Taranaki Whānui ki Te Upoko o Te Ika and Te Rūnanga O Toa Rangatira represent *mana whenua* in the Wellington region and have been invited to participate in the governance of the Company to support the achievement of its objectives.
- C The purpose of this document is to set out the terms on which:
- (i) each of Greater Wellington Regional Council, Hutt City Council, Porirua City Council, Upper Hutt City Council and Wellington City Council will manage the governance of the Company and deal with one another in their capacity as shareholders of the Company; and
 - (ii) those councils, together with Taranaki Whānui ki Te Upoko o Te Ika and Te Rūnanga O Toa Rangatira, will become partners, manage the governance of the Company and deal with one another in their capacity as partners of the Company.
- D The Company is party to this document to record certain obligations owed to it by, and owed by it to, the Partners.

Agreed terms

1. Definitions and interpretation

1.1 Definitions

In this document the following definitions apply:

Actual Net Asset Adjustment Date means the date that is 20 Business Days after the amount of each Shareholder's Actual Net Assets is determined in accordance with the Net Asset Calculation Manual.

Actual Net Assets means the total amount of the Net Assets of a Shareholder as determined in accordance with the Net Asset Calculation Manual.

Annual Meeting of Partners has the meaning given to it in clause 5.1(a).

Alternate, in relation to a Partner, means an alternate to that Partner's appointed Partners Committee Representative to attend and vote at meetings of the Partners Committee or Shareholders (as applicable), and otherwise undertake the functions, actions and role of the relevant Partners Committee Representative (including in their role as Shareholder Representative) as set out in this document or the Constitution, but only where the relevant Partner's appointed Partners Committee Representative is unable or unavailable to do so.

Board means the board of Directors of the Company.

Board Skills Matrix means a matrix setting out the skills which are required to be represented on the Board, by being held by one or more Directors in office, as adopted and amended from time to time in accordance with Schedule 2.

Business, in relation to the Company, means the business and activities set out in clause 2.1 of the Constitution.

Business Day means any day other than a Saturday, Sunday or statutory public holiday in Wellington.

Companies Act means the *Companies Act 1993*.

Confidential Information means the provisions of this document and all other information of a confidential nature (which, where the confidentiality of the information is not expressly stated, will be determined by the recipient, acting reasonably) obtained by one party from the other party under or in connection with this document, including, in relation to the Company, trade secrets, proprietary information and confidential information belonging to the Company that are not generally known to the public, including information concerning business plans, financial statements and other information provided pursuant to this document, operating practices and methods, expansion plans, strategic plans, marketing plans, contracts, customer lists or other business documents which the Company treats as confidential, and any other information in respect of which the Company is bound by an obligation of confidence owed to a third party.

Constitution means the constitution of the Company as filed with the New Zealand Companies Office on the incorporation of the Company, as amended from time to time.

Day One means 1 July 2026, or any later date agreed to by all Partners.

Day Zero has the meaning given to it in Background A.

Director means a director of the Company.

Estimated Net Assets means, in relation to each Shareholder, their estimate of Net Assets provided under clause 7.4.

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Event of Default, in respect of a Partner means where a Partner breaches or fails to observe any of its obligations under this document and:

- (a) if that breach or failure is capable of remedy, does not remedy that breach or failure within 20 Business Days of notice from any other Partner specifying the breach or failure and requiring remedy; or
- (b) if that breach or failure is not capable of remedy; and
- (c) that breach or failure is material in the context of the obligations of that Partner under this document.

Expert Resolution Process means the dispute resolution process in clause 15.

Financial Year means:

- (a) the period from Day Zero to 30 June immediately following Day Zero;
- (b) each subsequent period commencing on 1 July and ending on the following 30 June during the term of this document; and
- (c) the period from 1 July immediately preceding the end of the term of this document, to the end of the term of this document.

Independent Chairperson means an independent chairperson of the Partners Committee appointed under clause 6.46.4(a).

LGA means the *Local Government Act 2002*.

LGFA means the New Zealand Local Government Funding Agency.

LG(WS) Act means the *Local Government (Water Services) Act 2025*.

Local Authority has the meaning given to it in the LGA.

Mana Whenua Partners means Te Rūnanga O Toa Rangatira and Taranaki Whānui ki Te Upoko o Te Ika.

Net Assets means the total amount of a Shareholder's net assets (based on total asset value less total liabilities and debt) that are transferred to the Company under a Transfer Agreement as calculated in accordance with the Net Asset Calculation Manual.

Net Asset Calculation Manual means the manual, in the form agreed by the Partners Committee Representatives of the Shareholders and the Company in accordance with clause 7.1(c), setting out the accounting principles, policies, procedures, methods, estimation techniques and classifications that will be applied to determine total amount of each Shareholder's (and all Shareholders') Actual Net Assets.

Ordinary Resolution has the meaning given to it in the Constitution.

Partners mean each Shareholder and each of the Mana Whenua Partners

Partners Committee means the joint committee formed by the Partners pursuant to clause 6.1.

Partners Committee Representative means a member of the Partners Committee, other than any Independent Chairperson.

Partner Reserved Matters means matters of the nature listed in Part 2 of Schedule 2.

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Security Interest includes a mortgage, debenture, charge, lien, pledge, assignment or deposit by way of security, bill of sale, lease, hypothecation, hire purchase, credit sale, agreement for sale on deferred terms, option, right of pre-emption, caveat, claim, covenant, interest or power in or over an interest in an asset and any agreement or commitment to give or create any such security interest or preferential ranking to a creditor including set off.

Service Area has the meaning given to it in the LG(WS) Act and, in relation to the Company, comprises the combination of the areas delineated by geographical boundaries specified in each Transfer Agreement as the area in which the Company will provide water services under that Transfer Agreement, and also includes other areas in which the Company provides water services with the approval of the Partners Committee and subject to compliance with any requirements of the LG(WS) Act.

Share means a share in the Company and **Shares** means any shares in the Company on issue from time to time.

Share Subscription Price means the subscription price payable by each Shareholder for shares issued under clause 2.2(a).

Shareholder means a shareholder in the Company and includes any person who subsequently becomes a shareholder. Where Shares are held by persons jointly, those persons are considered one Shareholder for the purpose of this document.

Shareholder Representative means the Partners Committee Representative of a Shareholder;

Shareholder Reserved Matters means the matters of the nature listed in Part 1 of Schedule 2.

Special Shareholder Resolution means a resolution that is approved by a majority of 75 per cent or more of the votes of those Shareholders entitled to vote and voting on the question or a written resolution in accordance with section 122 of the Companies Act.

Special Partner Resolution has the meaning set out in clause 5.3(d).

Statement of Expectations has the meaning given to it in LG(WS) Act.

Terms of Reference means the terms of reference of the Partners Committee in the form set out in Schedule 3 as amended from time to time by agreement of the Partners.

Transfer Agreement has the meaning given to it in the LG(WS) Act.

Transfer Principles means the document, in the form agreed by the Shareholder Representatives and the Company in accordance with clause 7.1(b) or determined under the Expert Resolution Process, setting out:

- (a) the principles and methodology for the identification of the Water Services related assets, liabilities and debt of each Shareholder to be transferred to the Company under each Transfer Agreement;
- (b) the method (or options for methods) of transferring Water Services related assets, liabilities and debt of the Shareholders to the Company (which may include the Company agreeing to service and repay debt, or a portion of debt, which shall remain owing by a Shareholder); and
- (c) to the extent not addressed in debt transfer, the method (or options for methods) for recovery by each Shareholder from the Company of costs incurred by that Shareholder in relation to the planning for, formation of and preparation for provision of any transitional support to, the Company as a water organisation and water services provider under the LG(WS) Act.

Water Services Annual Budget has the meaning given to it in the LG(WS) Act.

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Water Services Annual Report has the meaning given to it in the LG(WS) Act.

Water Services Half-yearly Report means the document referred to in section 248 of the LG(WS) Act.

Water Services Strategy has the meaning given to it in the LG(WS) Act.

Water Services has the meaning given to it in the LG(WS) Act, which will be the water services transferred to the Company in accordance with the Transfer Agreement between the Company and each Shareholder and otherwise provided by the Company in its Service Area.

1.2 Interpretation

In this document, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and *vice versa*, and a gender includes other genders;
- (c) another grammatical form of a defined word or expression has a corresponding meaning;
- (d) words in this document have the same meaning as in the Companies Act unless inconsistent with the context;
- (e) a reference to a party, person or entity includes:
 - (i) an individual, firm, company, trust, partnership, joint venture, association, corporation, body corporate, estate, state, government or any agency thereof, municipal or local authority and any other entity, whether incorporated or not (in each case whether or not having a separate legal personality); and
 - (ii) an employee, agent, successor, permitted assign, executor, administrator and other representative of such party, person, entity;
- (f) a reference to dollars or \$ is to New Zealand currency and excludes every tax and duty;
- (g) a reference to a clause, schedule, appendix or attachment is to a clause, schedule, appendix or attachment of this document;
- (h) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (i) references to the word "include" or "including" are to be construed without limitation;
- (j) references to any form of law is to New Zealand law, including as amended or re-enacted;
- (k) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (l) "written" and "in writing" include any means of reproducing words, figures or symbols in a tangible and visible form;
- (m) any obligation falling due for performance on or by a day other than a Business Day will be performed on or by the Business Day immediately following that day; and
- (n) an obligation not to do something includes an obligation not to allow or cause that thing to be done.

1.3 Subsidiaries of the Company

If at any time the Company has a subsidiary (as defined in the Companies Act) or subsidiaries, clauses 3.1 and 6.1 will be read so as to relate to the group of companies consisting of the Company and its subsidiaries, rather than to the Company alone.

2. Establishment of Company**2.1 Shares on incorporation**

On the date of this document the Company has the number of Shares set out in Schedule 1 which are held by the Shareholders as set out in Schedule 1.

2.2 Further Share issues on Day One and on the Actual Net Asset Adjustment Date

- (a) Each Shareholder agrees that:
- (i) on Day One the Board of the Company will issue each Shareholder a number of fully paid ordinary Shares with such number to be calculated on the basis that, immediately following such issue, the total number of Shares held by each Shareholder will reflect the proportion that the total amount of that Shareholder's Estimated Net Assets represents of the aggregate amount of Estimated Net Assets of all Shareholders;
 - (ii) following Day One, there will be a parallel calculation by each Shareholder of its Actual Net Assets under (and in accordance with) its Transfer Agreement to determine:
 - (A) the total amount of each Shareholder's Actual Net Assets; and
 - (B) the total amount of all Shareholders' Actual Net Assets; and
 - (iii) on the Actual Net Asset Adjustment Date, the Board of the Company will issue each Shareholder an additional number of fully paid ordinary Shares with such number to be calculated on the basis that, immediately following such issue, the total number of Shares held by each Shareholder will reflect the proportion that the sum of that Shareholder's Actual Net Assets represents of the aggregate amount of the Actual Net Assets of all Shareholders.
- (b) In the event any dispute arises between Shareholders relating to the Actual Net Assets of a Shareholder, or the basis of share allocation or issue, there will be no share issue under clause 2.2(a)(iii) until the dispute is resolved in accordance with the Expert Resolution Process. Upon resolution of the dispute in accordance with the Expert Resolution Process, Shares shall be issued in accordance with that resolution.

Example of Share issues under clause 2.1 and 2.2(a)

The following tables provide **illustrated examples only** of the manner in which the Share issues under clauses 2.1 and 2.2 will occur on Day Zero, Day One and the Actual Net Asset Adjustment Date.

Example 1: Share issue on Day Zero (Clause 2.1)

Shareholder	Net Asset Value	New Shares	Total shares	Total Interest
Wellington City Council	0	1	1	20%
Hutt City Council	0	1	1	20%

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Shareholder	Net Asset Value	New Shares	Total shares	Total Interest
Upper Hutt City Council	0	1	1	20%
Porirua City Council	0	1	1	20%
Greater Wellington Regional Council	0	1	1	20%
Totals	0	5	5	100%

Example 2: Shares Issue on Day One (to be based on the estimated amount of each Shareholder's Net Assets) (Clause 2(a)(i))

Shareholder	Net Assets (estimated)	New Shares	Total shares	Total Interest
Wellington City Council	\$2,800,000,000	399	400	40%
Hutt City Council	\$2,030,000,000	289	290	29%
Upper Hutt City Council	\$770,000,000	109	110	11%
Porirua City Council	\$910,000,000	129	130	13%
Greater Wellington Regional Council	\$490,000,000	69	70	7%
Totals	\$7,000,000,000	9,995	1,000	100%

Example 3: Shares Issue on Actual Net Asset Adjustment Date (to be based on the sum of each Shareholder's Actual Net Assets and Establishment Costs) (Clause 2(a)(ii))

Shareholder	Sum of Actual Net Assets and Establishment Costs	New Shares	Total shares	Total Interest
Wellington City Council	\$2,765,000,000	3,550	3,950	39.5%
Hutt City Council	\$1,995,000,000	2,560	2,850	28.5%
Upper Hutt City Council	\$840,000,000	1,090	1,200	12%
Porirua City Council	\$945,000,000	1,220	1,350	13.5%
Greater Wellington Regional Council	\$455,000,000	580	650	6.5%
Totals	\$7,000,000,000	9,000	10,000	100%

2.3 Shareholder consent

Each Shareholder consents for all purposes (including for the purposes of section 50 of the Companies Act) to being a shareholder of the Company in respect of any Shares issued to it in accordance with this document and its name being entered in the share register and of the Company in respect of those Shares.

2.4 No further consent required

Each Shareholder expressly confirms that:

- (a) no further consent or authorisation is required of the Shareholders to permit the Board to:
 - (i) issue Shares under each of clauses 2.1, 2.2(a)(i) and (iii), 2.2(b) and (as may be agreed between the Company and the Shareholders) 2.6(b); and
 - (ii) update the share register of the Company to record the issue of such shares; and
- (b) this clause 2.4 will serve to the extent required:
 - (i) as a waiver of any pre-emptive rights of each Shareholder in relation to any such issue, including under section 45 of the Companies Act;
 - (ii) as the agreement and concurrence of all entitled persons for the purposes of section 107 of the Companies Act; and
 - (iii) as adequate agreement, consent and authorisation under this document and the Constitution.

2.5 Subsequent Share issues

The parties agree that this clause 2.1 and 2.2 only addresses the issue of Shares on Day Zero, Day One and the actual Net Asset Adjustment Date under the Transfer Agreement entered into by a Shareholder on the establishment of the Company as a water services provider (each of which is intended to be interdependent on and settle contemporaneously with all Shareholders' Transfer Agreements). Any subsequent issue of Shares will be managed in accordance with the Constitution and the other provisions of this document.

2.6 Payment for Shares

- (a) Unless otherwise agreed in a Transfer Agreement, a Shareholder's obligation to pay its Share Subscription Price for Shares issued under clause 2.2(a) will be satisfied by the Shareholder transferring the water services assets, liabilities and other matters as specified in, and otherwise in accordance with, that Shareholder's Transfer Agreement.
- (b) The Shareholders acknowledge that the Company may require further capital on Day One to provide an appropriate level of initial working capital. This will depend upon the Company's ability to secure funding from LGFA, among other matters. If further capital is, in the reasonable opinion of the Board, required, then the Shareholders shall co-operate with each other and the Company to develop, finalise and implement an appropriate capital contribution on Day One, on agreed terms.

2.7 Name and registered office

The name of the Company will be as set out in Schedule 1, and the initial registered office and address for service of the Company will be as set out in Schedule 1.

3. Purpose of Company**3.1 Purpose**

It is the intention of the Partners that the Company is to carry on the Business.

3.2 Initial business set up

The Partners will work together to procure the initial business set up, operational steps, and transactions described and summarised in Schedule 1.

3.3 Price harmonisation

The Partners agree that the Company will initially prioritise cost efficiency when delivering water services, but will work towards developing a financial model and water charging arrangements that are based on price harmonisation for water users within the Service Area (which is to be achieved on a date to be agreed by all Partners). Prior to achieving price harmonisation, the Company may apply appropriate price differentials in setting charges for water users within the Service Area so that those charges reflect the corresponding costs to serve those water users.

4. Board and Directors

4.1 Board

- (a) The Company will have the number of Directors that comply with the Constitution.
- (b) The Directors will be appointed and removed in accordance with this document and the Constitution, taking into account any Board Skills Matrix.

4.2 Existing Directors

As at the date of this document, the Directors named in Schedule 1 are deemed to have been nominated and approved by the Partners to be the Directors.

4.3 Performance evaluation

The Board will undertake a self-evaluation of its performance on an annual basis, in line with accepted good governance principles and practices, and the results will be reported directly to the Partners Committee and to the Chief Executives (or equivalent) of each of the Partners.

5. Shareholders' and Partners' obligations

5.1 Annual Meeting of Partners

- (a) Subject to paragraph (b) below, the Board must call an annual meeting of Partners (**Annual Meeting of Partners**) to be held:
 - (i) not later than six months after the end of each Financial Year; and
 - (ii) not later than 15 months after the previous annual meeting.
- (b) It is not necessary for the Board to call, or for the Company to hold, an Annual Meeting of Partners under paragraph (a) if:
 - (i) there is nothing required to be done at that meeting; or
 - (ii) any matter otherwise required to be done at an Annual Meeting of Partners has been done by way of a written Special Partner Resolution.

5.2 Special meeting of Partners

A special meeting of Partners:

- (a) may be called at any time by the Board; and
- (b) must be called by the Board on written request from:
 - (i) the Partners Committee; or
 - (ii) three Partners.

5.3 Voting and Shareholder Reserved Matters and Partner Reserved Matters

- (a) Subject to paragraph (b) below, and except in respect of any resolution that is required by the Companies Act or the Constitution to be passed as a Special Shareholder Resolution, all resolutions of meetings of the Shareholders may be passed by Ordinary Resolution.
- (b) The Company will not enter into any transaction or matter which is a Shareholder Reserved Matter unless the entry into of that transaction or matter is approved by Special Shareholder Resolution.
- (c) The Company will not enter into any transaction or matter which is a Partner Reserved Matter unless the entry into that transaction or matter is first approved by the Partners Committee by way of a Special Partner Resolution.
- (d) For the purpose of paragraph (c), a **Special Partner Resolution** means a resolution of the Partners Committee approved by:
 - (i) 66.66 per cent or more of the votes cast; and
 - (ii) Partner Committee Representatives representing a majority of the Partners.
- (e) The voting provisions set out in (d) above (and in clause 8 of Schedule 3) shall be reviewed by the Partners Committee two years after Day One. Any Partner may suggest changes to the voting provisions which the other Partners shall consider reasonably and in good faith, with a view to agreeing changes to enhance the fairness of the provisions to each Partner and the equitable treatment of Partners.

5.4 Comply with Constitution

Each Partner acknowledges the provisions of the Company's Constitution, and each Shareholder will comply with the Company's Constitution. The Partners acknowledge that the enduring constitution of the Company shall be adopted on or as soon as practicable following the execution of this document.

5.5 Compliance with laws

The Shareholders, and to the extent possible, the Partners who are not Shareholders, and the Company, will each ensure it complies with its obligations under the LGA, *Local Government (Water Services Preliminary Arrangements) Act 2024*, the LG(WS) Act and the Companies Act, as applicable.

5.6 Spirit of collaborative working

The Partners must at all times act in a spirit of co-operation and collaborative working, endeavouring to act together to allow for the effective communication of the Partners' intentions or requirements to the Company.

5.7 No surprises

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The Partners will use best endeavours to act under the principle of “no surprises”, both with the Company and with each other in relation to their respective interests.

6. Partners Committee

6.1 Establishment and Terms of Reference

- (a) Promptly after the date of this document, the Partners will establish, maintain and operate a Partners Committee in accordance with the Terms of Reference to provide overarching governance of the Company, including:
 - (i) in relation to the appointment of Directors to the Board;
 - (ii) to assist the Partners to fulfil their obligations under this document;
 - (iii) to provide a direct relationship between the Partners and the Board; and
 - (iv) where the Company has any obligation to consult with the Shareholders under the LG(WS) Act or other applicable law, to allow the Company to meet that obligation by consulting with the Partners Committee.
- (b) The Partners Committee will be established as a joint committee under clause 30(1)(b) of Schedule 7 to LGA.
- (c) Each Partner:
 - (i) hereby confirms the Terms of Reference for the Partners Committee are on the terms set out in Schedule 3 to this document;
 - (ii) in the case of a Shareholder Partner, will appoint a Partners Committee Representative and an Alternate in accordance with clause 6.2;
 - (iii) in the case of a Mana Whenua Partner, will nominate a Partners Committee Representative and an Alternate for appointment, in accordance with clause 6.3;
 - (iv) will delegate to the Partners Committee the responsibilities and powers necessary to participate in and carry out the Partners Committee governance oversight responsibilities, including those responsibilities and powers set out in Schedule 3; and
 - (v) without limiting paragraph (iv), will delegate to the Partners Committee all responsibilities and powers in relation to agreeing:
 - (aa) when Shareholder meetings, or resolutions in lieu of Shareholder meetings, are required (without prejudice to Shareholder and Board rights to call meetings under the Constitution or the Companies Act); and
 - (bb) the appointment, removal and remuneration of Directors.

6.2 Appointing and Replacing Partners Committee Representatives of Shareholders

The initial Partners Committee Representatives, and Alternates, of the Shareholder Partners shall be as set out in Schedule 1. A Partners Committee Representative of a Shareholder shall also be its Shareholder Representative. Each Shareholder Partner's appointed Partner Committee Representative and/or Alternate may be (and, if there is any vacancy, shall be) replaced from time to time by that Shareholder Partner providing written notice to the Company, the Partners Committee and the other Partners.

6.3 Special Provision for Mana Whenua Appointments and Replacements: To comply with the provisions of LGA relating to joint committees, each of the Mana Whenua Partners:

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- (a) nominates the persons set out against their name in Schedule 1 for appointment as their initial Partners Committee Representative and Alternate; and
- (b) may (and shall, if there is any vacancy) by notice to the Partners Committee and the other Partners, nominate a replacement for their Partner Committee Representative and/or Alternate,

and the Shareholders shall each confirm the appointment or replacement by Council resolution, or otherwise, in accordance with LGA, and notify the Company of the appointment or replacement.

6.4 Independent Chairperson

- (a) The Partners Committee may, by unanimous vote, appoint to the Partners Committee an independent chairperson, to act as the chairperson of the Partners Committee.
- (b) To be independent, and qualify for appointment under clause 6.4(a), a person must be neither a current elected member of any Local Authority that is a Shareholder nor a current employee of any Shareholder or the Company. To qualify for appointment as Independent Chairperson, a person must also not be disqualified from holding office as a director of a company under section 151 of the Companies Act.
- (c) The Independent Chairperson shall not have a vote on any resolution of the Partners Committee, or be counted in the quorum for a Partners Committee meeting, but shall be permitted to engage fully at Partners Committee meetings and in the Partners Committee decision-making process.
- (d) The Partners Committee shall decide upon the remuneration (if any) of the Independent Chairperson, which shall be shared equally between the Shareholders.
- (e) An Independent Chairperson may be removed and replaced at any time by unanimous vote of the Partners Committee.
- (f) An Independent Chairperson may resign at any time by notice to the Partners Committee.
- (g) An Independent Chairperson shall hold office until they:
 - (i) cease to be independent as provided in clause 6.4(b);
 - (ii) are removed from office under clause 6.4(e);
 - (iii) resign in accordance with clause 6.4(f); or
 - (iv) become a person disqualified from holding office as a director of a company under section 151 of the Companies Act.

6.5 General Authority of Partners Committee Representatives

Subject to the delegations under clause 6.1 above, each Partner agrees that any action, matter or decision for a Partner or Shareholder under this document may be undertaken on its behalf by its Partners Committee Representative or Alternate (including voting on or signing any resolution of the Partners Committee or Shareholders). Any action of an Alternate shall be valid, and binding on the relevant Partner as if undertaken by that Partner's Partners Committee Representative, notwithstanding that the Partners Committee Representative was in fact able or available to take the relevant action.

6.6 Attendance of Partners Committee Representatives at meetings

Each Partner will ensure that its appointed Partners Committee Representative or the Alternate attends each meeting of the Partners Committee and Shareholders.

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6.7 Failure to attend

If a Partner's appointed Partners Committee Representative or their Alternate is not present at the number of consecutive meetings of the Partners Committee set out in Schedule 1, then that Partner will be required, on notice by any other Partner, to replace that Partner's appointed Partners Committee Representative and/or Alternate.

7. Transfer Agreements

7.1 Agreed Templates and Methodologies: The Shareholder Representatives and the Company shall co-operate in good faith, acting reasonably and promptly, to prepare and agree (such agreement to be unanimous), prior to the end of [February] 2026:

- (a) a template Transfer Agreement, to be used as a basis for preparing the Transfer Agreement for each Shareholder;
- (b) the Transfer Principles; and
- (c) the Net Asset Calculation Manual.

If agreement is not reached on any of the above documents by the end of [February] 2026, then any Shareholder Representative or the Company may, by notice to the others, require any unresolved issues to be determined using the Expert Resolution Process.

7.2 Application of Templates and Methodologies: Each Shareholder shall use the template Transfer Agreement agreed pursuant to clause 7.1 to prepare its Transfer Agreement, and shall apply the Transfer Principles in identifying assets, liabilities and debt to be included in its Transfer Agreement, making only such changes to the template Transfer Agreement or departures from the Transfer Principles as are necessary or desirable to reflect special or unusual cases and circumstances.

7.3 Sharing of Transfer Agreements: Each Shareholder shall provide a copy of its draft Transfer Agreement to each other Shareholder and the Company prior to the end of [March] 2026. When providing the draft, each Shareholder shall identify any changes to the template Transfer Agreement or departures from the Transfer Principles it has made.

7.4 Sharing of Estimated Net Assets: Each Shareholder shall estimate its Net Assets in good faith, using the Net Asset Calculation Manual, and shall provide that estimate to each other Shareholder and the Company no later than the end of [May] 2026.

7.5 Actual Net Assets: As soon as each Shareholder has calculated or determined its Actual Net Assets under clause 2.2(a)(ii), it shall provide a copy of that calculation (including all supporting materials under the Net Asset Calculation Manual) to each other Shareholder and the Company.

7.6 Issues Relating to Transfer Agreement: After receiving a draft Transfer Agreement pursuant to clause 7.3, any Shareholder or the Company may, within 10 Business Days following receipt of the Transfer Agreement, by notice to all other Shareholders and the Company, raise an issue or issues to be resolved in relation to that Transfer Agreement, which may only relate to an actual or potential departure from the template Transfer Agreement or the Transfer Principles. The nature of each issue and a description of the departure must be set out in the notice. If such a notice is given, the issue will be resolved using the Expert Resolution Process.

8. Loans and guarantees by Shareholders

- (a) Subject to clauses 8(b) and 8(c), no Shareholder will be required to make any loans to the Company or guarantee the obligations of the Company, to any creditor or other party except with the express prior agreement of the relevant Shareholder.

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- (b) The Shareholders agree that, at the required or desirable time before Day One, each Shareholder will take all steps necessary to enable the Company to access debt financing from LGFA. Without limiting this clause **8Error! Reference source not found.**, the Shareholders acknowledge and agree that, in order to enable the Company to access debt financing from LGFA, they will provide a guarantee in respect of the obligations of the Company to LGFA (**LGFA Guarantee**) that (unless otherwise agreed):
 - (i) is, in aggregate, limited to an amount that is not less than the maximum forecast debt requirements of the Company to LGFA over the **[ten year]** period commencing on Day One;
 - (ii) provides for each Shareholder to have several liability; and
 - (iii) provides for the several liability of each Shareholder under the LGFA Guarantee to be a set proportionate amount that is calculated by reference to the proportion which the value of debt to be transferred to the Company by that Shareholder with effect from Day One bears to the total value of debt to be transferred to the Company by all Shareholders with effect from Day One.
- (c) The Shareholders also acknowledge that the Company may need to seek financial accommodation from parties other than LGFA, including registered banks in New Zealand. The Shareholders each agree to act reasonably in considering any request by the Company for a guarantee (on terms substantially similar to the LGFA Guarantee) that may be required in order to access such financial accommodation.
- (d) The Shareholders agree that the proportionate basis of the LGFA Guarantee (and any other guarantee that may be granted by the Shareholders under clauses **8Error! Reference source not found.** or 8(c)) shall be reviewed **[2 years]** after Day One (and at each subsequent date as may be requested by at least two (2) Shareholders, in writing) to determine if the basis of apportioning liability under the relevant guarantee remains a fair and equitable basis of apportionment at the relevant time, having regard to all relevant factors at that time.
- (e) If the Shareholders agree that the proportionate basis of any relevant guarantee should be changed in a particular manner, then the Shareholders and the Company shall negotiate in good faith with the relevant beneficiary to seek and agree the change.

9. Statement of Expectations

9.1 Preparation

- (a) The Partners will be responsible for jointly preparing and finalising the Statement of Expectations in accordance with the LG(WS) Act, within the time periods required by the LG(WS) Act. The Partners will delegate this responsibility to the Partners Committee in accordance with clause 6.1.
- (b) Unless the Partners otherwise agree, or an alternative process is provided for in the LG(WS) Act (in which case that alternative process will be followed), the Partners Committee will meet at least 10 months before the date on which the Company is required to prepare a Water Services Strategy under the LG(WS) Act, to agree the process for preparing the next Statement of Expectations, which will be consistent with the Constitution and the process requirements set out in the LG(WS) Act, and that process will be published on the website of one or more of the Shareholders in accordance with the LG(WS) Act.
- (c) Clause 9.1(b) shall not apply to the first Statement of Expectations, which shall be finalised by the Partners Committee and delivered to the Company prior to 31 December 2025.
- (d) In addition to the requirements specified in the LG(WS) Act, the Statement of Expectations will also include the matters set out in Schedule 1.

- (e) No later than the period set out in Schedule 1 before the publication date, or an alternative date agreed by the Partners, the Statement of Expectations approved by the Partners Committee will be circulated to the Chairperson of the Board, the Chief Executive of the Company and the Partners Committee.

9.2 Compliance

The Partners will ensure that the business of the Company is conducted in accordance with its Statement of Expectations.

10. Shares

10.1 No sale

No Shareholder will directly or indirectly sell, transfer, or dispose of the legal or beneficial ownership of, or the control of, any of its Shares otherwise than in compliance with the Constitution and LG(W)S Act.

10.2 No Security Interest

A Shareholder must not grant a Security Interest over any of its Shares.

10.3 Share issue

Subject to approval of the Shareholders in accordance with clause 5.3, the Board may issue Shares in accordance with the Constitution and the principles set out in Schedule 1.

10.4 Additional Shareholders

Subject to the approval of the Shareholders and the Partners in accordance with clause 5.3, additional Local Authorities may become shareholders in the Company in accordance with the Constitution and the principles set out in Schedule 1. Upon the introduction of a new Shareholder, the Partners Committee may also approve the admission of a mana whenua Partner or Partners whose Rohe falls, or falls in part, within the territorial district of the new Shareholder.

11. Shareholder Exit and amalgamation

11.1 Exiting shareholders

A Local Authority may cease to be a shareholder in the Company in accordance with the Constitution and the principles set out in Schedule 1 (a **Shareholder Exit**).

11.2 Amalgamation of Shareholders

If two or more of the Shareholders amalgamate into a single council (an **Amalgamation Event**), the shares in the Company held by each of those Shareholders immediately prior to the date of amalgamation will transfer to the new amalgamated Shareholder. The new amalgamated Shareholder will only be entitled to one Partners Committee Representative, but the votes able to be cast by that Partners Committee Representative on any resolution of the Partners Committee will be the sum of the votes able to be cast by the Partners Committee Representatives of the amalgamating Shareholders.

11.3 Consequences of Shareholder Exit or amalgamation

If a Shareholder Exit or Amalgamation Event occurs or is likely to occur:

- (a) the continuing Partners (including any amalgamating Partners) (**Continuing Partners**) will meet and discuss the effect of the Shareholder Exit or Amalgamation Event on the shareholding structure of the Company and will exercise their voting rights to ensure that the

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structure (including the relative shareholding percentages of the remaining shareholders) remains fit for purpose having regard to the purposes for which the Company was established as set out in clause 2 (and having regard to clause (c) below); and

- (b) if requested by a continuing Shareholder or by **[three]** Continuing Partners, the Continuing Partners will meet and discuss the effect of the Shareholder Exit or Amalgamation Event on the arrangements contemplated under this document more widely in accordance with the following principles:
 - (i) each Continuing Partner acknowledges their ongoing commitment to the principle of co-operation and collaborative working as set out in clause 5.6;
 - (ii) the arrangements in respect of the governance of the Company must continue to be fit for the purpose of the Company as a water organisation and the respective community and economic interests of the Continuing Partners; and
 - (iii) if **[two or more]** Shareholder Exits are expected to occur, **[two or more]** Shareholders are expected to amalgamate, or clause (c) below applies, for a period of **[six]** months from the date the initial request was given under paragraph (b) above (or such longer period as the Partners agree in writing) the Continuing Partners will negotiate in good faith to reach agreement on appropriate changes to the arrangements contemplated under this document to ensure they remain fair and fit for purpose, including in relation to the arrangements applying to the Partners Committee. If agreement cannot be reached, then any Continuing Partner may by notice refer the matters remaining to be agreed to resolution under clause 14.
- (c) If a Shareholder Exit or Amalgamation event may cause the Company to become a subsidiary (as defined in the Companies Act) of any Shareholder, then the Shareholder Exit or Amalgamation shall not be permitted to take effect without the consent of that Shareholder, and, at the request of that Shareholder, the Continuing Partners and the Company shall negotiate in good faith to determine appropriate Shareholding adjustments and, if necessary or desirable, amendments to this document, to ensure that the Company does not become such a subsidiary and make appropriate consequential adjustments.
- (d) A Shareholder will cease to be a party to this document when they no longer hold any Shares, and clause 12.2 shall apply accordingly.

12. Term and termination

12.1 Term

This document commences on the date it is signed by all parties and continues until the first date on which:

- (a) only one Shareholder owns all Shares;
- (b) none of the Shareholders hold Shares;
- (c) all Partners agree that this document is terminated; or
- (d) the date on which the Company is liquidated.

12.2 Consequences of termination

Any termination of this document in relation to a Shareholder does not affect any accrued rights that Shareholder may have against the other parties to this document or which the other parties to this document may have against it as at the date of termination.

12.3 Survival

Termination of this document will not affect the rights and obligations of the Shareholders set out in clauses 13, 16, 17 and 18 which are intended to survive the termination of this document.

13. Suspension of rights

13.1 Consequences

If an Event of Default occurs in respect of a Shareholder (the **Defaulting Shareholder**) the Non-Defaulting Shareholders may, by notice in writing to the Defaulting Shareholder, require that the Defaulting Shareholder is suspended, while that Event of Default continues, as follows:

- (a) all rights of the Defaulting Shareholder under this document (including the right to vote on a Shareholder Reserved Matter) and all rights attaching to the Defaulting Shareholder's Shares (the **Default Shares**) (including voting) are suspended and the Default Shares are not to be counted for the purpose of determining a quorum for a Shareholders' meeting;
- (b) all voting rights of the Shareholder's Partner Committee Representative/Shareholders Representative and Alternate are suspended; and
- (c) all appointment rights of the Defaulting Shareholder in relation to the Partners Committee are suspended.

13.2 Non-Defaulting Shareholder

For the purposes of clause 13.1:

- (a) Non-Defaulting Shareholders means all Shareholders which are not the Defaulting Shareholder; and
- (b) any notice which may be given by the Non-Defaulting Shareholders may be given by a Shareholder or Shareholders which holds or hold more than half of the Shares held by all Non-Defaulting Shareholders.

13.3 Default interest

If any party does not pay any amount payable under this document on the due date for payment (the **Due Date**) that party will pay to the other party interest (both before and after judgment) on that amount. That interest will:

- (a) be paid at the rate set out in Schedule 1;
- (b) be paid by instalments at intervals 10 Days from the Due Date; and
- (c) be calculated on a daily basis from and including the Due Date until the unpaid amount is paid in full.

The right of a party to require payment of interest under this clause does not limit any other right or remedy of that party.

13.4 Other remedies

Clauses 13.1 and 13.3 are without prejudice to any other right, power or remedy under this document, at law, or otherwise, that any Shareholder has in respect of a default by any other Shareholder.

14. Dispute resolution

14.1 Notice in writing

If a party claims that a dispute has arisen, and the Expert Resolution Process does not apply, that party must give written notice to the other parties. The written notice must specify the nature of the dispute.

14.2 Negotiation

- (a) On receipt of a notice delivered in accordance with clause 14.1 and before any party may refer a dispute to mediation, the Partners Committee Representatives must, in good faith and acting reasonably, do their best to resolve the dispute quickly and efficiently through negotiation.
- (b) If any Partners Committee Representative considers that the dispute is not being resolved in a timely manner, that Representative may serve written notice on the other parties' Partners Committee Representatives to escalate the dispute to the Chief Executives or equivalent (where a Partners Committee Representative is not the Chief Executive or equivalent) of the applicable Partners for resolution.
- (c) If the dispute has not been resolved within 20 Business Days (or within any other period as agreed by the parties) of the date of the notice referred to in clause 14.2, any party may submit the dispute to mediation.

14.3 Mediation

- (a) If the parties do not resolve the dispute by negotiation, the parties must, in good faith and acting reasonably, do their best to resolve the dispute by participating in mediation with an independent mediator.
- (b) If the parties do not agree on a mediator, then the mediator will be appointed by the New Zealand Dispute Resolution Centre.
- (c) The parties must mediate the dispute in accordance with principles agreed between them or, if no agreement can be reached, the New Zealand Dispute Resolution Centre Mediation Rules.
- (d) Unless the parties agree otherwise, the mediator's fee and any other costs of the mediation itself (such as for venue hire or refreshments) will be shared equally between the parties, but each party will pay its own costs of preparing for and participating in the mediation (such as for travel and legal representation).

14.4 Arbitration

- (a) If the dispute has not been resolved within 40 Business Days (or within any other period as agreed by the parties) of the dispute being referred to mediation, any party (the **Initiating Party**) may refer that dispute to binding arbitration by issuing a written notice (an **Arbitration Notice**) to the other party or parties (together with the Initiating Party, the **Disputing Parties**) for final resolution in accordance with the provisions of this clause 14.4 and in accordance with the provisions of the Rules of Arbitration of the New Zealand Dispute Resolution Centre, as amended or modified from time to time (the **NZDRC Rules**).
- (b) The arbitral panel will consist of one arbitrator. The arbitrator will be appointed by the agreement of the Disputing Parties or, failing agreement within 10 Business Days of the date of the Arbitration Notice, in accordance with the NZDRC Rules.
- (c) The seat of arbitration will be as set out in Schedule 1 and the arbitration will be conducted in the English language.

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- (d) The award of the arbitration will be in writing and must include reasons for the decision.
- (e) The award of the arbitration will be final and binding on the parties. No party may appeal to the High Court under Clause 5 of the Second Schedule of the *Arbitration Act 1996* on any question of law arising out of an award.
- (f) The award will allocate or apportion the costs of the arbitration as the arbitrator deems fair.
- (g) Neither the existence of any dispute nor the fact that any arbitration is pending hereunder will relieve any of the Parties of their respective obligations under this document.

14.5 Implementation of agreement

Each Disputing Party must do whatever is reasonably necessary to put into effect any negotiated or mediated agreement, arbitral award or other resolution. This includes exercising voting rights and other powers as required.

14.6 Rights and obligations during a dispute

During a dispute, each party must continue to perform its obligations under this document.

14.7 Interlocutory relief and right to terminate

This clause does not restrict or limit the right of a party to obtain interlocutory relief, or to immediately terminate this document where this document provides such a right.

15. Expert resolution process

15.1 Application of Process: The dispute resolution process in this clause shall be followed when this document expressly states that the Expert Resolution Process applies to an issue or dispute.

15.2 Notice: The party raising the issue or dispute must give notice to the Shareholders and the Company, giving details of the issue or dispute, including the details set out in the relevant clause of this document referring the issue or dispute to the Expert Resolution Process.

15.3 Resolution by Agreement: The Shareholder Representatives and the Company shall engage and communicate (and meet, if requested by any of them) with a view to resolving the issue or dispute. An issue or dispute shall be resolved, and the resolution shall be binding on all Shareholders and the Company if:

- (a) in the case of an issue or dispute relating to Actual Net Assets, share allocation or issue under clause 2.2(a)(iii) or a Transfer Agreement relating to a particular Shareholder, the resolution is agreed by:
 - (i) the Shareholder Representative of the Shareholder whose Actual Net Assets, share allocation or issue or Transfer Agreement has given rise to the issue;
 - (ii) a majority of the Shareholder Representatives of the other Shareholders; and
 - (iii) the Company; and
- (b) in any other case, a majority of the Shareholder Representatives and the Company agree to the resolution.

15.4 Failure to Reach Agreement: If the Shareholder Representatives and the Company do not reach a resolution of an issue or dispute pursuant to clause 15.3 within [10] Business Days of receipt of the notice under clause 15.2, then any Shareholder or the Company may, within [5] Business Days, refer the issue to such firm of chartered accountants or lawyers or other appropriate expert (depending on

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the nature of the matters in issue) with suitable experience in dealing with such matters as are in dispute:

- (a) as is agreed by a majority of the Shareholder Representatives and the Company; or
- (b) failing agreement within **[5]** Business Days of the date of any Shareholder notifying details of its suggested expert to the other Shareholders and the Company, as is appointed by the President for the time being of the New Zealand Law Society,

(the **Expert**). The Expert will be required to make a decision in respect of the issue or dispute (and any consequential adjustments) within **[10]** Business Days from the date upon which the matter is referred to him or her.

15.5 Expert Decision Binding: The decision of the Expert will, in the absence of fraud or manifest error, be conclusive and binding on all Shareholders and the Company.

15.6 Failure to Refer: If no Shareholder refers an unresolved issue or dispute to an Expert pursuant to clause 15.4, then the notice under clause 15.2 (and under any relevant clause referring the issue or dispute to the Expert Resolution Process) will be deemed to have been withdrawn, and the issue or dispute may no longer be pursued. In the case of the documents referred to in clause 7.1, the last draft of the relevant document available as at the time of the notice given under clause 7.1 shall be final and binding on all Shareholders and the Company.

15.7 Expert Process Provisions: In resolving an issue or dispute under this clause:

- (a) the Expert will be deemed to be acting as an expert, not as a mediator or an arbitrator;
- (b) nothing in this clause will constitute a submission to arbitration under the Arbitration Act 1996;
- (c) each Shareholder and the Company must give the Expert any information and assistance, and will ensure that its duly authorised representatives meet with the Expert, as the Expert may reasonably require in order to expedite the resolution of the issue or dispute; and
- (d) the Shareholders and the Company will be jointly and severally liable to the Expert for all costs incurred by the Expert, but the Expert may allocate, to any one or more of the Shareholders and the Company, the responsibility for payment of those costs and that allocation will be binding on the Shareholders and the Company.

16. Confidential information and public announcements

16.1 Confidentiality

Each party must keep confidential the Confidential Information, and must not disclose or permit the disclosure of any Confidential Information to any other person. If a party becomes aware of a breach of this obligation, that party will immediately notify the other parties.

16.2 Further permitted use and disclosure

This document does not prohibit the disclosure of Confidential Information by a party in the following circumstances:

- (a) the other parties have consented to the disclosure of the relevant Confidential Information;
- (b) the disclosure is specifically contemplated and permitted by this document;
- (c) the disclosure of Confidential Information is to an employee, subcontractor, agent or representative who needs it for the purposes of this document; the disclosure is to a professional adviser in order for it to provide advice in relation to matters arising under or in

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connection with this document; the disclosure is required by a court or governmental or administrative authority; or

- (d) the disclosure is required by applicable law or regulation, including under the *Local Government Official Information and Meetings Act 1987*.

16.3 Public announcements and media releases

Each party agrees that it will not make any public announcements or issue media releases in connection with, or on behalf of, the other Partners or the Company in relation to the Company or any Water Services, except with the written consent of the other Partners, or in accordance with a resolution of the Partners Committee. Nothing in this provision will prohibit or restrict a Partner from making a public announcements or media releases in connection with the Partner's own involvement with, or policies in relation to, the Company.

17. Notices

17.1 Giving notices

Any notice or communication given to a party under this document is only given if it is in writing and sent in one of the following ways:

- (a) delivered or posted to that party at its address and marked for the attention of the relevant department or officer (if any) set out in Schedule 1; or
- (b) emailed to that party at its email address and marked for the attention of the representative set out in Schedule 1.

17.2 Change of details

If a party gives the other party three Business Days' notice of a change of its postal address or email address, any notice or communication is only given by that other party if it is delivered, posted or emailed to the latest postal address or email address.

17.3 Time notice is given

Any notice or communication is to be treated as given at the following time:

- (a) If it is delivered, when it is left at the relevant address.
- (b) If it is sent by post, five Business Days after it is posted.
- (c) If it is sent by email, when it is received in readable form addressed in the manner specified above.

However, if any notice or communication is given, on a day that is not a Business Day or after 5:00 p.m. on a Business Day, in the place of the party to whom it is sent it is to be treated as having been given at the beginning of the next Business Day.

18. General

18.1 No partnership, joint venture

Nothing in this document will create or evidence any partnership, joint venture, agency, trust or employer/employee relationship between any of the Partners, and a Partner may not make or allow to be made, any representation that any such relationship exists between any of the Partners. A Partner does not have authority to act for, or to incur any obligation on behalf of, any other Partner, except as expressly provided for in this document.

18.2 No privity

Other than as expressly provided for in this document, this document is not intended to confer a benefit on any person or class of persons who is not a party to it.

18.3 Counterparts

This document is deemed to be signed by a Partner if that Partner has signed or attached that Partner's signatures to any of the following formats of this document:

- (a) an original; or
- (b) a photocopy; or
- (c) an electronic copy;

and if every Partner has signed or attached that Partner's signatures to any such format and delivered it in any such format to the other Partners, the executed formats will together constitute a binding agreement between the Partners.

18.4 Entire agreement

This document contains everything the parties have agreed in relation to the subject matter it deals with. No party can rely on an earlier written agreement or anything said or done by or on behalf of another party before this document was executed.

18.5 Severance

If any provision of this document is, or becomes unenforceable, illegal or invalid for any reason it will be deemed to be severed from this document without affecting the validity of the remainder of this document and will not affect the enforceability, legality, validity or application of any other provision of this document.

18.6 Further assurance

Each Partner will make all applications, execute all documents and do or procure all other acts and things reasonably required to implement and to carry out its obligations under, and the intention of, this document.

18.7 Variation

No variation of this document will be of any force or effect unless it is in writing and signed by the parties to this document or approved as a Partner Reserved Matter.

18.8 Assignments and transfer

A party must not assign or transfer any of its rights or obligations under this document without the prior written consent of each of the other parties.

18.9 Costs

Except as otherwise set out in this document, each party must pay its own costs and expenses, including legal costs and expenses, in relation to preparing, negotiating, executing and completing this document and any document related to this document.

18.10 Inconsistency with legislation or Constitution

If there is any inconsistency between:

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- (a) a provision in this document and a mandatory provision in the LG(WS) Act or the LGA, then the mandatory provision in the LG(WS) Act or the LGA (as the case may be) will prevail; and
- (b) this document and the Constitution then each party agree to abide by this document and to do everything required to change the Constitution so that it is consistent with this document.

18.11 Mandatory review of the Partners Agreement

The Partners Committee will undertake a review of this document no later than five years from Day One. The purpose of the review is to ensure that the document, and the related arrangements, are still fit for purpose.

18.12 Waiver

- (a) A waiver of any right, power or remedy under this document must be in writing signed by the Partner granting it. A waiver only affects the particular right, obligation or breach for which it is given. It is not an implied waiver of any other right, obligation or breach or an implied waiver of that right, obligation or breach on any other occasion.
- (b) The fact that a party fails to do, or delays in doing, something the party is entitled to do under this document does not amount to a waiver.

18.13 Governing law

This document is governed by the laws of New Zealand.

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Schedule 1– Agreement details

Item	Detail												
Service Area(s) for provision of "Water Services" <i>(Clause 1.1)</i>	Subject to each Transfer Agreement, the Service Area for the provision of Water Services initially relates to territorial districts of: (a) Hutt City Council; (b) Porirua City Council; (c) Upper Hutt City Council; and (d) Wellington City Council.												
Initial share issue and shareholding <i>(Clause 2.1)</i>	Total Shares issued on incorporation: 5 Initial Shareholders: <table border="1"> <thead> <tr> <th>Shareholder</th><th>Number of Shares</th></tr> </thead> <tbody> <tr> <td>Greater Wellington Regional Council</td><td>1</td></tr> <tr> <td>Hutt City Council</td><td>1</td></tr> <tr> <td>Porirua City Council</td><td>1</td></tr> <tr> <td>Upper Hutt City Council</td><td>1</td></tr> <tr> <td>Wellington City Council</td><td>1</td></tr> </tbody> </table>	Shareholder	Number of Shares	Greater Wellington Regional Council	1	Hutt City Council	1	Porirua City Council	1	Upper Hutt City Council	1	Wellington City Council	1
Shareholder	Number of Shares												
Greater Wellington Regional Council	1												
Hutt City Council	1												
Porirua City Council	1												
Upper Hutt City Council	1												
Wellington City Council	1												
Price payable for each share issued <i>(Clause 2.6)</i>	Means $A \div B$ where: A means the Actual Net Assets of a Shareholder; and B means the total number of Shares issued to the Shareholder after any Share issue under clause 2.2.												
Name of Company <i>(Clause 2.7)</i>	Tiaki Wai MetroWater Limited												
Registered office and address for service of Company <i>(Clause 2.7)</i>	Level 3, 79 Boulcott Street, Wellington Central, Wellington 6011												
Initial business set up activities <i>(Clause 3.2)</i>	In addition to the matters expressly covered elsewhere in this document: (a) Interim Financial Support: The Shareholders shall agree and enter into (if not already entered) an agreement under which they shall contribute proportionately to the establishment costs of the Company. (b) Wellington Water Limited Amalgamation: (i) The Shareholders shall reach agreement with South Wairarapa District Council (SWDC) by the end of [March] 2026 for the transfer of its shares in Wellington Water Limited (WWL) to the Shareholders, such transfer to be in proportion to the shareholdings of Shareholders in WWL. (ii) The Company shall agree any interim service arrangements for the SWDC's Service Area, in order for SWDC to be in a position to agree to that transfer. (iii) The Company and the Shareholders shall take all steps and enter into all documents required to effect the short												

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Item	Detail
	form amalgamation of WWL into the Company on Day One. (c) Service Level Agreements: Each Shareholder and the Company shall, prior to Day One, agree and enter into appropriate service level agreements, under which each Shareholder shall provide support services to the Company as required by the Company on an interim basis before its own systems, processes and capabilities are in place. (d) [Other?]
Initial Directors (Clause 4.2)	Will Peet (Director and Chair) Elena Trout Adrian Wimmers Jon Lamonte
Partners Committee membership (Clause 6.2)	Total number of members of the Partners Committee: Seven Initial Partners Committee Representatives: [name] appointed by Greater Wellington Regional Council Alternate: [name] [name] appointed by Hutt City Council Alternate: [name] [name] appointed by Porirua City Council Alternate: [name] [name] appointed by Taranaki Whānui ki Te Upoko o Te Ika Alternate: [name] [name] appointed by Te Rūnanga O Toa Rangatira Alternate: [name] [name] appointed by Upper Hutt City Council Alternate: [name] [name] appointed by Wellington City Council. Alternate: [name] Quorum for meetings of the Partners Committee: [five] members
Consequences of failure to attend Partners Committee meeting (Clause 6.7)	Two
Additional matters that should be specified in the Statement of Expectations (Clause 9.1(d))	Other than for the first Statement of Expectations, the following additional matters must be addressed in the Statement of Expectations (unless otherwise determined by the Partners Committee): (a) relationships with shareholders, shareholders' communities, Taranaki Whānui ki Te Upoko o Te Ika, Te Rūnanga o Toa Rangatira, and customers; (b) performance indicators; (c) strategic priorities for the Water Services Strategy; (d) third party obligations;

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Item	Detail
	(e) specific obligations of the Shareholders; (f) requirement to undertake community and/or consumer engagement; (g) collaboration when providing water services; (h) Water Services Strategy to be independently reviewed; and (i) additional plans and/or reports.
Time period before publication to provide the agreed Statement of Expectations to the Chairperson of the Board, the Chief Executive of the Company and the Partners Committee <i>(Clause 9.1(e))</i>	15 Business Days
Principles for share issue, including additional shareholders and exiting shareholders <i>(Clause 10.3)</i>	New Shareholders The principles which govern the process for additional Local Authorities joining after the establishment of the Company (which are intended to be legally binding) include: (a) additional Local Authorities may become shareholders in the Company; (b) additional Local Authorities would be issued shares in same manner as founding shareholding councils, i.e., in accordance with substantively the same terms as the Transfer Principles; (c) a “buy in” price will be payable; (d) the “buy in price” will be set on a basis that takes into account a proportionate share of the costs incurred by the founding shareholder Local Authorities to establish the Company; and (e) the basis on which that “buy in” price is set will be determined by the Partners Committee, but generally shall be consistent with the Net Asset Calculation Manual. Exiting Shareholders The principles which govern the process for Shareholders exiting after the establishment of the Company (which are intended to be legally binding) include: (a) a Shareholder may exercise its right to exit the Company by giving two years’ notice of its intention to cease to be a shareholder. The terms on which the exit may occur, such as any “buy out” price will be a Partners Reserved Matter; (b) with the exception of Greater Wellington Regional Council, the right to exit may only be exercised after a period of no less than 10 years from Day One. The Greater Wellington Regional Council may exercise the right to exit (on at least two years’ notice, as specified above) after a period of no less than two years from Day One. Greater Wellington Regional Council’s shares would be re-distributed on its exit to the remaining Shareholders in a way that maintains their relative proportional shareholdings and ensures that the Company does not become a subsidiary of any one shareholding council; (c) with the exception of Greater Wellington Regional Council, the exiting Shareholder would be entitled to have the original Water Services assets it transferred to the Company (or representative equivalent assets) transferred back to it along with the relevant debt apportioned to those assets. This would not apply to the Greater Wellington Regional Council, which agrees that on exit it will not be seeking to recover the assets. liabilities or debt transferred to Metro Water;

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	(d) a “buy out” price may be payable on exit to reflect effective compensation for the costs of any new Water Services assets that may transfer to the exiting Shareholder, less the allocation and assumption of a share of the Company’s debt (and other liabilities) for the new Water Services assets; and (e) the basis on which that “buy out” price is set will be determined by the Partners Committee.	
Interest rate payable on payment default <i>(Clause 13.3(a))</i>	Three percentage points above: (a) the bank bill reference (bid) rate (rounded upwards, if necessary, to the nearest two decimal places) administered by the New Zealand Financial Benchmark Facility (or any other person which takes over the administration of that rate) for the relevant period and displayed on page BKBM of the Bloomberg screen or Thomson Reuters equivalent (or its or their successor page); or (b) if this rate does not appear on page BKBM of the Bloomberg screen or Thomson Reuters equivalent (or its or their successor page) or if such page is not available, the average of the mean bid and offered rates of Westpac New Zealand Limited for bank bills of exchange having a tenor of 90 days at 10.45 am on that Business Day, provided always that if such rate would be less than zero, it will be zero.	
Place of arbitration <i>(Clause 14.4(c))</i>	Wellington	
Address for notices <i>(clause 17.1)</i>	Greater Wellington Regional Council	Hutt City Council
	100 Cuba Street, Te Aro 6011 PO Box 11646, Wellington 6142 Email: [Insert details] Attention: [Insert details]	30 Laings Road, Hutt Central, Lower Hutt 5010 Private Bag 31-912, Lower Hutt 5040 Email: [Insert details] Attention: [Insert details]
	Porirua City Council	Taranaki Whānui ki Te Upoko o Te Ika
	16 Cobham Court, Porirua City Centre, Porirua 5022 PO Box 50218, Porirua 5240 Email: [Insert details] Attention: [Insert details]	Tramways Building, 1-3 Thorndon Quay, Wellington 6011 Freepost 166974, PO Box 12164, Thorndon, Wellington 6144 Email: [Insert details] Attention: [Insert details]
	Te Rūnanga O Toa Rangatira	Upper Hutt City Council
	Cnr Te Hiko and Ngāti Toa Street Takapūwāhia, Porirua PO Box 2199, Wellington 6140 Email: [Insert details] Attention: [Insert details]	Civic Administration Building, 838 - 842 Fergusson Drive, Upper Hutt Central 5018 Private Bag 907, Upper Hutt 5140 Email: [Insert details] Attention: [Insert details]

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Item	Detail	
	Wellington City Council	Tiaki Wai MetroWater Limited
	113 The Terrace, Wellington Central 6011 PO Box 2199, Wellington 6140 Email: [Insert details] Attention: [Insert details]	[insert physical and postal address details of Company] Email: [Insert details] Attention: [Insert details]
	Partners Committee	
	The Council named above which currently has responsibility for the secretariat of the Partners Committee under Schedule 310.	

Schedule 2 – Shareholder Reserved Matters and Partner Reserved Matters

1. Shareholder Reserved Matters

The **Shareholder Reserved Matters** are:

- (a) any issue of Shares (other than in accordance with clause 2.1 or 2.2);
- (b) any proposed transfer of Shares, other than the transfer of Shares by a Shareholder to any successor Local Authority to that Shareholder;
- (c) whether any share buy-backs will be undertaken by the Company;
- (d) whether any call will be made for new capital contributions;
- (e) any proposal to vary rights attaching to any equity securities in the Company;
- (f) taking any step in relation to the amalgamation, winding up or dissolution of the Company;
- (g) any proposal to vary or impact a minority shareholders' rights or interests; and
- (h) entry by the Company into a "major transaction" (as that term is defined in section 129(2) of the Companies Act).

2. Partner Reserved Matters

The **Partner Reserved Matters** are:

- (a) the terms on which any new non-shareholding Local Authority or mana whenua partner will accede as a Shareholder and/or Partner (as applicable);
- (b) the terms on which any existing Shareholder or Partner will exit as a Shareholder or Partner;
- (c) any amendments to this document or the Constitution;
- (d) the adoption of the Statement of Expectations;
- (e) the selection, appointment, and removal of Directors to the Company's Board; and
- (f) the adoption or amendment of the Board Skills Matrix .

For the purpose of paragraph (b) above, an exiting Partner may not participate in any vote on that Partners Reserved Matter and its voting entitlement will be disregarded for the purpose of determining whether a Partner Special Resolution is passed.

Schedule 3 – Partners Committee Terms of Reference

1. Purpose of the Partners Committee

The Partners Committee is established, as a joint committee under clause 30(1)(b) of Schedule 7 to LGA, to:

- (a) provide governance oversight of the Company which provides Water Services in the Service Area; and
- (b) provide a forum for the representatives of the Partners to meet, discuss and co-ordinate on relevant issues and, through their representatives, exercise their powers in respect of the Company.

2. Role and specific responsibilities of the Partners Committee

The Partners Committee's responsibilities are:

- (a) determining Board appointments and removals, and the term of each Director's appointment;
- (b) determining which Director will be Chair of the Board;
- (c) adopting and amending the Board Skills Matrix;
- (d) seeking and interviewing candidates for the Board as needed;
- (e) approving the remuneration of Directors;
- (f) monitoring the performance of the Board;
- (g) receiving and considering the Water Services Half-Yearly and Water Services Annual Reports of the Company;
- (h) engaging with the Company, on behalf of the Partners, in relation to the Company's preparation of its significance and engagement policy, and approving the proposed policy;
- (i) preparing a draft Statement of Expectations for the Company and considering comments from the Company on the same, and adopting the final Statement of Expectations and providing it to the Company;
- (j) receiving, considering and providing comments and recommendations to the Company on its draft Water Services Strategy and Water Services Annual Budget;
- (k) receiving, considering and providing comments and recommendations to the Company on any amendment to the Water Services Strategy;
- (l) receiving and considering such other information from the Company as the Partners Committee may request on behalf of the Partners and/or receive from time to time;
- (m) undertaking performance and other monitoring of the Company;
- (n) where requested or proposed by the Company, or any Partner, providing co-ordinated feedback, and recommendations as needed, on any matters, including water services assets and infrastructure and water conservation;

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- (o) determining when Shareholder meetings, or resolutions in lieu of Shareholder meetings, are required, without prejudice to Shareholder and board rights to call meetings under the Company's constitution;
- (p) providing recommendations to the Partners regarding changes to these terms of reference, the Partners Agreement and the Constitution of the Company; and
- (q) the performance monitoring of the Company, which will include undertaking the statutory mandated annual review of the Company's performance in giving effect to:
 - (i) the Statement of Expectations provided by the Partners; and
 - (ii) the strategic priorities, objectives, and outcomes specified in the Water Services Strategy.

3. Partners' responsibilities

To the extent that each Partner delegates relevant powers to the Partners Committee, the Partners Committee will provide a forum for the Partners to meet and exercise their powers in relation to the Company.

4. Membership

- (a) The Partners Committee will comprise seven members, or eight if an Independent Chairperson is in office, with the initial members being as set out in Schedule 1 to the Partners Agreement.
- (b) An appointee to the Partners Committee, other than the Independent Chair, may be an elected member of a Shareholder.

5. Chairperson

- (a) If an Independent Chairperson has been appointed, they shall hold office as the Chairperson of the Partners Committee until they cease to hold office under clause 6.4(g) of the Partners Agreement. If there is no Independent Chairperson in office, the Chairperson of the Partners Committee will be appointed by resolution of the Partners Committee, and may be removed or replaced in the same manner.
- (b) The Deputy Chairperson of the Partners Committee (who will act as Chairperson of the Partners Committee in the absence of the Chairperson) will be appointed by resolution of the Partners Committee, and may be removed or replaced in the same manner.

6. Quorum for meetings of the Committee

- (a) For a meeting of the Partners Committee to have a quorum, [five] Partners Committee Representatives, or their appointed alternates, must be present.
- (b) Where the Partners Committee is providing a forum for the Partners to meet and exercise their powers in relation to the Company, the requirements of the Company's Constitution and Partners Agreement will prevail.

7. Partners Committee Representatives and Alternates

- (a) Each Partner must appoint or nominate a Partners Committee Representative and an Alternate to that Partners Committee Representative, in accordance with the Partners Agreement.

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- (b) The Alternate may attend and vote at meetings of the Partners Committee, and undertake all actions in relation to the Partners Committee (including signing any resolution), as if they were the relevant Partners Committee Representative, but only in the event that the Partners Committee Representative is unable or unavailable to do so.

8. Decision-making

- (a) The Partners Committee will strive to make all decisions by consensus.
- (b) In the event that a consensus on a particular matter before the Partners Committee is not able to be reached, the Partners Committee shall vote on a resolution in respect of the matter.
- (c) If the matter is a Partner Reserved Matter, the resolution must be voted on as a Special Partner Resolution, and shall only be passed if the resolution is approved by:
 - (i) 66.66 per cent or more of the votes cast; and
 - (ii) Partner Committee Representatives representing a majority of the Partners.
- (d) If the matter is not a Partner Reserved Matter, the resolution may be passed by a simple majority of votes.
- (e) On any resolution of the Partners Committee, Partner Committee Representatives shall have votes as follows:
 - (i) the Partner Committee Representative of Wellington City Council shall have 3 votes;
 - (ii) the Partner Committee Representative of Hutt City Council shall have 2 votes; and
 - (iii) each other Partners Committee Representative shall have 1 vote.
- (f) In the situation where there is an equality of votes cast on a matter, the Chairperson does not have a casting vote and therefore the matter subject to the vote is defeated and the status quo is preserved.
- (g) Any resolution of the Partners Committee may be passed in writing, signed or assented to by or on behalf of Partners Committee Representatives holding the requisite majority of votes to pass the resolution, as specified above. Any such resolution in writing may consist of 1 or more documents in similar form (including letters, facsimiles, electronic mail, or other similar means of communication) each signed or assented to by or on behalf of 1 or more of the Partners Committee Representatives. Any Partners Committee Representative not signing the resolution shall be provided with a copy of the resolution.
- (h) Other than for those matters for which the Partners Committee has effective decision-making capacity through these terms of reference, each Partner retains its full powers to make its own decisions on matters referred to it by the Partners Committee.

9. Remuneration

Each Partner will be responsible for remunerating its representative on the Partners Committee for any costs associated with that person's membership of the Partners Committee.

10. Administration

Reports to be considered by the Partners Committee may be submitted by any of the Shareholders or the Company. The secretariat of the Partners Committee will be provided by Shareholders on a rotating basis.

11. Defined Terms

In these terms of reference:

Alternate, in relation to a Partner, means an alternate to that Partner's appointed Partners Committee Representative to attend and vote at meetings of the Partners Committee but only where the relevant Partner's appointed Partners Committee Representative is unable or unavailable to do so.

Board means the board of Directors of the Company.

Board Skills Matrix means a matrix setting out the skills which are required to be represented on the Board, by being held by one or more Directors in office, as adopted and amended from time to time.

Company means Tiaki Wai MetroWater Limited.

Director means a director of the Company.

Independent Chairperson means an independent chairperson of the Partners Committee appointed under clause 6.46.4(a) of the Partners Agreement, by unanimous vote of the Partners Committee.

Mana Whenua Partners means Te Rūnanga O Toa Rangatira and Taranaki Whānui ki Te Upoko o Te Ika.

Partners Agreement means the agreement relating to the Company between the Partners, as amended from time to time.

Partners Committee means the joint committee formed by the Partners in accordance with the Partners Agreement.

Partners Committee Representative means a member of the Partners Committee appointed in accordance with the Partners Agreement, other than any Independent Chairperson.

Partner Reserved Matters means matters of the nature listed in Part 2 of Schedule 2 to the Partners Agreement.

Partners mean each Shareholder and each of the Mana Whenua Partners

Service Area has the meaning given to it in the LG(WS) Act and, in relation to the Company, comprises the combination of the areas delineated by geographical boundaries specified in each Transfer Agreement as the area in which the Company will provide water services under that Transfer Agreement, and also includes other areas in which the Company provides water services with the approval of the Partners Committee and subject to compliance with any requirements of the LG(WS) Act.

Shareholders means a shareholder in the Company and includes any person who subsequently becomes a shareholder.

Statement of Expectations has the meaning given to it in LG(WS) Act.

Transfer Agreement has the meaning given to it in the LG(WS) Act.

Water Services has the meaning given to it in the LG(WS) Act, which will be the water services transferred to the Company in accordance with the Transfer Agreement between the Company and each Shareholder and otherwise provided by the Company in its Service Area.

Water Services Annual Budget has the meaning given to it in the LG(WS) Act.

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Water Services Annual Report has the meaning given to it in the LG(WS) Act.

Water Services Half-yearly Report means the document referred to in section 248 of the LG(WS) Act.

Water Services Strategy has the meaning given to it in the LG(WS) Act.

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Signing page

Executed as an agreement

**SIGNED by GREATER WELLINGTON
REGIONAL COUNCIL**

Signature of authorised signatory

Name of authorised signatory

Signature of authorised signatory

Name of authorised signatory

SIGNED by HUTT CITY COUNCIL

Signature of authorised signatory

Name of authorised signatory

Signature of authorised signatory

Name of authorised signatory

SIGNED by PORIRUA CITY COUNCIL

Signature of authorised signatory

Name of authorised signatory

Signature of authorised signatory

Name of authorised signatory

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**SIGNED by TARANAKI WHĀNUI KI TE
UPOKO O TE IKA**

Signature of authorised signatory

Name of authorised signatory

Signature of authorised signatory

Name of authorised signatory

**SIGNED by TE RŪNANGA O TOA
RANGATIRA**

Signature of authorised signatory

Name of authorised signatory

Signature of authorised signatory

Name of authorised signatory

SIGNED by UPPER HUTT CITY COUNCIL

Signature of authorised signatory

Name of authorised signatory

Signature of authorised signatory

Name of authorised signatory

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SIGNED by WELLINGTON CITY COUNCIL

Signature of authorised signatory

Name of authorised signatory

Signature of authorised signatory

Name of authorised signatory

**SIGNED by TIAKI WAI METROWATER
LIMITED**

Signature of authorised signatory

Name of authorised signatory

Signature of authorised signatory

Name of authorised signatory



DRAFT Statement of Expectations – background context and proposed content

During the last triennium, the shareholding councils developed and approved guiding principles for the first Statement of Expectations (SoE) for Tiaki Wai Metro Water Limited (Tiaki Wai). Those guiding principles were developed to guide the development of the SoE, which will be provided to Tiaki Wai on behalf of the Tiaki Wai Partners – being Hutt City Council, Porirua City Council, Upper Hutt City Council, Wellington City Council, and Greater Wellington Regional Council (the shareholding councils), and mana whenua partners Taranaki Whānui ki te Upoko o Te Ika and Ngāti Toa Rangatira.

This document has been prepared to show how the agreed principles have informed the drafting of the first SOE. The table below sets out the agreed guiding principles and cross references to the sections of the SOE that align with, or give effect to, those principles.

	Principle	SOE reference
1	The Statement of Expectations will support and be consistent with the other Foundation Documents (including the Constitution and Transfer Agreements) [the Customer Charter] and all legislative obligations that apply to Metro Water as a water organisation under the LGWS Act and other relevant legislation and will provide clarity of accountability between Metro Water and the shareholding councils.	Set out in expectations 45.4. Note, the Transfer Agreement are yet to be finalised as at 28/10/25.
2	Water services will be provided in a cost-effective, transparent, and financially sustainable manner. Metro Water will balance the need for water services charges to be affordable (i.e., customers' ability to pay water charges), fair, equitable, and with the pressing need to address the backlog of investment required in water infrastructure within the region/service area.	Referred to in paragraphs 3, 37 and 44. Set out in expectations 11.3, 13.2.3, 30.2, 36.3, 38.1, 38.2, 38.3, 41.4, and 47.1
3	Water services charges will initially reflect the cost to serve the local communities within Metro Water's service area in order to minimise cross-subsidisation. As such, regional differences in prices within Metro Water's service area can be maintained to reflect regional differences in investment, borrowings and costs of service. However, Metro Water will work towards regional harmonisation of water charges over the medium to long-term.	Set out in expectation 18.1.3.
4	Recognising water as a public good, in relation to instances of non-compliance during water restrictions, restricting the supply of drinking water to customers will only be used as a last resort. Where appropriate, other means to ensure compliance will be used first.	Set out in expectations 11.3, 36.1, 38.3 and 38.4.
5	Metro Water will have appropriate processes in place to have meaningful engagement with customers in its service area	Referred to in paragraph 29.

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	and will consider the views of those customers when making decisions and providing water services.	Set out in expectations 13.2.2, 30.1, 30.2, 30.3, 30.4, 30.5, 30.6 and 45.3.
6	In addition to the governance arrangements proposed in the Partners Agreement, Metro Water will have appropriate processes in place to have meaningful partnerships with mana whenua in its service area when delivery water services and will consider the views of mana whenua in its service area in relation to those water services. Metro Water will uphold Te Tiriti o Waitangi and existing Treaty settlement arrangements and give effect to te mana o te wai when providing water services working in partnership with mana whenua.	Delivered on through paragraphs 2, 4 and 23. Referred to in paragraph 26 and 27. Set out in expectations 18.1.4, 28.1, 28.2, 28.3 and 28.4, 32.1 and 43.2.
7	In providing water services Metro Water will look for opportunities to support broader outcomes for the communities in its service area, such as unlocking future growth opportunities, adopting social procurement policy, and partnering with councils, mana whenua and government agencies to support and implement relevant community strategies such as the Wairarapa-Wellington-Horowhenua Future Development Strategy [and the Porirua Harbour Accord]	Referred to in paragraphs 31, 39, 40 and 46. Set out in expectations 32.1, 41.1, 41.2, 41.3, 41.4, 47.1, 47.2, and 47.3.
8	Metro Water will be open and transparent on how it charges and provides water services to enable effective monitoring by its Partners and customers.	Referred to in paragraph 12. Set out in expectations 11.1, 11.3, 13.2.1, 38.2, 45.5.5.
9	The Statement of Expectations will reflect the agreed combined strategic priorities and outcomes of the Partners, rather than those of individual Partners. To this end, where appropriate, existing Wellington Water strategic priorities, outcomes, and reporting requirements should be used as a starting point for Metro Water.	Delivered on through paragraphs 2, 4 and 23. Referred to in paragraphs 8 and 14. Set out in expectations 15.2, 15.3, 18.1.2, 18.1.5, 34.6, and 41.1, 41.2 and 41.3.
10	The Statement of Expectations will build on the statutory requirements for Metro Water to co-operate with and support its shareholding councils with regulatory and planning matters, including resource management planning, land-use planning, and stormwater management, whilst also acknowledging that there will be some matters of shared	Referred to in paragraphs 19. Set out in expectations 20.1, 20.2, 20.3, 20.4, 32.3, 41.2 and 41.3.

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	interest where shareholding councils will need to partner with Metro Water.	
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DRAFT Statement of Expectations

Introduction

1. This Statement of Expectations (SOE) has been prepared for Tiaki Wai Metro Water Limited (Tiaki Wai) as required by the Local Government (Water Services) Act 2025..
2. It was adopted by the Tiaki Wai Partners Committee, which is made up of representatives of Hutt City Council, Porirua City Council, Upper Hutt City Council, Wellington City Council, and Greater Wellington Regional Council (the Shareholding Councils), and mana whenua partners Taranaki Whānui ki te Upoko o Te Ika and Ngāti Toa Rangatira (the Partners) on [19 December] 2025.

Context and purpose

3. Tiaki Wai has been established to deliver safe, reliable, affordable, and sustainable drinking water, wastewater and stormwater services within the Wellington metropolitan area. Tiaki Wai is required to deliver these services in accordance with the objectives in section 17, and financial principles in section 18, of the Local Government (Water Services) Act 2025 and the expectations set out in this SOE.
4. This SOE describes the collective expectations of the shareholding councils and mana whenua partners of Tiaki Wai. It provides direction on the outcomes Tiaki Wai is to seek to achieve when delivering water services for communities, as well as expectations for how Tiaki Wai should conduct itself and its relationships with key stakeholders.
5. The Partners have agreed that the initial focus for Metro Water should be on achieving a successful transition, which beds in operational stability, robust and independent governance, and the establishment of effective planning and investment processes with strong financial management. This focus is reflected in this SOE.
6. This SOE:
 - 6.1. sets specific expectations for the initial three years following establishment, from [19 December] to 30 June 2030.
 - 6.2. sets out enduring expectations that will apply across the lifetime of Tiaki Wai.
 - 6.3. forms the basis against which the Tiaki Wai Partners Committee and communities can hold Tiaki Wai to account in relation to its delivery of water services, and engagement with stakeholders and the community.
7. Tiaki Wai will need to build its internal capability and capacity so it can deliver on its objectives and the expectations that govern it. Existing staff, particularly those transitioning from the Shareholding Councils will also need to be well supporting through transition.

Expectations of Tiaki Wai during the transition phase (19 December 2025 to June 2030)

8. The first three years will be a pivotal time for Tiaki Wai. During this phase, it will be important to establish strong foundations and effective ways of working, while also maintaining continuity of service for customers. This phase will also require a smooth transition for employees, and the contractor and consultant market.

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9. Our expectations during this transition phase are set out below, and they will be reviewed in late 2026 to ensure that they remain relevant in the lead up to the next water services strategy for the 2027 to 2030 period.

Continuity of Service for Customers

10. The transition must be as smooth as possible for customers, with the move to paying directly for water services managed carefully to ensure transparency and avoid price shocks. Customers should receive effective service when reporting faults, and have a formal pathway to raise complaints, and a mechanism to resolve them.
11. It is expected that:
- 11.1. Tiaki Wai will set water charges in line with the projected amounts in the councils Long Term Plans for the 2026/27 financial year.
 - 11.2. the Pricing Strategy:
 - 11.2.1. for the 2026/27 financial year will be based on the councils rating policies.
 - 11.2.2. for the 2027/28 financial year and beyond will focus on changes to pricing structures or charges and this will be clearly laid out as part of the 2027-2037 Water Service Strategy.
 - 11.2.3. will be clearly communicated and will ensure transparency and affordability for customers.
 - 11.3. by 1 July 2027, Tiaki Wai will develop and implement a Financial Support Policy, including provisions for customer hardship assistance. This policy will set out how the organisation will support customers experiencing financial to ensure equitable access to essential water services.
 - 11.4. Tiaki Wai will work towards providing an improved customer interface and will work closely with Shareholding Councils to respond to customer queries in the interim.
 - 11.5. Tiaki Wai will join the Utilities Disputes Ltd dispute resolution scheme and promote this service to its customers.

Customer Charter (interim and enduring expectations)

12. The move to Tiaki Wai holding full responsibility for revenue, charging and service provision is a significant change for customers. Clear communication, and public confidence are essential as responsibilities transfer from Wellington Water Limited and the Shareholding Councils.
13. It is expected that:
- 13.1. Tiaki Wai will develop and publish a Customer Charter for Day One which sets out the organisation's commitment to operate openly, with clear and accessible information available for communities.
 - 13.2. the Customer Charter will:
 - 13.2.1. inform customers of what they can expect from Tiaki Wai regarding the provision of water services, service levels and how charges are set, and
 - 13.2.2. outline how customers can engage with Tiaki Wai and how Tiaki Wai will consider the views of customers when providing water services, and
 - 13.2.3. commit Tiaki Wai to being professional, open and transparent, acting with integrity, treating its customers fairly and with respect, and operating with clear and accessible information, and
 - 13.2.4. outline Tiaki Wai's commitment to the environment.
 - 13.3. Tiaki Wai will provide opportunities for the Partners Committee to review and comment on its draft Customer Charter.

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- 13.4. Once adopted, the Customer Charter will be made publicly available and actively promoted so that customers understand what they can expect from Tiaki Wai.

Making Use of Existing Knowledge

14. Tiaki Wai should work closely with Wellington Water and the Shareholding Councils to ensure a smooth transition and make full use of existing knowledge, strategies and plans wherever possible.
15. It is expected that Tiaki Wai:
- 15.1. will work with the Shareholding Councils to transfer any necessary consents, and in a way that upholds settlement or consent condition commitments.
 - 15.2. will collaborate with all Shareholding Councils, including by adopting appropriate shared service and service level support arrangements.
 - 15.3. draws on, and where appropriate, relies on existing strategies, plans and programmes for: stormwater risk management, emergency management, animal and plant pest management.

Water Services Strategy

16. In developing its first Water Services Strategy, Tiaki Wai is expected to take ownership of its strategic direction while ensuring appropriate oversight and alignment with existing planning completed by the Shareholding Councils.
17. As noted, it is intended that the initial focus for Metro Water is on achieving a successful transition. As a result, the first Water Services Strategy for Tiaki Wai should be prepared to focus on the first financial year of operations from 1 July 2026, ahead of a more comprehensive Water Services Strategy being developed in 2027 to align with the Shareholding Councils' Long-Term Plan cycle.
18. It is expected that:
- 18.1. the initial Water Services Strategy will:
 - 18.1.1. act as an interim strategy focusing on the delivery of services, financing and charging in Year 1 (2026/27), and will be in line with Year 3 of the shareholding councils Long Term Plans.
 - 18.1.2. reflect the strategic priorities of keep up, catch up, build up, clean up, address faults and improve resilience, noting the link between these priorities and the existing strategic priorities guiding Wellington Water's investment, and
 - 18.1.3. reflect the cost to serve the local communities within Tiaki Wai's service area to minimise cross-subsidisation in the short term.
 - 18.1.4. set the pathway for giving effect to te mana o te wai and mana whenua and community expectations for water outcomes, building capacity and capability - including at governance and leadership level - to uphold Te Tiriti and Treaty settlements and commitments to mana whenua for future health and wellbeing of the water,
 - 18.1.5. include detail on the implementation plan for water meters, or in lieu of one being in place, the plan to deliver one,
 - 18.1.6. include the prioritised programme for the Technology Systems Investment (TSI) Programme being rolled out within Wellington Water, for Tiaki Wai,
 - 18.1.7. include detail on how corporate capability within Tiaki Wai will be built to ensure efficient delivery of services, and

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- 18.1.8. reflect performance indicators and measures from the Shareholding Councils' Long Term Plans, with those indicators and measures to form the basis for accountability during the initial transitional phase.
- 18.2. Tiaki Wai is to provide the Partners Committee with:
 - 18.2.1. an early opportunity to comment on the draft Water Services Strategy, and
 - 18.2.2. a summary document clarifying any proposed significant changes to key projects or costs to customers when compared to the Long Term Plans (and annual plans) of the Shareholding Councils.
- 18.3. the interim Water Services Strategy will be replaced in 2027 by a new WSS that provides a fuller level of detail for the three years from 2027/28-2030/31 to align with the timing of the Shareholding Councils 2027-2037 Long Term Plans.

Stormwater Management

- 19. Effective stormwater management requires collaboration across multiple parties, and it is critical that a whole-of-catchment approach is taken.
- 20. It is expected that:
 - 20.1. Tiaki Wai will work closely with councils and Wellington Water in establishing a Stormwater Taskforce with representatives from councils and Wellington Water by December 2025 to address key issues and provide advice to Tiaki Wai and council decision-makers on stormwater matters.
 - 20.2. Tiaki Wai will take a catchment wide approach to stormwater management, including in its Water Services Strategy, noting the importance of recognising the full stormwater system incorporating both the natural and built environments. Through the development of transfer agreements, Tiaki Wai will work to resolve the approach to stormwater management with Shareholding Councils.
 - 20.3. Tiaki Wai will collaborate with Partners in preparing a Stormwater Network Risk Management Plan to identify any hazards and assess and manage risk relating to the network, and to prepare Service Agreements for the Stormwater Network.
 - 20.4. A Stormwater Service Level Agreement will be established between Tiaki Wai and the Shareholding Councils, where required.

Financial and Investment Management

- 21. Tiaki Wai must quickly establish prudent financial management practices. These should align with the Local Government Funding Agency (LGFA) framework and provide clear visibility to the partners of costs, funding requirements, and investment needs.
- 22. It is expected that Tiaki Wai:
 - 22.1. will work with the Local Government Funding Agency (LGFA) to prepare to accede as a participating borrower, ensuring access to the same financing terms available to councils and maintaining consistency across the region's funding arrangements.
 - 22.2. will work to establish a development contributions framework (or equivalent, in the event of future reform and the introduction of a development levy regime) that aims to recover 100% of growth-related costs, but in the initial transition phase will adopt the Shareholding Council's existing policies.
 - 22.3. will roll out charging and billing capability as soon as practicable, and until that time will work closely with the shareholding councils who will act as invoicing agents on Metro Water's behalf to facilitate the collection of water charges.
 - 22.4. will build its dedicated finance and payroll capability, delivered through the Technology Systems Improvement (TSI) programme as soon as practicable. Until that time, Tiaki

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Wai will work closely with Wellington City Council, using the existing payroll and finance arrangements currently in place for Wellington Water.

Our Enduring Expectations of Tiaki Wai

23. Our enduring expectations describe how Tiaki Wai should operate over the longer term. They reflect shared values and principles of the Partners and will remain relevant beyond the initial establishment phase.
24. While the enduring expectations set out how the Partners expect Tiaki Wai to operate in the longer term, they must be viewed in the context of the current operating environment, the condition of the assets being transferred, the operating budgets available in the first financial year and the time required to establish new systems and capability. For these reasons, Tiaki Wai is expected to work progressively toward meeting the enduring expectations, with full implementation to occur following completion of the initial establishment phase.
25. The enduring expectations are set out below.

Upholding Treaty principles, settlement obligations and te mana o te wai

26. Tiaki Wai must embed and uphold the principles of Te Tiriti o Waitangi, existing Treaty settlement obligations, and act in accordance with existing relationship arrangements and other commitments with Māori, through its governance, strategic planning, and delivery of water services.
27. Tiaki Wai will undertake its planning and operations in a manner that gives effect to te mana o te wai, while working in genuine partnership with mana whenua as kaitiaki of wai.
28. It is expected that:
 - 28.1. Tiaki Wai develops genuine partnerships with mana whenua, by providing opportunities and establishing formal mechanisms that facilitate and improve mana whenua input into strategic policy development and investment decisions.
 - 28.2. prior to Tiaki Wai making a significant decision in relation to land or a body of water, it must specifically consider the relationship of Māori and their culture and traditions with their ancestral land, water, sites, wāhi tapu, valued flora and fauna, and other taonga.
 - 28.3. Tiaki Wai will give effect to councils' commitments to ensure te mana o te wai is enhanced in its strategies, planning and investment decision making.
 - 28.4. the existing Partnership Service Agreements and Relationship Charter in place between mana whenua and Wellington Water Limited will endure until 30 June 2027.

Customer and Community

29. Tiaki Wai is to be a customer facing organisation and must embed a culture that puts the customer first. It is to be established and operated so that effective customer service, clear and regular communication and ensuring the views of communities are central to how water services are delivered.
30. It is expected that Tiaki Wai:
 - 30.1. will develop and uphold a Customer Charter, which is to be a public document that sets out Tiaki Wai's commitment to service levels and delivery expectations.
 - 30.2. will create and embed an organisational culture that is customer first, transparent, and recognised as a leader in health, safety, and wellbeing within the water services sector.

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- 30.3. will demonstrate a strong customer service ethos that prioritises responsiveness, respect, and accountability in every interaction.
- 30.4. will establish and maintain a customer reference group that includes representatives from communities across the service area.
- 30.5. will engage in open, collaborative consultation on significant issues or projects with directly affected or interested communities (in line with its Significance and Engagement Policy).
- 30.6. will communicate with customers in an open and timely way, and in a manner that is appropriate for the audience, about intended activities that may affect them, with clear explanations about key issues and drivers for activities, and opportunities for engagement with Tiaki Wai.

Environmental Stewardship

- 31. Tiaki Wai must be a responsible guardian of the environment and actively seek to protect and enhance the health of harbours and catchments in its service area, and other natural ecosystems it interacts with.
- 32. It is expected that:
 - 32.1. with the Shareholding Councils and mana whenua, Tiaki Wai will uphold the commitments made in (as applicable):
 - 32.1.1. Te Wai Ora o Porirua – Porirua Harbour Accord, and
 - 32.1.2. iwi management plans, and
 - 32.1.3. Te Mahere Wai, and
 - 32.1.4. Poutiaki Plan, and
 - 32.1.5. and any relevant memorandum of understanding and management plans for lakes.
 - 32.2. Tiaki Wai will focus on delivering water services in a manner that minimises adverse environmental effects as far as is reasonably practicable, and to pursue improvement in environmental outcomes wherever possible.
 - 32.3. Tiaki Wai will use its best endeavours to meet or exceed all environmental regulatory requirements, and where it does not meet those requirements shall take a proactive and practical approach to resolving all non-compliance.
 - 32.4. Tiaki Wai should apply a climate change lens to its decision making, and reduce carbon emissions across its activities over time.

Safe, reliable and resilient water services

- 33. As the water service provider for the Wellington metropolitan area, Tiaki Wai must remain aware of the importance of its role in protecting and supporting public health. Ensuring drinking water, wastewater and stormwater services are provided in a reliable, safe, and resilient way in the face of natural hazards, climate change, and the demands of population growth requires strong asset management practices, proactive investment, and sound risk management.
- 34. It is expected that Tiaki Wai:
 - 34.1. will build its asset management capability by improving the quality and completeness of asset data, and in doing so will proactively manage existing infrastructure to, optimally manage any deterioration, avoid future deficits, and support timely, well-planned investment decisions.
 - 34.2. will prioritise asset management planning towards very highly critical and highly critical assets so that risks of failure are minimised, ensuring communities can depend on these essential services now and into the future.

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- 34.3. will plan and deliver water services that are resilient to future challenges, including the impacts of climate change and natural hazards. Focus should be placed on ensuring long-term security and reliability of water services through strategic infrastructure and asset planning over a minimum 30-year horizon.
- 34.4. will identify critical gaps or risks in its ability to operate as a sound asset manager of water services in the service area and will have a recommended pathway to improved risk maturity.
- 34.5. will establish an effective enterprise level risk management framework and align internal management with strategic goals to improve operational efficiency and compliance.
- 34.6. will demonstrate improved programme and project governance including performance monitoring to ensure Asset Management Plans are applied fully to deliver the organisation's asset management responsibilities and ongoing work programmes.

Emergency Preparedness and Continuity of Service

- 35. Tiaki Wai will deliver a critical lifeline utility and is therefore expected to play a critical role in supporting community resilience before, during and after any emergency event.
- 36. It is expected that Tiaki Wai:
 - 36.1. ensures that drinking water supply and wastewater services either continues to operate during and following emergencies, even if at reduced levels, or is subject to minimal disruption only.
 - 36.2. actively participates in regional and local emergency management planning, Tiaki Wai and maintains and regularly updates its own emergency response and business continuity plans.
 - 36.3. works closely with shareholding councils, emergency services, and other lifeline utilities to ensure a coordinated and effective response to emergencies, including through timely and transparent communication with key agencies, and the public.
 - 36.4. will hold critical spare parts and equipment to enable rapid response to significant natural disasters or other major events that could disrupt service delivery. It will also develop plans for such events to ensure that it has the capability and resources to effectively and restore services as quickly as possible.

Affordability, Equity and Value for Money

- 37. Delivering value for money is about both cost efficiency and fairness, with decisions always to be tested against the affordability of water services for the community.
- 38. It is expected that:
 - 38.1. Tiaki Wai will deliver services in a way that is cost effective, financially sustainable and efficient. It must balance the affordability of water services for households with the need for sustained long-term investment in resilient infrastructure.
 - 38.2. Tiaki Wai will be open and transparent on how it charges for water services.
 - 38.3. Tiaki Wai should pay particular attention to equity and hardship, ensuring vulnerable households are supported through appropriate policies which document options such as flexible payment options.
 - 38.4. restricting water supply will be a last resort and that no household will be denied access to water services solely due to financial hardship.



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Aligned strategic growth planning

39. Upgraded and new water services infrastructure is needed to provide for expected population growth in the service area. This infrastructure must be planned and delivered to support the timing and location of growth identified in urban growth strategies and plans. This will ensure that new development areas have the necessary water infrastructure in place when they are needed, consistent with the sequencing and priorities agreed across the service area.
40. At the same time, Tiaki Wai needs to retain flexibility to respond to and support development that occurs outside of the planned sequence, where this is necessary to meet community or housing needs.
41. It is expected that:
 - 41.1. Tiaki Wai will consider and engage with the following strategies and plans when making decisions about the water services infrastructure required to support growth, and the sequencing of such infrastructure:
 - 41.1.1. Te Rautaki Whanaketanga ki tua a Wairarapa- Wellington- Horowhenua Future Development Strategy, and
 - 41.1.2. the Shareholding Council's district plans, long-term plans, infrastructure strategies and other growth-related plans, and
 - 41.1.3. any iwi led plans and strategies, to the extent that they are relevant to growth planning.
 - 41.2. Tiaki Wai will work closely with its Partners to ensure its long-term investment plans support and align with councils' growth strategies and urban development goals across the Wellington metropolitan region. This includes:
 - 41.2.1. engaging early, and ongoing, with councils as they develop key planning documents, such as Long-Term Plans, District Plans, and Spatial Strategies, to ensure water infrastructure planning supports agreed growth priorities.
 - 41.2.2. providing clear advice to councils on the different infrastructure needs and costs associated with greenfield (new development areas) and brownfield (redevelopment of existing areas) growth, to assist councils to make informed decisions about where and how to grow.
 - 41.3. Tiaki Wai will actively support the shareholding councils' building and resource consenting processes by:
 - 41.3.1. providing timely, accurate, and fit-for-purpose technical advice and approvals related to water service connections, and
 - 41.3.2. ensuring that its input enables councils to meet statutory processing timeframes and deliver a positive customer experience.
 - 41.4. the role of Tiaki Wai in facilitating connections to water networks and assessing infrastructure capacity as part of these consent processes must be clearly defined, consistently applied, and supported by transparent communication with both councils and applicants.
 - 41.5. Tiaki Wai will support the Shareholding Councils with any collective advocacy on growth related reform or plan change processes, so that a "one family" approach is taken where possible to growth planning across the service area.

Workforce and Capability

42. A safe, skilled, diverse, and culturally competent workforce is essential to the success of Tiaki Wai.



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43. It is expected that:

- 43.1. Tiaki Wai must provide a workplace that prioritises health, safety, and staff wellbeing, and invest in the development of its people. Appropriate policies and structures must be in place to support this.
- 43.2. Tiaki Wai establishes partnerships with the wider water sector, central and local government, training providers, and mana whenua to develop enabling policy, grow local capability and to create employment pathways that support long-term workforce sustainability.
- 43.3. to support a positive workplace culture, Tiaki Wai will:
 - 43.3.1. embed organisational values and behaviours into daily practices, and
 - 43.3.2. ensure leadership expectations are clear, and
 - 43.3.3. use appropriate performance management practices such as having accurate position descriptions, appropriate delegations, and supporting frequent one-one discussions to ensure employee performance and accountability.

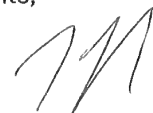
Governance, Accountability and Reporting

44. Maintaining strong independence while establishing strong governance arrangements will be important to the success of Tiaki Wai. Tiaki Wai must be open and transparent in its decision-making with Partners, key stakeholders and the communities it serves.

45. It is expected that:

- 45.1. Tiaki Wai will operate under a skills-based board that has the capability to oversee a complex, multi-owner organisation.
- 45.2. Tiaki Wai will meet best practice governance standards as set out by the Elements of effective governance — Office of the Auditor-General New Zealand.
- 45.3. the Partners Committee must receive advance notice of any decisions Tiaki Wai is considering that would involve a significant departure from its Water Services Strategy, or reprioritisation of activities, including advice about how the decision will be consulted on (if required by the Significance and Engagement Policy) or otherwise regularised (e.g. through an amendment to the Water Services Strategy).
- 45.4. Tiaki Wai will deliver water services and manage its operations in accordance with all relevant legislation.
- 45.5. Tiaki Wai will provide to the Partners Committee a half-yearly report at an aggregated, organisational level (i.e. not council-by-council) including:
 - 45.5.1. health, safety and wellbeing of staff as trend information and in a manner that ensures privacy for individuals, and
 - 45.5.2. performance against the performance measures in the Water Services Strategy, and
 - 45.5.3. delivery of capital projects against those specified in investment delivery plan for the financial year to which the report relates, and any departures from planned capital programmes (including where relevant to Council infrastructure programmes), and
 - 45.5.4. compliance status of resource consents including actual or potential compliance issues, along with proposed solutions for addressing any compliance issues, and
 - 45.5.5. forecast expenditure, lending and any associated implications for future water charges, and
 - 45.5.6. critical risks and proposed mitigations, and
 - 45.5.7. key stakeholder relationships, including meetings or other engagements,

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- 45.5.8. progress on key establishment activities, and
- 45.5.9. progress towards the planned transition of full customer services towards the planned exit from Wellington City Council hosted systems and services.
- 45.6. Tiaki Wai will comply with the Local Government Official Information and Meetings Act 1987 (LGOIMA), noting that information held by Tiaki Wai as a council-controlled organisation is subject to LGOIMA.
- 45.7. to ensure partners are aware of any material or significant events or other issues that may attract public interest and in line with the principle of “no surprises”, Tiaki Wai must proactively advise the partners of:
 - 45.7.1. any emerging significant risks including potential significant service failures, critical risks or compliance issues in advance of such events where possible, and immediately if significant service failures occur, and
 - 45.7.2. advise of mitigations, solutions or remediations that will be put in place to minimise the likelihood and/or impact of the reported risks, issues or service failures.
- 45.8. all reporting will be written in plain-English and made easily accessible to the community so that customers and the wider public can understand how the organisation is performing and to ensure trust and accountability are continually reinforced, noting sensitive information will be redacted from public communication.

Broader Outcomes

- 46. There is an opportunity for Tiaki Wai to consider broader outcomes and use its purchasing power to deliver wider community benefits such as employment, training, and support for local communities.
- 47. It is expected that Tiaki Wai:
 - 47.1. will reflect a social procurement approach in its procurement strategies while balancing the most cost-effective outcome to ensure water services remain affordable for customers.
 - 47.2. will pay the Living Wage.
 - 47.3. will establish a climate mitigation and adaptation policy to inform the 2030-2040 Water Services Strategy.

END



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31 October 2025

Report no: HCC2025/5/278

Proposed Temporary Road Closures: Stokes Valley Christmas Parade (2025 - 2027)

Purpose of Report

1. This report seeks approval for the temporary closure of sections of Stokes Valley Road and Evans Street, Stokes Valley, to enable the Stokes Valley Christmas Parade to proceed on the first Saturday of December in 2025, 2026, and 2027, between 12:00 pm and 1:00 pm.

Recommendations

That the Committee:

- (1) receives and notes the information;
- (2) approves the temporary closure of sections of Stokes Valley Road and Evans Street for the Stokes Valley Christmas Parade for a three-year period (2025, 2026, and 2027);
- (3) approves the event be held on the first Saturday of December each year (6 December 2025, 5 December 2026, and 4 December 2027), between 12.00pm and 1.00pm, with road closures as shown in Appendix 1, on:
 - a) Stokes Valley Road, Stokes Valley (between Kamahi Street and Bowers Street); and
 - b) Evans Street, Stokes Valley (restricted access from George Street to Stokes Valley Road);
- (4) notes that vehicles from the following roads will be unable to access Stokes Valley Road for approximately 20 minutes while the parade passes:
 - a) Raukawa Street;
 - b) Kamahi Street;
 - c) Poppy Watts Grove;
 - d) Dalton Grove;
 - e) Korau Grove;
 - f) Manuka Street;
 - g) Zeala Grove;
 - h) George Street;
 - i) Tanekaha Street;

- j) Akepiro Grove;
 - k) Chittick Street;
 - l) Kairimu Street;
 - m) Akepiro Grove;
 - n) Kennedy Grove;
 - o) Montgomery Street;
 - p) Milton Street;
 - q) Morrison Grove
 - r) Speldhurst Grove;
 - s) Te Ara o Tahumate;
 - t) Evans Street; and
 - u) Bowers Street;
- (5) notes that if the date or time of the parade changes in 2026 or 2027, a new road closure request must be submitted by the event organiser; and
- (6) approves the temporary removal of all existing parking restrictions and the implementation of 'No Stopping' restrictions on the affected roads during the event, as shown in Appendix 1 attached to the report.

These recommendations support a decision made by Council at its meeting held on 12 August 2008, when members approved a procedure for Council to follow to comply with the Local Government Act 1974 (Schedule 10) provisions for temporary road closures for events.

Background

2. The Stokes Valley Christmas Parade is a long-standing community event traditionally held on the first Saturday of December each year. Council has received a request from the event organiser to approve a three-year road closure (2025–2027) to support the ongoing delivery of the parade.
3. The three-year approval provides greater certainty for event planning, improves efficiency in managing annual approvals, and reflects the low-impact nature of the parade on the transport network.
4. The proposed road closures for each year have been reviewed and approved by the Transport Corridor Access team. The organiser has provided temporary traffic management and safety plans that meet Council requirements and ensure safe delivery of the event.
5. Based on previous events (2022–2024), traffic impacts are expected to be minor and short in duration. Disruptions to vehicle access are limited to approximately 20 minutes during the parade. There are no significant changes to traffic management or the route compared to prior years.
6. Council has previously supported the Stokes Valley Christmas Parade through the temporary closure of local roads under the provisions of Schedule 10 of the Local Government Act 1974.

Options

7. The options are to:
 - a) Approve the proposed temporary road closures and associated parking restrictions as provided in Appendix 1; or
 - b) Decline approval.
8. Officers recommend option a), as it supports a well-established community event with minimal traffic disruption. Option b) would prevent the event from proceeding.

Climate Change Impact and Considerations

9. The matters addressed in this report have been considered in accordance with the process set out in Council's Climate Change Considerations Guide.
10. The decision is not expected to increase greenhouse gas emissions or be affected by climate change. There are no opportunities through this decision to reduce emissions or build climate resilience.

Consultation

2025 Event:

11. Public consultation was undertaken by the event organiser from 20 to 31 October 2025, focusing on businesses directly affected along Stokes Valley Road (between Kamahi Street and Evans Street), Evans Street, and Bowers Street. The consultation letter is attached as Appendix 2.
12. No objections were received from affected businesses. While residents did not receive letter drops, the event organisers have outlined a comprehensive communication plan that includes multiple posts and ads on the Stokes Valley Community Facebook page, radio notices, and corflute signs on affected roads and at key retail locations. Additionally, a large sign will be installed at the Valley entrance. The organiser has been in contact with local schools, which will also share the information in their newsletters.
13. Given the parade's long-standing history and the absence of previous complaints, the impact on residents is considered minimal.
14. If approval is granted, Council will publish a public notice regarding the road closures in The Post two weeks prior to the event. Additionally, the event organiser will deliver a notification letter to all affected residents and businesses one week before the event, providing final event details and access information.

2026 and 2027 Events:

15. No direct consultation has been undertaken for the 2026 or 2027 events. Given the long-standing nature of the Stokes Valley Christmas Parade and the community's familiarity with it, it is anticipated that the event will continue in future years.

16. Based on the minimal traffic impacts observed in previous years, officers are confident the event can proceed safely and efficiently in 2026 and 2027, provided that appropriate public consultation is undertaken by the event organiser ahead of each event.
17. The event organiser is aware of the requirement to carry out public consultation in advance of the 2026 and 2027 events and must advise Council of the consultation outcomes prior to each event proceeding.

Legal Considerations

18. Approval from Council is required to permit the temporary road closures and associated parking restrictions, in accordance with Schedule 10 of the Local Government Act 2002.

Financial Considerations

19. The event organiser is receiving a grant of \$3,500 + GST from Council's Christmas Event Fund to contribute towards traffic management costs. The organiser is responsible for any remaining associated costs. Council will cover the cost of the public notice in The Post.

Appendices

No.	Title	Page
1 ↓	Appendix 1: Stokes Valley Christmas Parade 2025/2026/2027-Proposed Temporary Road Closure Plan	128
2 ↓	Appendix 2: Consultation Letter - 2025	131

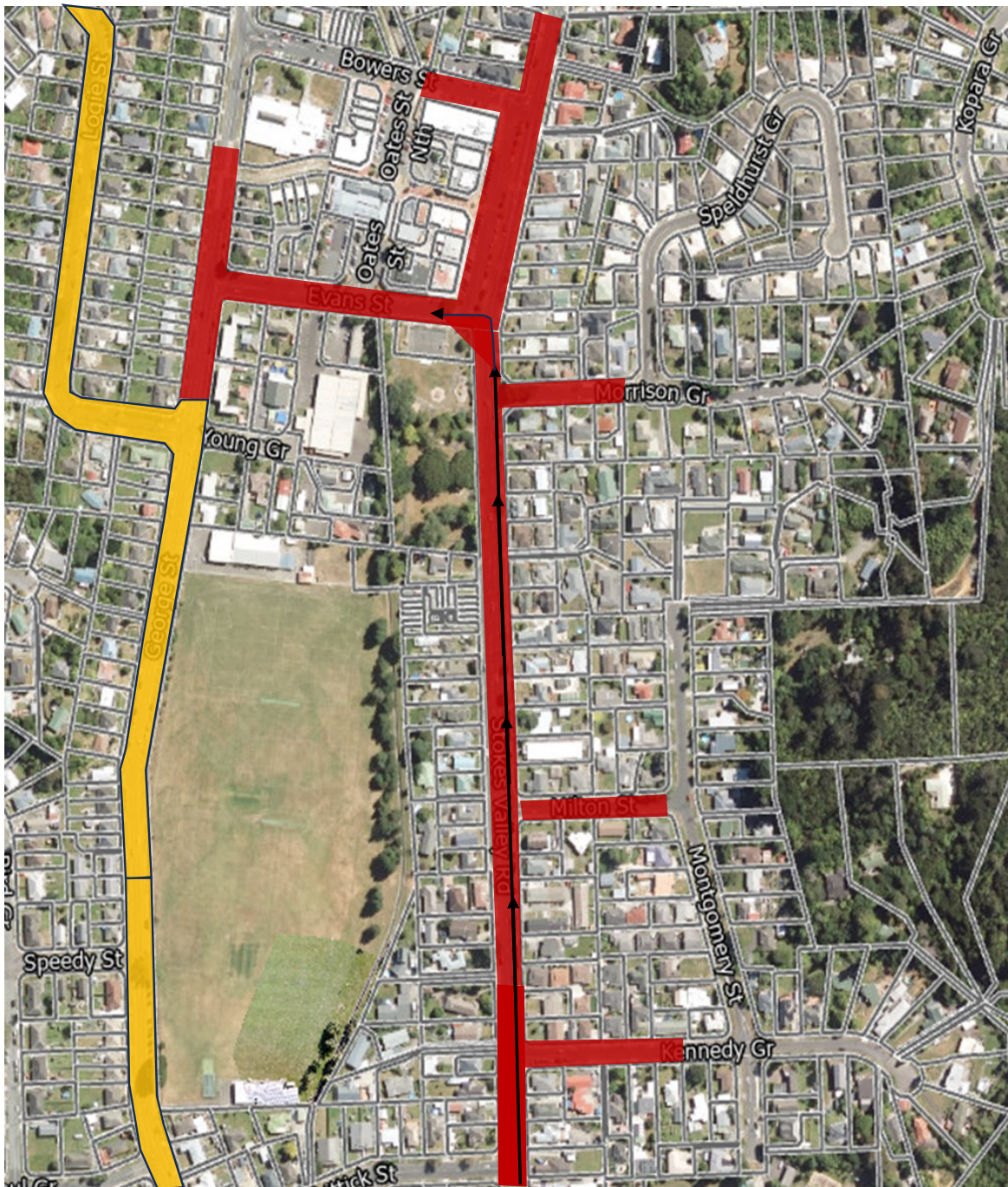
Author: Rogan Murugadhas
Traffic Engineer

Author: Evandro Scherer
Transport Engineering Manager

Reviewed By: Paul Hewitt
Head of Transport

Approved By: Jon Kingsbury
Director Economy & Development

TEMPORARY ROAD CLOSURE FOR STOKES VALLEY ROAD – XMAS PARADE 2025/2026/2027



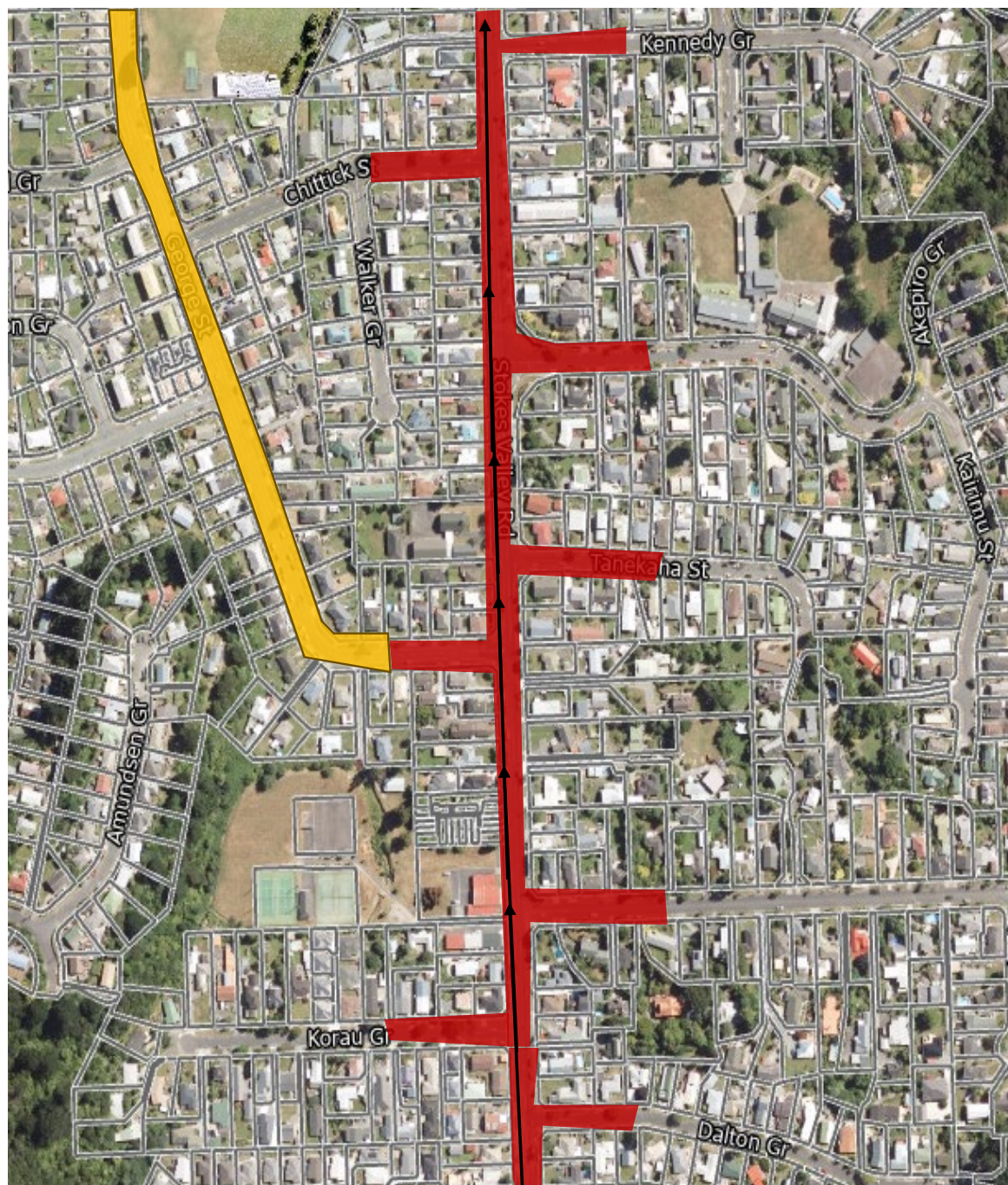
Road Closure

Detour Route

*All side roads will be opened approx. 20

Temporary road closures along sections of Stokes Valley Road and Evans Street on Saturday, 6 December 2025 from

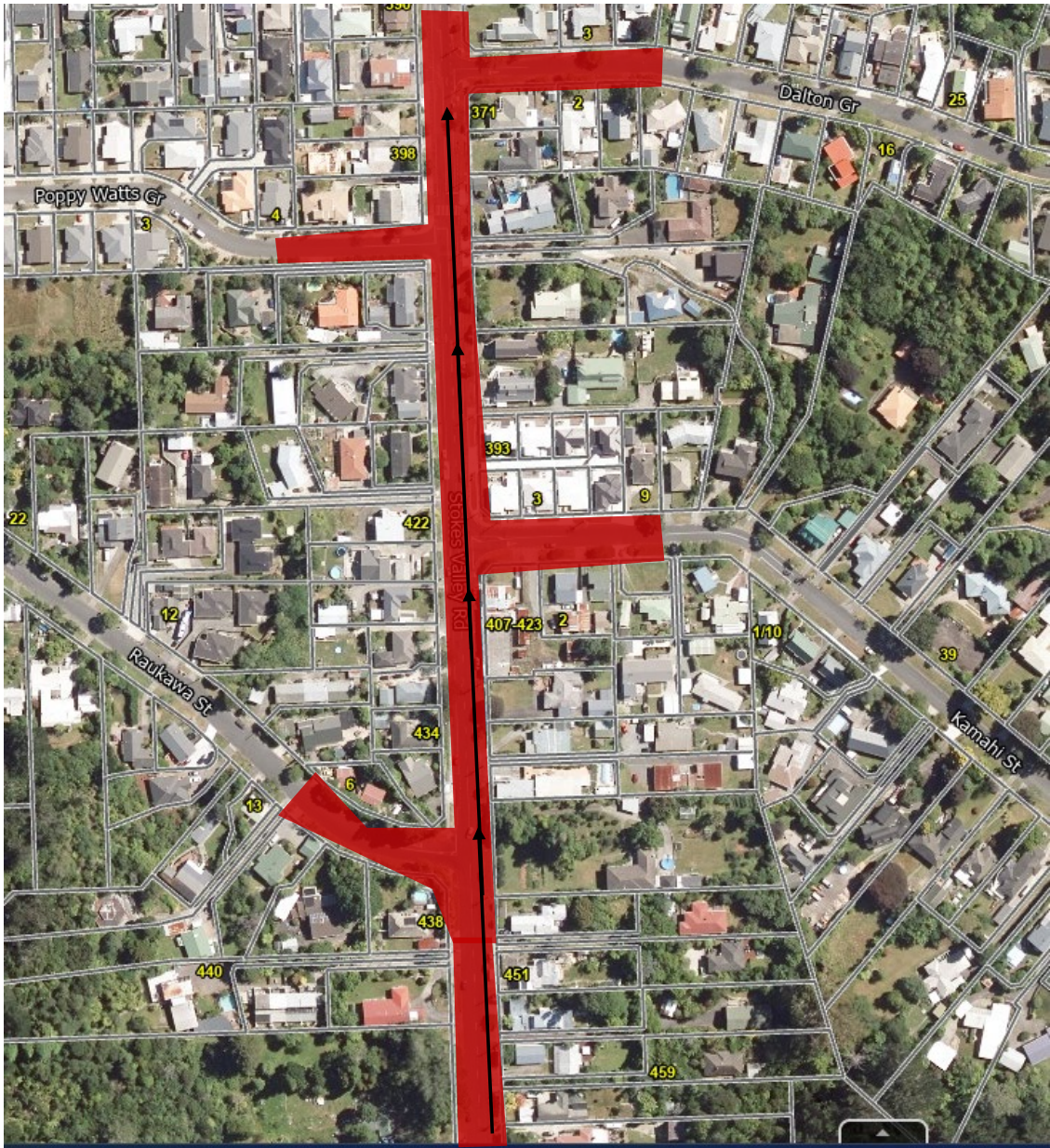
TEMPORARY ROAD CLOSURE FOR STOKES VALLEY ROAD – XMAS PARADE 2025/2026/2027



	Road Closure
	Detour Route
*All side roads will be opened approx. 20	

Temporary road closures along sections of Stokes Valley Road and Evans Street on Saturday, 6 December 2025, from

TEMPORARY ROAD CLOSURE FOR STOKES VALLEY ROAD – XMAS PARADE 2025/2026/2027



Road Closure

Detour Route

*All side roads will be opened approx. 20

Temporary road closures along sections of Stokes Valley Road and Evans Street on Saturday, 6 December 2025 from



Stokes Valley Christmas Parade and associated Fair Road Closure

Monday, 20 October 2025

Kia ora,

This letter is to inform you of a temporary closure on your street on **Saturday, 6th December 2025**, from **12:00pm to 01:00pm**.

Rotary Club of Hutt River Valley has proposed to hold the annual **Stokes Valley Christmas Parade**, which has been a tradition for the past three decades. This year's parade is scheduled for **Saturday, 6th December 2025**, from **12:00 pm to 1:00 pm**, and a temporary road closure will be in effect for the following roads, as shown in the Road Closure map attached to this letter.

- a) **Stokes Valley Road** (between Kamahi Street and Bowers Street)
- b) **Evans Street** (Restricted access from George Street to Stokes Valley Road)

As in previous years, the parade floats will be marshalled along **Stokes Valley Road** from **Kamahi Street** and will travel down Stokes Valley Road at walking pace, turning into **Evans Street** for float unloading. During the parade, from **12:00 pm to 1:00 pm**, access to and from your road will be closed, except for **Emergency Services**.

Please note that vehicles from the following adjoining roads will not be able to access **Stokes Valley Road** from the time the first parade float passes the street until the last float has passed (approximately 20 minutes). Once the parade has passed, motorists may either use Stokes Valley Road to access George Street and exit the valley, or follow behind the parade until it ends at Evans Street:

- Poppy Watts Grove
- Dalton Grove
- Korau Grove
- Manuka Street

- Tanekaka Street
- Kairimu Street
- Kennedy Grove
- Milton Grove
- Morrison Grove

Additionally, **Chittick Street** will not be able to access **Stokes Valley Road** while the parade floats are passing. However, vehicles will still be able to exit the valley via **George Street**.

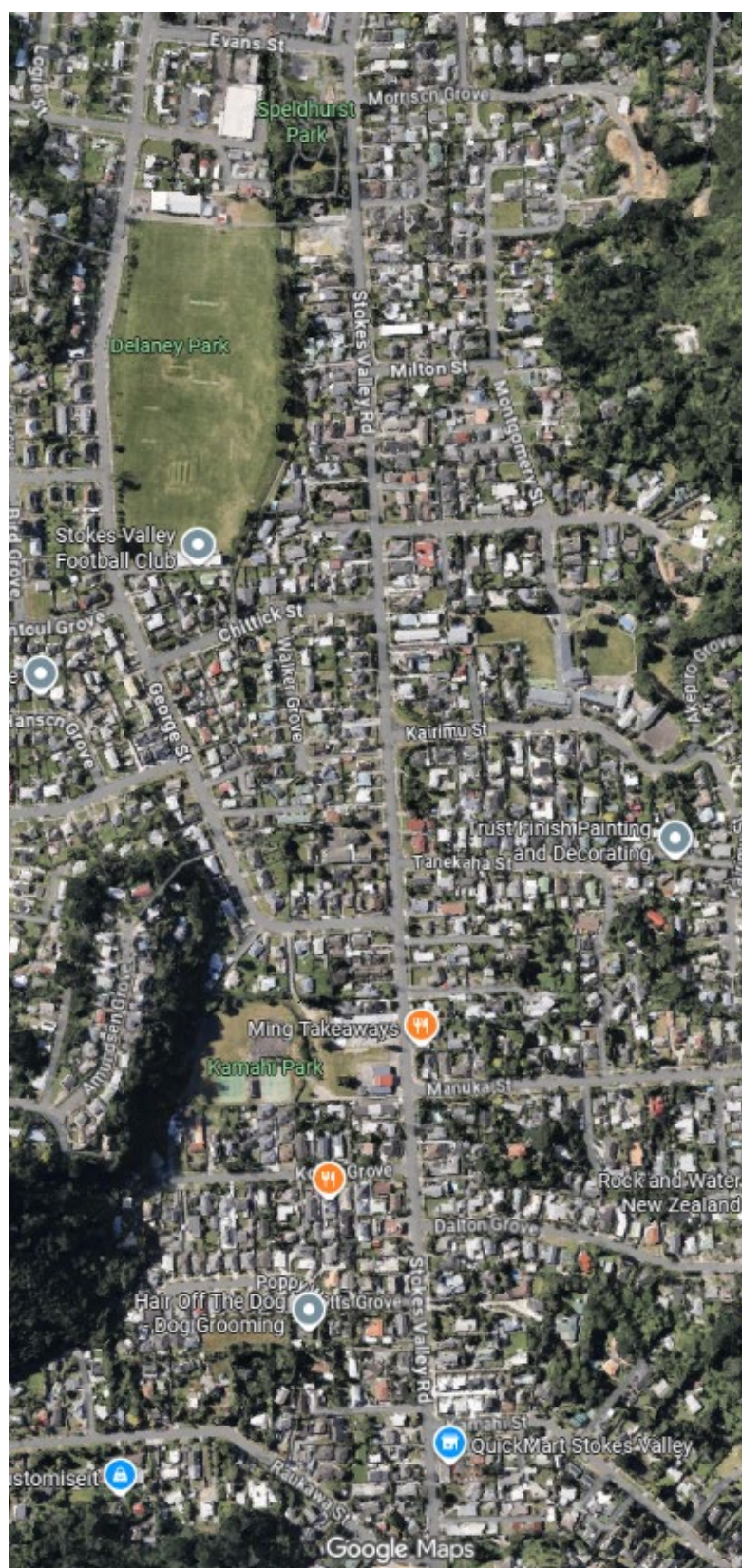
For the event, any vehicles parked on roads subject to closure will be considered inconsiderately parked. Traffic Management will be in place, and temporary signage will enforce the no-parking restrictions. Parking Enforcement Officers will also be present to address any violations and arrange for the removal of offending vehicles.

The event has compliant **Temporary Traffic Management** and **Safety Management Plans** in place and is not expected to unreasonably impede vehicle traffic. The expected traffic impact for this year's event is similar to that of the 2024 event.

We appreciate your continued support of this community event, which has been made possible through volunteer efforts and council assistance for nearly three decades.

If you would like to provide us with specific feedback, you can do so by emailing russell@nuovogroup.co.nz

Please note, if you are giving feedback, please submit it before 5:00pm on Friday 31 October 2025



11 November 2025**Report no: HCC2025/5/280**

2025-2028 Triennium Councillors' Remuneration

Purpose of Report

1. This report seeks Council's retrospective approval to allocate the governance remuneration pool (the pool) for councillors, based on the committee structure and the appointments of the Deputy Mayor and committee chairs announced on 22 October 2025, under section 41A of the Local Government Act 2002.

Recommendations

It is recommended that Council:

- (1) receives and notes the information, and
- (2) retrospectively approve the allocation of the governance remuneration pool of \$1,029,654 per annum as follows, for submission to the Remuneration Authority:
 - (a) Councillors with no additional responsibilities \$69,000 per annum;
 - (b) Deputy Mayor (position of additional responsibilities) \$38,654 per annum;
 - (c) Chair of Standing Committee (position of additional responsibilities) \$22,000 per annum;
 - (d) Chair of District Plan Subcommittee (position of additional responsibilities) \$14,000 per annum;
 - (e) Chair of Hutt Valley Services Committee (position of additional responsibilities) \$7,000 per annum; and
 - (f) Chair of Age and Accessibility Subcommittee (position additional responsibilities) \$7,000 per annum.

Background

2. Section 41A of the Local Government Act 2002 allows the Mayor to appoint a deputy mayor, establish Council committees, and appoint the chair for each committee.
3. The Remuneration Authority (the Authority) sets a pool for Council to distribute among councillors and positions of additional responsibility. This pool has been set at \$1,029,654 per annum, and the total amount must be allocated without exceeding this limit.
4. Through the Local Government Members (2025/26) Determination (Schedule 3) (the determination), the Authority has set a minimum allowable remuneration for councillors at \$64,353, effective from the post-election term. Council cannot set this amount any lower, although the Authority expects base remuneration to increase.
5. With an increase to 13 councillors, the available pool must now be allocated among a larger number of councillors.
6. Due to the increased number of councillors, it is no longer possible to offer additional remuneration to deputy chairs, as was done in previous terms. Therefore, the distribution of remuneration must ensure fairness among councillors, while also acknowledging the roles and responsibilities of committee and subcommittee chairs, within the limits of the total pool.

Discussion

7. The remuneration must align with the governance structure, meaning the number of chairs appointed needs to be reflected in the remuneration for positions of additional responsibility.
8. The following extracts fulfil the Authority's requirement for brief descriptions of roles with additional responsibilities.

Deputy Mayor: additional responsibilities

9. During the mayoral transition period, the Deputy Mayor will hold temporary elevated responsibilities to ensure continuity of leadership and effective governance operations. These include:
 - a. advising and coordinating with the Corporate Leadership Team and senior managers to maintain Council's decision-making cycle and agenda management during the Mayor's establishment phase.
 - b. acting as a liaison for councillors seeking clarification or mediation while the Mayor establishes their leadership approach and governance relationships.

10. Beyond the transition period, the Deputy Mayor continues to exercise ongoing additional responsibilities associated with the role, including:
 - c. performing the duties and responsibilities of the Mayor with the Mayor's consent during their absence, or without consent if the Mayor is prevented by illness from undertaking their duties.
 - d. deputising for the Mayor when the Mayor has competing commitments, including chairing Council meetings and briefings, attending joint committee meetings, addressing the media, and representing the Mayor at civic and regional events.
 - e. supporting the Mayor and collaborating closely with councillors to ensure the efficient operation of Council's decision making processes and the effective delivery of its governance functions.

Chair of Committee: additional responsibilities

11. Prepare for committee meetings, including attending pre meetings.
12. Chairing all committee meetings.
13. Ensure that the committee acts within the powers delegated to it by Council.
14. Act as the spokesperson for Council on relevant committee subject areas.
15. Maintain regular engagement with the Mayor, Chief Executive, and senior management to discuss committee matters, report on key issues, and ensure alignment with Council's strategic direction and priorities.

Chair of Subcommittee: additional responsibilities

16. Prepare for subcommittee meetings, including attending or contributing to pre meetings as required.
17. Chairing all subcommittee meetings.
18. Ensure that the subcommittee acts within the powers delegated to it by Council.
19. Act as the spokesperson on matters within the subcommittee's area of responsibility, as authorised by the parent Committee or Council.
20. Ensuring effective communication with the chair of the parent committee and relevant officers to align with Council strategies, priorities, and reporting obligations.

Timing and process

21. All councillors' minimum allowable remuneration is set at \$64,353, effective from 18 October 2025, the day after the official declaration of the 2025 election results, regardless of when the Authority issues its determination.

22. For positions with additional responsibilities, such as the deputy mayor and committee and subcommittee chairs, remuneration will begin the day after I announced these appointments, 22 October 2025.
23. The pool does not include the Mayor or the chairs and members of community boards. Their remuneration is set separately by the Authority and sits outside the councillor pool.
24. The Authority will issue an amended determination on 18 December 2025 that incorporates the new remuneration recommended by Council.
25. If the governance structure changes during the triennium, resulting in a change in the number of chairs, Council can propose a new remuneration structure for the Authority's approval.

Remuneration Authority amended determination and deadlines

26. The Authority requires councils to formally decide their remuneration allocations by Friday, 14 November 2025, to meet the deadline for the first amending determination.
27. To meet this requirement, Council submitted its proposed distribution of the pool in early November 2025. Submitting the documentation by this date ensured the amended determination could be issued before Christmas.
28. The Authority will then issue an amended determination on 18 December 2025 that incorporates the new remuneration recommended by Council. Newly approved remuneration rates will be paid once they are included in the gazetted determination.
29. The amended determination will apply retrospectively as follows:
 - a. for a councillor with no additional responsibilities, remuneration determined by the Authority will take effect on and from the day after the date on which the official result of the 2025 election was declared; and
 - b. for positions that carry additional responsibilities, the remuneration set by the Authority will take effect from the day after the Mayor appoints the deputy mayor and/or the chair of each Council committee, in accordance with the Mayor's powers under section 41A(3) of the Local Government Act 2002.
30. If any council misses the 14 November 2025 deadline, it must make its decision by 30 January 2026, for gazetting by early March 2026.

Options

31. Council must allocate the pool as required by the determination. This proposal fully allocates the pool and provides a fair reflection of each position's responsibilities.

Legal Considerations

32. The Authority determines local government elected members' remuneration under Clause 6 of Schedule 7 of the Local Government Act 2002 and the Remuneration Authority Act 1977. Council is required to distribute the pool set by the Authority for councillors and those councillors with additional positions of responsibility. There is no risk associated with this process.

Financial Considerations

33. A worksheet showing the detailed calculation of the pool and allocations is attached as Appendix 1 to the report.
34. Elected member remuneration and allowances are budgeted for in the Annual Plan.

Appendices

No.	Title	Page
1	Hutt City Council councillor dollar amounts	139

Author: Ken Laban
Mayor

Proposed Remuneration for Councillors Following the 2025 Local Elections Using Dollar Amounts



Use this worksheet to calculate the proposed remuneration for positions with additional responsibilities and the proposed remuneration for councillors without additional responsibilities using **DOLLAR** amounts.

Before completing this worksheet, read the instructions sheet in the tab below for detailed guidance.

1) Enter the legal name of the local authority, as listed in schedule 2 of the Local Government Act 2002: **hutt city council**

2) Enter the date on which the official result of the 2025 election was declared for the local authority: **17 October 2025**

3) Enter the number of elected members (excluding the mayor or regional council chair) on the council: **13**

4) Enter local authority's governance remuneration pool as shown in the current local government members determination (\$): **1,029,654**

5) Enter councillor minimum allowable remuneration as shown in the current determination (\$): **64,363**

6) Enter proposed remuneration for a councillor with no additional responsibility (\$): **69,000**

7) Enter title of proposed position <u>with additional</u> responsibilities (ie: the title that will be displayed in the amending determination)	8) Enter number of members per position	9) Enter date of appointment or local authority's resolution	Effective Date*	Councillor with no additional responsibilities (\$)	Enter proposed additional remuneration (\$)	Proposed annual total remuneration per councillor (\$)	Total (\$)
Deputy Mayor	1	22 October 2025	23 October 2025	69,000	38,654	107,654	107,654
Chair of Committee of the Whole	3	22 October 2025	23 October 2025	69,000	22,000	91,000	273,000
Chair District Plan Subcommittee	1	22 October 2025	23 October 2025	69,000	14,000	83,000	83,000
Chair Hutt Valley Services Committee	1	22 October 2025	23 October 2025	69,000	7,000	76,000	76,000
Chair Age and Accessibility Subcommittee	1	22 October 2025	23 October 2025	69,000	7,000	76,000	76,000
Councillor with no additional responsibilities	6	20 November 2025	21 November 2025	69,000	0	69,000	414,000
Councillor with no additional responsibilities	0		18 October 2025	69,000	n/a	69,000	0

Grand total (\$): **1,029,654**

* = For positions with additional responsibilities the effective date is the day after the date of either the local authority's resolution or the date of appointment of the Deputy Mayor or Committee Chairperson by the Mayor using their powers under section 41(3) of the Local Government Act 2002, and for councillors with no additional responsibility the effective date is on and from the day after the date on which the official result of 2025 election of members for the council is declared.

Balance of pool (\$): **0**

A brief description must be provided for each position of responsibility ie: specify the additional responsibilities over and above the councillor with no additional responsibilities role - covering duties, delegations, deputising and reporting obligations and the extra time involved in carrying out the additional responsibilities.

Return this completed worksheet together with a copy of the public notice declaring the official result of the local election, a copy of the minutes recording the council's resolution, and a brief description of each position of responsibility to: info@remauthority.govt.nz

2025 Local Elections

03 November 2025**Report no: HCC2025/5/279**

Appointments to Council committees, subcommittees, CCOs and other bodies

Purpose of Report

1. The purpose of this report is to seek the appointment of Councillors to represent Council on the following bodies: Council committees and subcommittees; Community Boards; Council controlled organisations (CCOs); regional and joint committees within the region on which Council representation is required; and various organisations, trusts, working/steering groups and external organisations.

Recommendations

It is recommended that Council:

- (1) receives and notes the information;
- (2) approves the appointments of members to committees, subcommittees, community boards, and other bodies as detailed in Appendix 1, attached to the report;
- (3) agrees to appoint Councillor Tony Stallinger as Council's director on the board of Urban Plus Limited for a term of three years commencing 10 December 2025 until 9 December 2028 (inclusive) with a remuneration of \$15,000 pa;
- (4) agrees to appoint Councillor Tui Lewis as Council's director on the board of Seaview Marina Limited for a three year term from 21 November 2025 until 20 November 2028 (inclusive) with a remuneration of \$15,000 pa;
- (5) agrees to appoint Helmut Modlik as a member and Rawiri Faulkner as an alternate for Te Rūnanga O Toa Rangatira; and
- (6) Kara Puketapu-Dentice as a member and (to be advised) as an alternate for Taranaki Whānui ki Te Upoko o Te Ika to Te Komiti Tiaki Wai | Partners Committee Tiaki Wai.

Background

2. Section 41A of the Local Government Act 2002 provides for the Mayor to establish the committees of the territorial authority and advise on the appointment of the Chairs, Deputy Chairs to Council committees and subcommittees.

3. Section 19F of the Local Electoral Act 2001 provides for the appointment of members to community boards. If the territorial authority is divided into wards, any persons appointed as members of a community board must be members of the territorial authority representing a ward in which the community is situated.
4. Schedule 7 of the Local Government Act 2002 provides for local authorities to hold the meetings that are necessary for the good government of the region or district (clause 19); to appoint the committees, subcommittees and other subordinate decision-making bodies that it considers appropriate, including joint committees with other local authorities (clause 30); and to appoint or discharge any member of a committee or subcommittee (clause 31).
5. Council is represented by members and/or officers on several organisations and bodies. The councillor positions were vacated at the end of the 2022/2025 triennium and, subject to Council's approval, may be reappointed for the triennium.

Discussion

Membership of Council committees and subcommittees

6. Mayor Laban has exercised his discretionary power in terms of section 41A(3) of the Local Government Act 2002 to appoint the Chairs and Deputy Chairs of the committees and subcommittees of Council in an announcement made on Wednesday 22 October 2025.
7. Appendix 1 attached to the report sets out the proposed appointments of members to the committees and subcommittees of Council for the 2025–2028 triennium.
8. Council will consider the appointment of an independent member to the Te Komiti Āpiti Arotake me ngā Tūraru | Audit and Risk Subcommittee at its meeting in December 2025.
9. Council will consider the appointments of external community representatives to the Te Komiti Āpiti mō ngā Taipakeke me te Āheinga | Age and Accessibility Subcommittee at its meeting in December 2025.

Community Boards

10. The Inaugural meetings for the Eastbourne Community Board and Wainuiomata Community Board are to be held on 2 December and 4 December 2025, respectively.
11. Section 19F of the Local Electoral Act 2001 (LEA) allows for appointed members to be included in the membership of community boards. The LEA states that a person appointed as members of the community board must, if the territorial authority is divided into wards, also be members of the territorial authority representing a ward in which the community is situated.

12. The only councillor representing the Harbour General Ward and therefore eligible to be appointed to the Eastbourne Community Board for the 2025-2028 triennium is Councillor Tui Lewis.
13. The Local Government Commission | Mana Kāwanatanga ā Rohe Determination of representation arrangements 2025 determined that two members, one representing the Wainuiomata General Ward and one member representing the Mana Kairangi ki Tai Māori Ward, will be appointed to the Wainuiomata Community Board.
14. The only councillors representing the Wainuiomata General Ward and the Mana Kairangi ki Tai Māori Ward and therefore eligible for appointment to the Wainuiomata Community Board for the 2025-2028 triennium are Deputy Mayor Keri Brown and Councillor Te Awa Puketapu, respectively.

Councillor directors to Seaview Marina Limited and Urban Plus Limited

15. Seaview Marina Limited is a Council Controlled Organisation (CCO) established to run the marina located in Seaview.
16. The Seaview Marina Limited Board comprises four independent directors and one Council appointed director. Councillor Tui Lewis served as the Council director for the 2022-2025 triennium, ending on 10 October 2025.
17. Urban Plus Limited is a CCO responsible for developing property for sale and reinvesting the proceeds into social housing, as well as providing social housing that meets the criteria set out in its Statement of Intent.
18. The Urban Plus Limited Board comprises five independent directors and one Council appointed director. Deputy Mayor Keri Brown is currently serving as Council's director until 9 December 2025.

Regional and Joint Committees/Groups

19. In consultation with Greater Wellington Regional Council (GWRC), Wellington City Council (WCC), Upper Hutt City Council (UHCC) and Ko Tātou | Local Government New Zealand (LGNZ), the following appointments are required:
 - (a) Regional Transport Committee (RTC) - a committee established by GWRC. A member and an alternate must be appointed for the new triennium. The first meeting of the new triennium is scheduled for 2 December 2025 at 10.00am.
 - (b) Wellington Regional Leadership Committee (WRLC) - a committee established by GWRC. The Mayor and Deputy Mayor were appointed in the 2022-2025 triennium. It is proposed that the Mayor be appointed as a member and the Deputy Mayor as the alternate for the new triennium. The first meeting of the new triennium is scheduled for 2 December 2025.
 - (c) Wellington Regional Civil Defence Emergency Management Group Joint Committee (CDEM) - a committee established by GWRC. The Mayor was appointed as Council's representative for the 2022-2025 triennium, with no alternate.

The Mayor must again be appointed for the 2025–2028 triennium, also with no alternate. The first meeting of the new triennium is scheduled for 2 December 2025 at 1.00pm.

- (d) GWRC has advised that it will consider re-establishing the Te Awa Kairangi | Hutt River Valley Subcommittee for the new triennium at its meeting on 27 November 2025. Officers recommend that Council appoint its members to this subcommittee at this time, should the subcommittee be re-established, to avoid the need to bring a separate report back to Council once it is confirmed.
- (e) Wellington Region Waste Management and Minimisation Plan Joint Committee – a committee established by WCC. One member and one alternate member must be appointed for the new triennium.
- (f) Kōmiti Ratonga o Te Awa Kairangi | Hutt Valley Services Committee – a joint committee with Upper Hutt City Council that oversees shared Council services in the Hutt Valley. The committee is mandated by legislation and continues beyond each triennium. Each Council appoints four members and one alternate. The Chair alternates annually between the two Councils, with the change occurring after the final meeting of the year. Under the Mayor’s discretionary power (section 41A(3) of the Local Government Act 2002), Councillor Shaw has been appointed as Chair of the Hutt Valley Services Committee.
- (g) Ko Tātou | LGNZ Takiwā Tuawhā | Zone 4 – Local Government New Zealand (LGNZ) requires confirmation of Council’s membership for Zone 4. The first meeting of the new triennium is scheduled for 28 November 2025 at 9.30am. LGNZ divides its membership into six zones, with Hutt City Council being one of nine member authorities in Zone 4.
- (h) Ko Tātou | LGNZ Metropolitan Group – LGNZ has advised that the Mayor is to be appointed for the new triennium.

Komiti Ngā Wai Hangarua | Wellington Water Committee

- 20. In accordance with clause 30(7) of Schedule 7 to the *Local Government Act 2002*, the Wellington Water Committee is not deemed to be discharged following each triennial election.
- 21. The Wellington Water Committee is a joint committee comprising Lower Hutt City, Porirua City, Upper Hutt City, Wellington City, South Wairarapa District, and Greater Wellington Regional Councils. The committee provides overarching governance of water services in the Wellington region.
- 22. The appointment of one member and one alternate member to the Wellington Water Committee.
- 23. Wellington Water Limited is governed by a board of independent directors.

Te Komiti Tiaki Wai | Partners Committee Tiaki Wai

24. Te Komiti Tiaki Wai | Partners Committee Tiaki Wai, which provides overarching governance of Tiaki Wai MetroWater Limited, is a joint committee established under clause 30(1)(b) of Schedule 7 to the Local Government Act 2002.
25. Membership of Te Komiti Tiaki Wai | Partners Committee Tiaki Wai comprises a representative of each of the five shareholding Councils, (Hutt City, Porirua, Upper Hutt, Wellington City Councils and the Greater Wellington Regional Council), along with a representative of mana whenua partners, Te Runanga O Toa Rangatira and Taranaki Whānui ki te Upoko o Te Ika.
26. The appointment of one Councillor and one alternate member to Te Komiti Tiaki Wai | Partners Committee Tiaki Wai is required.
27. Mana Whenua partners have appointed their representative and alternate to Te Komiti Tiaki Wai | Partners Committee Tiaki Wai. Councils are required to confirm these appointments in accordance with the Local Government Act 2002.
28. Tiaki Wai MetroWater Limited was formally incorporated on 30 October 2025 and is governed by a board of independent directors.

Council Working/Steering Groups

Long Term Plan/ Annual Plan Working Group

29. The Long Term Plan/ Annual Plan Working Group provides strategic guidance and input into the preparation of Council's Long Term Plan and Annual Plan. The group reviews key assumptions, priorities, and financial and policy proposals to ensure alignment with Council's strategic direction and community outcomes before matters are formally considered by the Strategy, Long Term and Annual Plan Subcommittee and Council.

Major Projects Steering Group

30. The Major Projects Steering Group provides strategic guidance and oversight for Council's major infrastructure and development projects. It is not a decision-making body but provides guidance to the Project Manager and Chief Executive by advising on project direction, ensuring alignment with wider Council strategy, and monitoring scope, budget, and risk management for projects over \$10 M or as otherwise agreed by Council.

Hutt Central Regeneration Steering Group

31. The Hutt Central Regeneration Steering Group was established to support development within the Hutt City Centre. In July 2025, Council adopted the [City Centre Framework](#) to guide revitalisation efforts.

Petone Steering Group

32. The Petone Steering Group provides a planning framework to guide development and support infrastructure in Petone.

City Centre Business Advisory Group (BAG)

33. The Business Advisory Group (BAG) ensures that publicly funded city centre projects are developed with a clear understanding of business and development impacts, opportunities, and considerations. Its focus includes the Te Wai Takamori o Te Awa Kairangi (RiverLink) project, with engagement extending to partners such as Waka Kotahi NZ Transport Agency (NZTA) and GWRC.

City Leadership Group

34. The City Leadership Group guides the development and implementation of Tō Tātou Tāone 2055 | Our City 2055, a 30-year strategy for Te Awa Kairangi ki Tai | Lower Hutt. The strategy sets long term goals and initiatives to shape the city's future and ensure coordinated, sustainable progress across key sectors. While not a formal Council group, Council provides secretariat support to enable its work.

School Student Leaders Forum

35. The School Student Leaders' Forum is a Council supported initiative that forms part of the Rangatahi Engagement Plan. Its purpose is to provide an opportunity for student leaders in secondary and intermediate schools across Te Awa Kairangi ki Tai Lower Hutt to connect across their schools, share perspectives, and engage with Hutt City Council on issues that matter to them. The forum aims to strengthen civic awareness, foster leadership skills, and encourage active participation in shaping the future of our city. The forum will meet six times a year.

Community Funding

36. Community funding is still under development, and its final form and operation are yet to be confirmed. Council will consider a further report once the structure is drafted.

External Organisations

Lender of the Last Resort Trust

37. The Lender of the Last Resort Trust, established in 1989, provides financial assistance to those in need through a low interest loan scheme.

Hutt Minoh House Friendship Trust

38. The Hutt Minoh House Friendship Trust was established for charitable purposes to promote Japanese language education and cultural awareness.

Wellington Airport Regional Volunteer Awards

39. The Wellington Airport Regional Volunteer Awards are held annually to recognise and celebrate the contributions of volunteers across the region. Each year, the panel selects the Lower Hutt award recipients.

Options

40. Council has two options:
- (a) Option 1: confirm the membership outlined in this report and attached as Appendix 1; OR
 - (b) Option 2: defer the decision to a later meeting, noting that Council may not be represented at the first meetings of the relevant joint committees or groups.
41. Officers recommend Option 1 above.

Consultation

42. Relevant external organisations and internal stakeholders have been consulted regarding appointments to the joint committees and groups.

Climate Change Considerations

43. There are no climate change implications to be considered, as this report is an administrative matter.

Legal Considerations

44. Legal considerations are discussed elsewhere in this report.

Financial Considerations

45. There are no financial considerations in respect of the appointments recommended in this report.

Appendices

No.	Title	Page
1 ↴	2025-2026 Proposed Committee Memberships	147

Author: Vanessa Gilmour, Democracy Advisor

Author: Kate Glanville, Senior Democracy Advisor

Reviewed By: Kathryn Stannard, Head of Democratic Services

Approved By: Jarred Griffiths, Director Strategy and Engagement

COMMITTEE MEMBERSHIP FOR 2025-2028

Te Kaunihera o te Awa Kairangi Council	Te Komiti Oranga Hapori, Oranga Taiao Connected Communities, Climate and Resilience Committee	Te Komiti Kaupapa Here me te Pae Angitū Policy and Performance Committee	Te Komiti Hanganga me ngā Waeture Infrastructure and Regulatory Committee (including hearing of RMA to be heard by Commissioner / certified Councillors)	Te Komiti Tuku Raihana ā-Rohe District Licensing Committee
Mayor Laban Deputy Mayor Brown All Councillors	Cr Mitchell – Chair Cr Shaw – Deputy Chair Committee of the whole	Cr Stallinger - Chair Cr Parkin – Deputy Chair Committee of the whole	Cr Edwards – Chair Cr Lewis - Deputy Chair Committee of the whole	Cr Dyer - Chair Cr Ravi – Deputy Chair
Te Komiti Arotake i te Tumu Whakarae Chief Executive's Performance Review Subcommittee (meets twice a year)	Te Komiti Āpiti mō te Mahere ā-Rohe District Plan Subcommittee (meets as required)	Te Komiti Āpiti Rautaki, Mahere Tekau Tau me te Mahere ā-tau Strategy, Long Term and Annual Plan Subcommittee	Te Komiti Āpiti mō ngā Taipakeke me te Āheinga Age and Accessibility Subcommittee (meets quarterly)	Te Komiti Āpiti Arotake me ngā Tūraruru Audit and Risk Subcommittee
Mayor Laban Deputy Mayor Brown Cr Puketapu Cr Edwards	Cr Dyer – Chair Cr Puketapu - Deputy Chair Membership: Cr Lewis, Cr Stallinger, Iwi representative: Richard Te One	Mayor Laban – Chair Deputy Mayor Brown – Deputy Chair Subcommittee of the whole	Cr Barratt – Chair Cr Parkin - Deputy Chair Membership: Additional appointed members for disability and older people communities	Independent Chair Deputy Chair: Mayor Laban Cr Stallinger, Deputy Mayor Brown Independent member

Regional and Joint Committees

Regional Transport Committee	Wellington Regional Leadership Committee	Wellington Region Waste Management and Minimisation Joint Committee	Komiti Ngā Wai Hangarua Wellington Water Committee	Te Komiti Tiaki Wai Partners Committee (MetroWater)	Te Komiti Ratonga O Te Awa Kairangi Hutt Valley Services Committee
Cr Edwards Alternate: Deputy Mayor Brown	Mayor Laban Alternate: Deputy Mayor Brown	Cr Mitchell Alternate: Cr Shaw	Cr Edwards Alternate: Mayor Laban	Cr Edwards Mayor Laban	Cr Shaw – Chair in 2026 and 2028 (alternate with UHCC) Membership: Cr Puketapu Cr Dyer Cr Tonga-Grant Alternate: Cr Yung

Wellington Region Civil Defence Emergency Management Group Joint Committee	Te Awa Kairangi/ Hutt River Valley Subcommittee (if established)	LGNZ Zone 4	LGNZ Metropolitan Group
Mayor Laban	Cr Puketapu Alternate: Cr Edwards	Cr Dyer All other councillors	Mayor Laban

Groups/Trusts/Forums/Panels

Long Term Plan/ Annual Plan Working Group	Major Projects Steering Group <i>(Meets quarterly)</i>	Hutt Central Regeneration Steering Group	Petone Steering Group	City Leadership Group	School Student Leaders Forum <i>(meets six monthly)</i>
Mayor Laban - Chair Deputy Mayor Brown <u>Standing Committee Chairs</u> Cr Mitchell Cr Stallinger Cr Edwards	Mayor Laban Deputy Mayor Brown <u>Standing Committee Chairs:</u> Cr Mitchell Cr Stallinger Cr Edwards	Cr Edwards Deputy Mayor Brown	Cr Lewis	Mayor Laban - Chair Deputy Mayor Brown	Cr Tonga-Grant Cr Yung

Lender of the Last Resort Trust Board	Hutt Minoh House Friendship Trust	City Centre Business Advisory Group (BAG)	Wellington Airport Regional Volunteer Awards
Cr Barratt	Cr Dyer	Mark Skelly HVCC – co chair Cr Edwards - co-chair <i>Mayor Laban attends meetings as appropriate</i>	Deputy Mayor Brown Cr Shaw

CCOs

Seaview Marina Limited	Urban Plus Limited
Cr Lewis	Cr Stallinger

Community Boards

Eastbourne Community Board	Wainuiomata Community Board
Cr Lewis	Deputy Mayor Brown Cr Puketapu

10 November 2025

Report no: HCC2025/5/281

Interim delegations to community boards for 2025-2026

Purpose of Report

1. The purpose of this report is to seek adoption of interim delegations to community boards for 2025-2026.

Recommendations

It is recommended that Council:

- (1) receives and notes the information;
- (2) reviews the delegations for community boards during its meeting scheduled for June 2026, noting that this review will be conducted in consultation with the community boards, with the goal of having any amended delegations in place by the beginning of July 2026; and
- (3) adopts the interim delegations to community boards attached as Appendix 1 to the report.

Background

2. Clause 32 of Schedule 7 of the Local Government Act 2002 (LGA) makes provision for local authorities to delegate responsibilities, duties and powers to community boards, with the proviso that a territorial authority must consider whether to delegate to a community board if the delegation would enable the community board to best achieve its role.

Discussion

3. Council will need to agree on delegations to community boards for the 2025–2028 triennium. As the newly established community boards are yet to hold their first meetings to appoint chairs and deputy chairs, officers recommend that consultation on proposed delegations be undertaken with the community boards following those appointments, with a view to having new delegations in place by July 2026.
4. Community boards function best when their delegations and capabilities align with the expectations of their communities. They are less effective when there is a mismatch, for example, when they lack clarity.

5. On that basis, it is recommended that the delegations made to community boards in the last triennium, attached as Appendix 1 to the report, be adopted as interim delegations for the new community boards.

Options

6. Options for new delegations will be prepared for Council consideration in consultation with the community boards in June 2026.

Consultation

7. Senior members returning to the community board have been provided with a copy of the report.

Climate Change Impact and Considerations

8. The matters addressed in this report are administrative matters.

Legal Considerations

9. Section 52 of the Local Government Act (LGA) outlines the role of community boards as follows:

The role of a community board is to –

- (a) represent, and act as an advocate for, the interests of its community; and
- (b) consider and report on all matters referred to it by the territorial authority, or any matter of interest or concern to the community board; and
- (c) maintain an overview of services provided by the territorial authority within the community; and
- (d) prepare an annual submission to the territorial authority for expenditure within the community; and
- (e) communicate with community organisations and special interest groups within the community; and
- (f) undertake any other responsibilities that are delegated to it by the territorial authority.

10. Section 53 of the LGA outlines the powers of community boards as follows:

- (1) A community board has the powers that are –
 - (a) delegated to it by the relevant territorial authority in accordance with clause 32 of Schedule 7; ...
- (3) despite subsection (1), a community board may not –
 - (a) acquire, hold, or dispose of property; or
 - (b) appoint, suspend, or remove staff.

11. The interim delegations presented for Council consideration reflect the role and powers of community boards as outlined in the LGA.

Financial Considerations

12. There are no financial considerations in respect of this report.

Appendices

No.	Title	Page
1 ↓	Delegations to Community Boards (Interim) 2025-26	153

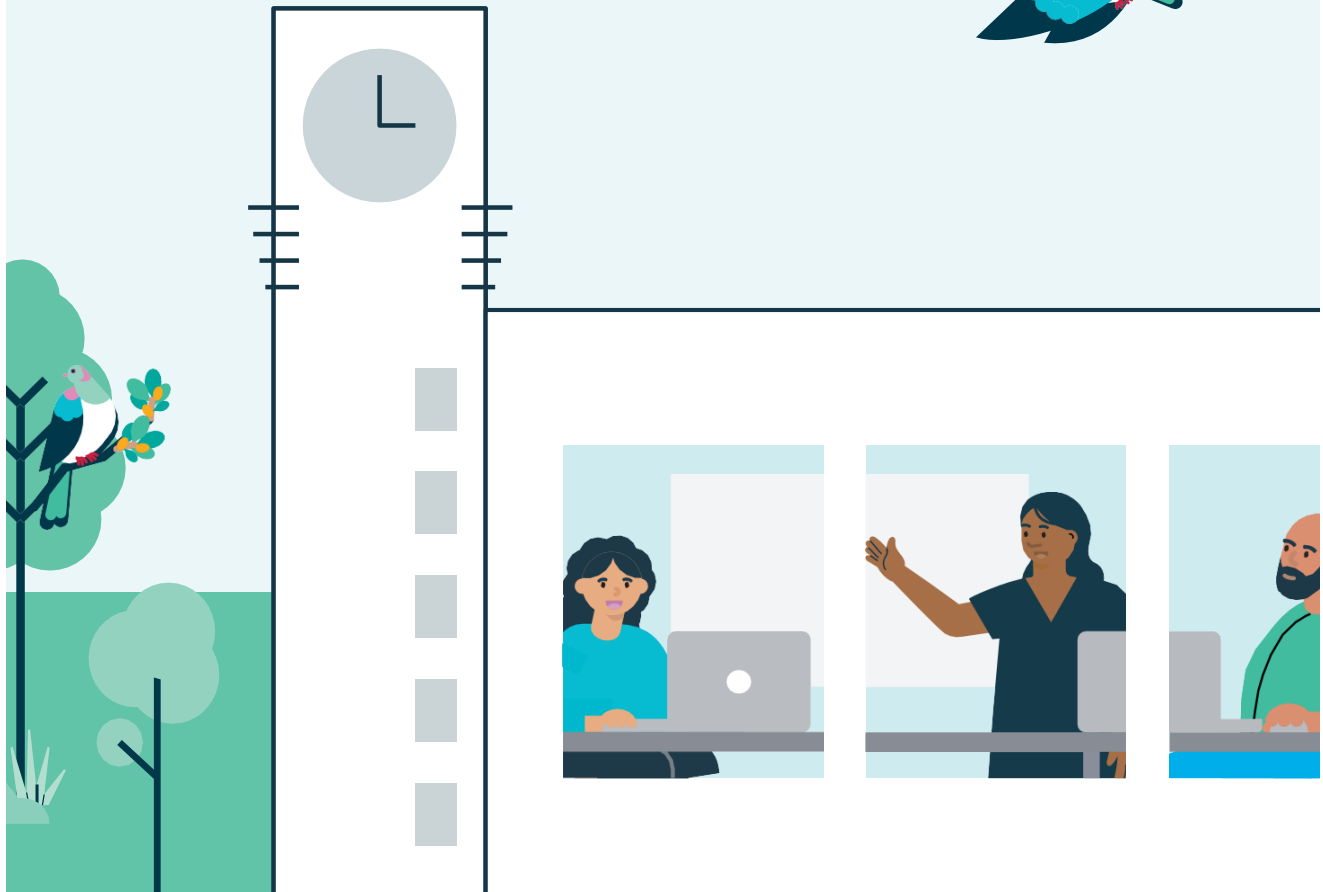
Author: Kathryn Stannard
Head of Democratic Services

Approved By: Jarred Griffiths
Director Strategy and Engagement



Poari Hapori Eastbourne and Wainuiomata Community Boards

Interim functions and
delegations 2025–2026



COMMUNITY BOARDS – FUNCTIONS AND DELEGATIONS (INTERIM)

This document records the delegation of Council functions, responsibilities, duties, and powers to Community Boards.

The Community Boards have been established under section 49 of the Local Government Act 2002 to report and act as an advocate for the interests of their community.

The delegations are expressed in general terms. The delegations shall be exercised with proper regard for the Council's strategic direction, policies, plans, Standing Orders and interpretation of its statutory obligations. The delegations are to be read together with the following propositions.

These delegations are based on the following principles:

- Issues relevant to a specific community should be decided as closely as possible to that community. Where an issue has city-wide implications, ie any effects of the decision cross a ward or community boundary or have consequences for the city as a whole, the matter will be decided by Council after seeking a recommendation from the relevant Community Board or (any ambiguity around the interpretation of "city-wide" will be determined by the Mayor and Chief Executive in consultation with the appropriate Chair);
- Efficient decision-making should be paramount;
- Conflicts of interest should be avoided and risks minimised;
- To ensure processes are free from bias and pre-determination, Community Boards should not adjudicate on issues on which they have advocated or wish to advocate to Council;
- Community Boards should proactively and constructively engage with residents on local matters that affect the community they represent and raise with Council issues raised with them by their community and advocate on behalf of their community.

These delegations:

- (a) do not delegate any function, duty or power which a statute (for example, section 53(3) and clause 32(1) of Schedule 7 of the Local Government Act 2002) prohibits from being delegated;
- (b) are subject to and do not affect any delegation that the Council has already made or subsequently makes to any other committee, Council officer or other member of staff;
- (c) are subject to any other statutory requirements that may apply to a particular delegation;
- (d) are subject to any notice issued by Council, from time to time, to a Community Board that particular issue must be referred to Council for decision;
- (e) reflect that decisions with significant financial implications should be made by Council (or a committee with delegated authority);
- (f) promote centralisation of those functions where the appropriate expertise must be ensured; and
- (g) reflect that all statutory and legal requirements must be met.

DELEGATIONS

Decide:

- Naming new roads and alterations to street names (in the Community Board's area) within the provisions of Council's Kaupapa Here Tapanga | Naming Policy 2021-2031.
- Official naming of parks, reserves and sports grounds within the provisions of Council's Kaupapa Here Tapanga | Naming Policy 2021-2031. Note ¹
- Removal and/or planting of street trees within the provisions of Council's Operational Guide or Urban Forest Plan. Note ²
- The granting of leases and licences in terms of Council policy to voluntary organisations for Council owned properties in their local area, for example, halls, but not including the granting of leases and licences to community houses and centres.
- The granting of rights-of-way and other easements over local purpose reserves and the granting of leases or licences on local purpose reserves.
- The granting of leases and licences for new activities in terms of Council policy to community and commercial organisations over recreation reserves, subject to the provisions of the Reserves Act 1977, and land managed as a reserve, subject to the provisions of the Local Government Act 2002, in their local area. (Note: renewal of existing leases and licences will be reported once a year to Council's Te Komiti Oranga Hapori Oranga Taiao | Connected Communities, Climate and Resilience Committee.
- The allocation of funding from the Community Climate Action fund in accordance with Council's adopted guidelines.
- Expenditure of funds allocated by Council to the Board from the Miscellaneous Budget to cover expenditures associated with the activities of the Board. The Chair is to approve the expenditure, in consultation with the Board, and forward the appropriate documentation to the Committee Advisor for authorisation. Boards must not exceed their annual expenditure from the Miscellaneous Budget.
- The allocation of funding for the training and development of Community Board members, including formal training courses, attendance at seminars or attendance at relevant conferences.

CONSIDER AND MAKE RECOMMENDATIONS TO COUNCIL ON:

- Particular issues notified from time to time by Council to the Community Board.
- Roading issues considered by the Mayor and Chief Executive to be strategic due to their significance on a city-wide basis, including links to the State Highway, or where their effects cross ward or community boundaries.

¹ This excludes sites that are considered high profile, significant on a city-wide basis due to their size and location, or where the site crosses ward or community boundaries.

² The Operational Guide for Urban Forest Plan is available from Council's Parks and Gardens Division.

- Parks, reserves and sports ground naming for sites that have a high profile, city-wide importance due to their size and location and/or cross ward or community boundaries.
- Representatives to any Council committee, subcommittee, subordinate decision-making body, working group, or ad hoc group on which Council requires a Community Board representative.
- The setting, amending or revoking of speed limits in accordance with the *Hutt City Council Bylaw 2005 Speed Limits*, including the hearing of any submissions.

GENERAL FUNCTIONS

Provide their local community's input on:

- Council's Long Term Plan and/or Annual Plan.
- Council's policies, programmes (including the District Roding Programme) and bylaws.
- Changes or variations to the District Plan.
- Resource management issues that it believes are relevant to its local community, through advocacy.
- The disposal or acquisition of significant assets.
- Road safety, including road safety education within its area.
- Any other issues a Board believes are relevant to its local area.
- Review Local Community Plans as required.

Reports may be prepared by the Board and presented to Council Committees, along with an officer's recommendation, for consideration.

Any submissions lodged by a Board or Committee require formal endorsement by way of resolution.

Co-ordinate with Council staff:

- Local community consultation on city-wide issues on which Council has called for consultation.

Maintain:

- An overview of roadworks, water supply, sewerage, stormwater drainage, waste management and traffic management for its local area.
- An overview of parks, recreational facilities and community activities within the local area.

Develop:

- Community Emergency Hub Plans also known as Community Response Plans, are developed in close consultation with the Wellington Region Emergency Management Office, emergency organisations, the community, residents' associations, other community groups, and local businesses. These plans are reviewed at least every 24 months in accordance with Council's Long Term Plan.

Grant:

- Local community awards.

Promote:

- Recreational facilities and opportunities in its area with a view to ensuring maximum usage.
- Arts and crafts in its area.

Appoint:

- A liaison member or, where appropriate, representatives to ad hoc bodies, which are involved in community activities within the Board's area, on which a community representative is sought.

Endorse:

- Amendments to the Eastbourne Community Trust Deed (Eastbourne Community Board only).

28 October 2025**Report no: HCC2025/5/293**

Proposed Meeting Schedule for 2026

Purpose of Report

1. The report seeks adoption of the meeting schedule for 2026 (the meeting schedule). The meeting schedule is for Council and its committees, subcommittees, and community boards provided for in accordance with Clause 19(6)(a) of Schedule 7 of the Local Government Act 2002 (LGA).

Recommendations

It is recommended that Council:

- (1) receives and notes the information;
- (2) adopts the meeting schedule for 2026 attached as Appendix 1 to the report, subject to approval by the Community Boards in respect of its meeting dates;
- (3) agrees that the venue for meetings of Council, its committees, and subcommittees, other than Community Boards, shall be the Hutt City Council Chambers, 30 Laings Road, Lower Hutt; and
- (4) agrees that Council, committee, and subcommittee meetings will start at 9.30am, except for the Te Komiti Kaupapa Here me te Pae Angitū | Policy and Performance Committee and the Te Komiti Āpiti mō ngā Taipakeke me te Āheinga | Age and Accessibility Subcommittee, which will commence at 11.45am, noting that start times will be reviewed after one year.

For the reason that the Local Government Act 2002 requires that a local authority must hold meetings that are necessary for the good government of its district.

Background

2. The LGA requires that a local authority must hold meetings that are necessary for the good governance of its district, at the times and places that it appoints.
3. The LGA stipulates that each member must receive written notice of the time and location of a meeting at least 14 days before the meeting. If the local authority has established a schedule of meetings, the notice must be given not less than 14 days before the first meeting on the schedule.
4. In line with the previous triennium, the proposed meeting schedule has provision for five meeting cycles (eight-weekly cycle) covering the calendar year of 2026.

5. The meeting schedule is based on the governance structure announced by the Mayor on 22 October 2025. The structure reflects a reduction in the number of standing committees. This streamlined structure has been incorporated into the 2026 meeting schedule, ensuring alignment with Council's revised governance arrangements and the principles of efficient decision-making.

Discussion

6. Adopting the meeting schedule will ensure transparency, democracy, and effective planning of upcoming decisions. It will also help members plan their commitments for the rest of the triennium.
7. The meeting schedule was prepared considering various factors, such as availability, the importance of the decisions to be made, and other logistical considerations.
8. When preparing the meeting schedule, several factors were carefully considered to ensure everything aligned with key processes. This includes:
 - (a) aligning meetings with the Annual Plan process and the Annual Report process.
 - (b) considering the Council Controlled Organisation's Statements of Intent.
 - (c) observing statutory holidays.
 - (d) designated breaks in January and July 2026.
 - (e) considering the draft schedule of Council's consultations and deliberations leading to the 2026/27 Annual Plan.
 - (f) allowing time for briefings after standing committee meetings.
9. The eight-weekly cycle is based on:
 - (a) Week 1: Forward Programme process involving the Directors and Heads of Business Units reviewing the list of items on Council's forward programme that will be reported during the upcoming meeting cycle.
 - (b) Week 2: Community Board meetings.
 - (c) Week 3 to 5: Meetings and agenda preparation for the following week's meetings.
 - (d) Week 4-6: Meetings and briefings.
 - (e) Week 7: Agenda preparation for Council meeting.
 - (f) Week 8: Council meeting.
10. The reduced committee structure, along with careful planning of work schedules, is intended to streamline decision-making and improve efficiency. While this may reduce the likelihood of additional or rescheduled meetings, Council's workload may still necessitate extra or extraordinary meetings.
11. It is the responsibility of Council to determine the starting times for Council, committee and subcommittee meetings.

12. Working, steering, and advisory groups have not been included in the meeting schedule. These groups do not make decisions and are not required to comply with the Local Government Official Information and Meetings Act 1987 (LGOIMA) for public notifications.
13. When additional meetings of Council, committees, and subcommittees are required, members should ideally receive a 14 day prior notice. If it is not possible to provide a 14 day notice, such meetings will be considered extraordinary meetings, following the requirements set by LGA.

Options

Options	Advantages	Disadvantages
Option A (recommended) Adopt the proposed meeting schedule for 2026 attached as Appendix 1 to the report.	Will ensure a transparent and democratic process and enable effective planning of the upcoming decisions. It also helps the members to plan their commitments for the rest of the year.	None identified.
Option B (not recommended) Asks officers to draft an alternative meeting schedule for its consideration.	None identified.	Will delay planning for upcoming decisions and the notification of the 2026 meeting schedule.
Option C (not recommended) Agrees not to adopt a meeting schedule.	None identified.	The Chief Executive must provide written notice to each member of the date, time, and location of any meeting, which prevents members from planning their commitments for the rest of the year.

Consultation

14. Consultations were held with specific input from key business units, including the Office of the Chief Executive, Office of the Mayor, Innovation and Performance, Finance, and Strategy and Policy.
15. The civic events will be scheduled to avoid conflicting with the meeting schedule.
16. Community Boards establish their meeting dates, times, and venues. The Chairs of the Community Boards organise informal gatherings to discuss specific issues or to facilitate community engagement.

17. The meeting dates for the Komiti Ratonga O Te Awa Kairangi | Hutt Valley Services Committee and Te Komiti Ngā Wai Hangarua | Wellington Water Committee have been reviewed by Upper Hutt City Council and Wellington Water Limited. The Hutt Valley Services Committee meeting dates will be considered in March 2026. The Wellington Water Committee meeting dates will be considered on 12 December 2025.
18. The meeting schedule for meetings managed by Te Pane Matua Taiao Greater Wellington Regional Council (GWRC) includes dates provided by GWRC officers. These meetings encompass the Regional Transport Committee, the Wellington Region Leadership Committee, and the Civil Defence Emergency Management Group, with the re-establishment of Te Awa Kairangi | Hutt River Valley Subcommittee to be confirmed in late November 2025.
19. Ko Tātou | Local Government New Zealand has confirmed the date for the SuperLocal Conference (venue to be confirmed) scheduled for 2026. This date has been included in the meeting schedule. The Zone 4 meeting dates have not yet been confirmed and will be added to the schedule once they are received.
20. Council, committee, subcommittee and community board meetings will be publicly advertised. All meetings will be livestreamed through Council's YouTube page.
21. As a governance decision of Council, this decision does not require engagement or consultation with the public.

Climate Change Impact and Considerations

22. There are no climate change considerations as the report relates to an administrative matter.

Legal Considerations

23. The LGA allows local authorities to adopt a meeting schedule, which serves as notice to members of when the meetings will be held.
24. The LGA provides the Mayor with powers to establish committees of the territorial authority.
25. Council, committee, subcommittee and community board meetings will be publicly notified in accordance with the LGOIMA. The meeting schedule will also be published on Council's website.

Financial Considerations

26. There are no direct financial considerations arising from the report.

Appendices

No.	Title	Page
1 ↓	Proposed meeting schedule for 2026	163

Author: Kate Glanville
Senior Democracy Advisor

Reviewed By: Kathryn Stannard
Head of Democratic Services

Approved By: Jarred Griffiths
Director Strategy and Engagement

JANUARY 2026

Interim schedule adopted by Council – XXXXXX

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
			1 New Year's Day	2 Day after New Year's Day
5	6	7	8	9
12	13	14	15	16
19 Wellington Anniversary	20	21	22	23
26	27	28	29	30

Council	Committee Meetings	Subcommittee Meetings	Community Board Meetings	Joint/GWRC Committees	Briefings/Training	Functions/ Holidays/Other	Hearings
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FEBRUARY 2026

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
2	3	4 Briefing – 9.30am-12.30pm Draft 2026-27 Annual Plan	5	6 Waitangi Day
9	10 Regional Transport Committee (GWRC)	11	12	13
16	17 Eastbourne Community Board	18 Citizenship Ceremony 5.00pm	19 Wainuiomata Community Board	20
23	24 Audit and Risk Subcommittee Age and Accessibility Subcommittee	25	26 Strategy, Long Term Plan and Annual Plan Subcommittee Additional Council at the conclusion of SLTP/AP	27

Council	Committee Meetings	Subcommittee Meetings	Community Board	Joint/GWRC Committees	Briefings/Training	Functions/ Holidays/Other	Hearings
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MARCH 2026

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
2	3 Connected Communities and Climate Resilience Committee	4	5 Infrastructure and Regulatory Committee	6 Hutt Valley Services Committee
	Policy and Performance Committee		Briefing to follow	
9 Chief Executive's Performance Review Subcommittee	10	11	12	13 Wellington Water Committee
16	17 Civil Defence Emergency Management	18 Briefing Draft 2026-27 Annual Plan	19	20
	Wellington Regional Leadership Committee			
23	24 Strategy, Long Term Plan and Annual Plan Subcommittee	25	26	27
	Council (end of cycle 1)			
30	31 Regional Transport Committee			

Council	Committee Meetings	Subcommittee Meetings	Community Board	Joint/GWRC Committees	Briefings/Training	Functions/ Holidays/Other	Hearings
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APRIL 2026

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
		1	2	3 Good Friday
6 Easter Monday	7	8	9	10
13	14 Eastbourne Community Board	15	16 Wainuiomata Community Board	17
20	21 Audit and Risk Subcommittee	22	23	24
27 Anzac Day observed	28	29	30	

Council	Committee Meetings	Subcommittee Meetings	Community Board	Joint/GWRC Committees	Briefings/Training	Functions/ Holidays/Other	Hearings
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MAY 2026

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
				1 Hutt Valley Services Committee
4	5 Connected Communities and Climate Resilience	6	7 Infrastructure and Regulatory Committee	8
	Policy and Performance Committee		Briefing to follow	
11	12	13 Strategy, Long Term and Annual Plan Subcommittee	14	15
		Additional Council at the conclusion of the SLTAP Subcommittee		
18	19	20 Citizenship Ceremony 11.00am and 5.00pm	21	22
25	26 Council (Cycle 2)	27	28	29 Wellington Water Committee

Council	Committee Meetings	Subcommittee Meetings	Community Board	Joint/GWRC Committees	Briefings/Training	Functions/ Holidays/Other	Hearings
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JUNE 2026

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
1 King's birthday	2	3 Strategy, Long Term Plan and Annual Plan Subcommittee Additional Council at the conclusion of the SLTP/AP Subcommittee Briefing to follow	4	5
8	9 Regional Transport Committee	10	11	12
15 Chief Executive's Performance Review Subcommittee	16 Eastbourne Community Board	17	18 Wainuiomata Community Board	19
22	23 Civil Defence Emergency Management Wellington Regional Leadership Committee	24 Audit and Risk Subcommittee Age and Accessibility Subcommittee	25	26
29 Council (to adopt Annual Plan)	30 Connected Communities and Climate Resilience Committee Policy and Performance Committee			

Council	Committee Meetings	Subcommittee Meetings	Community Board	Joint/GWRC Committees	Briefings/Training	Functions/ Holidays/Other	Hearings
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JULY 2026

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
		1	2 Infrastructure and Regulatory Committee	3
			Briefing to follow	
6	7	8	9	10 Matariki
13	14	15	16	17
20	21	22	23	24
27 Council (cycle 3)	28 Local Government New Zealand SuperLocal Conference and AGM	29 Local Government New Zealand SuperLocal Conference and AGM	30 Local Government New Zealand SuperLocal Conference and AGM	31 Local Government New Zealand SuperLocal Conference and AGM

Council	Committee Meetings	Subcommittee Meetings	Community Board	Joint/GWRC Committees	Briefings/Training	Functions/ Holidays/Other	Hearings
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AUGUST 2026

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
3	4	5	6	7
10	11	12	13	14
17	18 Eastbourne Community Board	19	20 Wainuiomata Community Board	21
24 Chief Executive's Performance Review Subcommittee	25 Audit and Risk Subcommittee Age and Accessibility Subcommittee	26	27 Citizenship Ceremony 11.00am and 5.00pm	28
31				

Council	Committee Meetings	Subcommittee Meetings	Community Board Meetings	Joint/GWRC Committees	Briefings/Training	Functions/ Holidays/Other	Hearings
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SEPTEMBER 2026

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	1 Strategy, Long Term Plan/Annual Plan Subcommittee	2	3	4
7	8 Regional Transport Committee	9	10	11
14	15 Connected Communities and Climate Resilience Committee	16	17 Infrastructure and Regulatory Committee	18 Hutt Valley Services Committee
	Policy and Performance Committee		Briefing to follow	
21	22 Civil Defence Emergency Management Committee	23	24	25
	Wellington Regional Leadership Committee			
28	29 Additional Audit and Risk Subcommittee (to consider the Annual Report)	30		

Council	Committee Meetings	Subcommittee Meetings	Community Board	Joint/GWRC Committees	Briefings/Training	Functions/ Holidays/Other	Hearings
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OCTOBER 2026

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
			1	2
5	6 Council (cycle 4)	7	8	9
12	13 Additional Policy and Performance Committee (to consider the Annual Report)	14	15	16
	Briefing to follow			
19	20	21	22	23
26 Labour Day	27	28 Policy and Performance Committee	29	30
		Council at the conclusion of the Policy and Performance Committee (to adopt the Annual Report)		

Council	Committee Meetings	Subcommittee Meetings	Community Board	Joint/GWRC Committees	Briefings/Training	Functions/ Holidays/Other	Hearings
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NOVEMBER 2026

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
2	3 Eastbourne Community Board	4	5 Wainuiomata Community Board	6
9	10 Audit and Risk Subcommittee	11	12	13
	Age and Accessibility Subcommittee			
16	17	18 Citizenship Ceremony 5.00pm	19	20
23	24 Regional Transport Committee	25 Connected Communities and Climate Resilience Committee	26 Infrastructure and Regulatory Committee	27 Hutt Valley Services Committee
		Policy and Performance Committee	Briefing to follow	
30 Strategy, Long Term Plan/Annual Plan Subcommittee				

Council	Committee Meetings	Subcommittee Meetings	Community Board	Joint/GWRC Committees	Briefings/Training	Functions/ Holidays/Other	Hearings
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DECEMBER 2026

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	1	2	3	4
7	8 Civil Defence and Emergency Management Committee Wellington Region Leadership Committee	9	10	11
14	15 Strategy, Long Term Plan/Annual Plan Subcommittee Council (cycle 5)	16	17	18
21	22	23	24	25 Christmas Day
28 Boxing Day (observed)	29	30	31	

Council	Committee Meetings	Subcommittee Meetings	Community Board Meetings	Joint/GWRC Committees	Briefings/Training	Functions/ Holidays/Other	Hearings
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05 November 2025**Report no: HCC2025/5/292**

Appointment and Remuneration of Directors Policy

Purpose of Report

1. The purpose of this report is for Council to consider proposed amendments to the Appointment and Remuneration of Directors Policy.

Recommendations

That Council:

- (1) notes several minor amendments are proposed to the Appointment and Remuneration of Directors Policy to bring it into line with best practice, and reflect the current practice, of Council; and
- (2) agrees to the amendments to the Appointment and Remuneration of Directors Policy as set out in Appendix 1 to the report (the amendments are track-changed).

Background

2. The Local Government Act 2002 (**the Act**) introduced the obligation for councils to adopt a number of new financial and other policies, including an Appointment and Remuneration of Directors Policy.
3. Council adopted an Appointment and Remuneration of Directors Policy in early 2003 (**the Policy**). It is important to note that the Policy applies to appointments to "Council Organisations", which is a broadly defined term in the Act. It includes Council Controlled Organisations, but it also includes any other organisation where Council holds or controls the right to appoint members to the governance body of an organisation or has the right to vote at a governance level of the organisation.
4. Over the years since its introduction, the Policy has been reviewed, and minor changes have been introduced to keep the Policy in line with legislation and to reflect best or current practice.

Discussion

5. The current proposed amendments are:
- a. The introduction of a brief “Purpose” section at the start of the Policy.
 - b. An amendment in clause 4.3 of the Policy to clarify that the selection panel for candidates will be made up of the Chair of the relevant Council Organisation (or their nominee), the Mayor (or their nominee), and the Chief Executive of Council (or their nominee). This updates the previous language which referred to “an elected member” and “senior official” being on the panel.
 - c. An amendment to the appointment process in clause 4.3, so the panel is required to make a recommendation to Council. Currently, the panel is required to prepare a report for Council's consideration and may make a recommendation if it wishes.
 - d. An amendment to the process for appointment in clause 4.3 to allow the appointment decision to be made in public if the candidate waives their right to privacy. Currently, the Policy requires the consideration of the candidate to be undertaken in public excluded, with the announcement of a successful candidate to follow in public.
 - e. In clause 7, deletion of the ability for directors’ remuneration to be set at the annual general meeting or an organisation where Council is the sole shareholder or the organisation. This means those fees would have to be set by Council resolution.
 - f. In clause 7, deletion of the requirement for directors’ remuneration to be automatically adjusted in line with inflation on 1 January each year, to reflect current practice (where this does not happen).

Options

6. Council has the option to:
- a. Accept the amendments in full (recommended). The changes provide clarity, adopt best practice, and reflect current practice. Accepting the amendments is not considered to disadvantage Council.
 - b. Accept some of the changes. Council could accept some amendments and reject others. It should provide its reasons for doing so.
 - c. Reject all changes. None of the current amendments are required by legislation, so it is open to Council to reject all the proposed amendments and continue with the Policy as it is.

Climate Change Impact and Considerations

7. The matters addressed in this report have been considered in accordance with the process set out in Council’s Climate Change Considerations Guide.

Consultation

8. Public consultation is not considered necessary.

Legal Considerations

9. Council is required to have a policy on the appointment and remuneration of directors of a council organisation under section 57 of the Act.

Financial Considerations

10. There are no financial considerations unless Council does wish to adjust remuneration of Directors annually, in line with inflation (the recommended option would delete this requirement of the Policy).

Appendices

No.	Title	Page
1	Appendix 1: Draft Appointment and Remuneration of Directors Policy 2025	178

Author: Bradley Cato
Chief Legal Officer

Approved By: Jo Miller
Chief Executive

APPOINTMENT AND REMUNERATION OF DIRECTORS POLICY



Division	Office of the Chief Executive
Date created	August 2008
Publication date	August 2015
Review period	July 2026 2020 July 2028
Owner	Chief Legal Office, Office of the Chief Executive
Approved by	Chief Executive Officer

Version	Author	Date	Description
V 1.0	Joycelyn Foo	25/8/2008	Approved by Council
V 2.0	Joycelyn Foo	22/8/2013	Reviewed
V 3.0	Joycelyn Raffills	11/8/2015	Format updates
V 4.0	Bradley Cato	27/11/2018	Reviewed
V 5.0	Melissa Harward Bradley Cato	6/6/2023 27 June 2025	Updates in line with legislation and current practice

APPOINTMENT AND REMUNERATION OF DIRECTORS POLICY

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APPOINTMENT AND REMUNERATION OF DIRECTORS POLICY

1. PURPOSE

[The purpose of this policy is to outline the process and criteria for the appointment of directors by Hutt City Council to external governance positions.](#)

1.2. SECTION 57 LOCAL GOVERNMENT ACT 2002:

- (1) A local authority must adopt a policy that sets out an objective and transparent process for---
 - (a) the identification and consideration of the skills, knowledge, and experience required of directors of a council organisation; and
 - (b) the appointment of directors to a council organisation; and
 - (c) the remuneration of directors of a council organisation.
- (2) A local authority may appoint a person to be a director of a council organisation only if the person has, in the opinion of the local authority, the skills, knowledge, or experience to---
 - (a) guide the organisation, given the nature and scope of its activities; and
 - (b) contribute to the achievement of the objectives of the organisation.
- (3) When identifying the skills, knowledge, and experience required of directors of a council-controlled organisation, the local authority must consider whether knowledge of tikanga Māori may be relevant to the governance of that council-controlled organisation.

Note: The term Director includes Trustee or Manager of a Council Organisation as per section 6 of the Local Government Act 2002.

2.3. APPOINTMENT OF DIRECTORS

Council has the authority to make appointments to a wide range of organisations.

In all cases, the decision as to the appointment will be made at a full Council meeting.

In each case, Council will appoint a person who Council considers to show the following:

- The skills, knowledge and experience needed to undertake the relevant role.
- Sound judgement.
- A high standard of personal integrity.
- An understanding of the governance requirements for the type of organisation concerned.
- The ability to work as part of a team.

3.4. PROCESS FOR MAKING APPOINTMENTS

Identifying skills, knowledge, and experience required of directors

In each case, the selection and assessment process will involve the following:

3.4.1 PREPARATION OF A PERSON SPECIFICATION

In each case a person specification will be prepared setting out the skills, knowledge, and experience

APPOINTMENT AND REMUNERATION OF DIRECTORS POLICY

required of a director/s. In preparing this person specification consideration will be given to the following:

- The nature and scope of Council organisation, its future direction and requirements in its constitutional documents.
- The objectives of the organisation and the attributes, skills, knowledge, and experience required to contribute to the achievement of those objectives.
- The skills of any existing directors.
- Outstanding skills, knowledge, and experience required.
- Any future skills, knowledge, and experience required.
- Knowledge and experience of tikanga Māori may be required in the role.

3.24.2 ADVERTISING THE POSITION

In most cases, the position will be advertised and any potential candidates known to Council may be approached and asked if they would consider applying for the position.

3.34.3 ASSESSMENT OF CANDIDATES

The assessment process will be as follows:

- All applications will be assessed by a selection panel comprising the Chair or their nominee of the CO (or their nominee) as appropriate, the Mayor (or their nominee) an elected member, the Chief Executive of Council (or their nominee) and other appropriate senior officer/s and if appropriate relevant external people and HR expertise (the panel) if required. The panel will consider all applications received, shortlist, interview and make a recommendation to Council on the proposed Director/s, prepare a report on the candidates for Council's consideration. The panel may make a recommendation if it wishes to do so.
- The final appointment/s will be made in committee public excluded (thus protecting the privacy of natural persons), unless the candidate waives their right to privacy, by resolution of the full Council. Public announcement of the appointment will be made as soon as practicable after Council has made its decision.
- If an elected member is under consideration to fill a particular vacancy, that elected member cannot take part in the discussion or vote on their appointment or on any other proposed appointees being considered for the same Board at the same meeting.

3.44.4 EXCEPTIONS

Elected member appointments ("Council Director")

In the case where Council is considering the appointment of an elected member to a Council organisation, there will be no need to advertise the position. This is because the potential pool of applicants for the position will be limited to elected members only. It will remain necessary for the assessment process to be followed in relation to the potential elected member candidates.

Existing pool of potential candidates

There may also be cases where, because of a recent appointment process, Council has a number of potential applicants for a position who have already submitted applications and who have agreed that their personal details could be used for consideration for future appointments. In such a case, the panel may elect not to advertise the position and may recommend to Council a potential appointee from this group of potential applicants. In such a case, the panel will include in its report to Council, for Council's consideration, an explanation of the reasons that the advertising process was not followed.

APPOINTMENT AND REMUNERATION OF DIRECTORS POLICY

Where Council makes an appointment without advertising the position, Council will record that fact and the reasons for not advertising the position in the minutes of the relevant meeting.

Other situations where advertising is not required

There may also be other situations where it is considered appropriate not to follow a full public advertising process in selecting potential applicants for appointment to Council organisations. In all cases where the decision is made not to advertise the vacancy publicly, the panel must include in its report to Council the reasons that a public advertising process was not followed. Where Council makes an appointment without advertising the position, Council will record that fact and the reasons for not advertising the position in the minutes of the relevant meeting.

4.5. TENURE AND REAPPOINTMENT

All appointments will specify the term of the appointment. Council may decide that, to prevent unwanted vacancies occurring during an election period, an appointment will be specified to extend beyond the end of a local government triennium. In such a case, it is prudent to specify that the appointment will last until the first ordinary meeting of the new triennium.

Where an elected member is appointed to a Board because one of the conditions is that the Director be an elected member, the term of the appointment will cease on the same date the elected member ceases to be an elected member, if that date is prior to the expiry date of the term of the appointment.

In relation to a Council Controlled Organisation, directors may be reappointed to a Board for a second term and, where there is a compelling reason, a director may be appointed for further periods. Second and third terms are not automatic, and Council will make its decision based on the company's business needs, the availability of candidates for the role (including the incumbent), the incumbent's performance and the make-up of the Board.

If a reappointment is made without having first completed the process outlined above, Council will record in the minutes of the meeting at which the appointment is made the reasons for not having followed that process.

5.6. CONFLICTS OF INTEREST

Hutt City Council expects that directors of Council organisations will avoid situations where their actions could give rise to a conflict of interest.

To minimise situations of conflict arising from:

Council requires directors to be guided by the Institute of Directors in the Four Pillars of Governance section 2.2 on Ethics and section 4.5 on Conflicts of Interest.

Unless otherwise stated in the organisation's constitutional documents, all directors are appointed at the decision of Council and may be dismissed for disregarding those guidelines.

6.7. REMUNERATION OF DIRECTORS

The remuneration of directors of a Council Controlled Organisation will be determined by the nature of the business and financial situation of the CCO.

Where Council is the sole shareholder in a particular organisation Council will set the directors'

APPOINTMENT AND REMUNERATION OF DIRECTORS POLICY

remuneration ~~either~~ by resolution ~~at the annual general meeting or resolution~~ of Council. The resolution will state whether the remuneration is set as a fixed cap for Board remuneration, to be allocated by the Board, or specifying the salaries to be paid for directors and the Chairperson.

Remuneration for directors of Council Controlled Organisations will be determined by an analysis of market rates for comparable positions at the commencement of every triennium.⁴

⁴ Updated April 2008 in line with Council minute 5(b)(iii) of 18/3/08

~~Remuneration will be automatically adjusted in line with inflation on an annual basis, effective 1 January of each year. The Consumer Price Index for the 12 months ending 30 December of each year will be the inflation measure used.~~

Remuneration for directors of other Council organisations (if any) will be determined on a case by case basis taking into account the form and purpose of the organisation and any previous level of fees paid by the shareholder.

7.8. TERMS

The terms used in this policy have the meaning set out in section 6 of the Local Government Act 2002.

27 October 2025**Report no: HCC2025/5/294**

Elected Member Support Policy

Purpose of Report

1. The purpose of this report is to ask Council to adopt the updated Elected Member Support Policy (the policy), which has been reviewed in line with the regular triennial review cycle and updated to reflect the new home security allowance.
2. For the home security allowance to be claimable, Council must resolve to include it in the policy.

Recommendations

It is recommended that Council:

- (1) notes and receives the report;
- (2) agrees to adopt the updated Elected Member Support Policy (the policy), which includes a provision for a home security allowance for elected members, as detailed in Appendix 1 attached to the report; and
- (3) authorises the Chief Executive to make any minor amendments to the policy, such as updating the determination dates and allowance payable to a member for eligible travel when the Remuneration Authority issues the principal and/or amendment determinations.

Background

3. The Authority sets allowances for expenses that Councillors may incur as part of their role. The Authority reviews these rates annually. The Local Government Members (2025/26) Determination 2025 is the latest determination from the Authority. View the link here: [Local Government Elected Members \(2025/26\) Determination 2025 \(SL 2025/140\) \(as at 01 September 2025\) Contents - New Zealand Legislation](#)
4. The Authority sets the framework for elected member allowances, including mileage, travel time, communications, childcare, and the new home security allowance.
5. In addition, Council provides limited free car parking for Councillors and a training section to support Councillors' professional development.
6. All allowances are at the discretion of individual councils, within the limits set by the Authority.

7. The updated policy largely aligns Council's allowances with the limits set by the Authority.
8. The policy is updated annually to reflect the Authority's most recent determination. In addition, the policy will be formally reviewed at the beginning of each triennium.

Discussion

9. The Authority provides for a range of allowances to be paid to elected members of a local authority while undertaking local authority business. These must be approved by Council and included in its policy.
10. It is for Council to determine the level of allowance or reimbursement, provided it is within the limits set by the Authority.

Home Security System Allowance

11. The Authority has recognised the significant increase in abuse, harassment, and threatening behaviour directed at elected members. Elected members are increasingly experiencing threats and harassment through social media, in public, and at their homes. As a result, many elected members are concerned for their personal safety and that of their families.
12. The Authority has introduced a new allowance to cover the installation and monitoring of a home security system at an elected member's primary residence within the council's area.
13. Payment of this allowance, following a completed and authorised threat and risk assessment, is at Council's discretion up to the maximum amounts specified by the Authority. Council must obtain the Authority's approval before reimbursing any costs above these limits.
14. Based on a security threat and risk assessment authorised by Council, Council may reimburse expenses of having a security system installed and monitored at a member's primary place of residence within the local authority area up to a maximum of-
 - a) \$4,500 for installing the system; and
 - b) \$1,000 in any year for monitoring, call outs, and repairs.
15. An elected member may also be reimbursed for additional expenses for the provision of supplementary security measures at their primary place of residence within the local authority area if-
 - a) the security threat and risk assessment recommends that those supplementary security measures be provided to the member; and
 - b) the Remuneration Authority, on application from the local authority, approves reimbursement of the additional expenses arising from the provision of those supplementary security measures.

16. The home security system allowance takes effect from the day after the official results of the 2025 local election are declared under section 86 of the Local Electoral Act 2001.

Other Minor Amendments

17. Along with the home security allowance, several minor amendments have been made to the policy for clarity. These changes include Councillors are not authorised to make bookings directly, requiring Council approval for overseas travel (excluding Australia), discontinuing new printer provisions while supporting existing Council-issued printers, and removing references to the disestablished Petone Community Board.
18. The policy now reflects the Te Komiti Āpiti Arotake me ngā Tūraru | Audit and Risk Subcommittee's established practice of reviewing expense claims and allowances for compliance.
19. The policy also now reflects any additional benefits for elected members not specified in the Local Government Members (2025/26) Determination 2025 require prior approval from the Remuneration Authority.

Options

20. Council has two options:
 - a. approve the updated policy, as set out in Appendix 1 to this report, including the addition of a home security allowance; OR
 - b. approve the updated policy, as set out in Appendix 1 to this report, incorporating only the minor amendments and excluding the home security allowance.

Climate Change Impact and Considerations

21. Climate change considerations have been incorporated into the policy regarding travel.

Consultation

22. As a governance decision of Council, this decision does not require consultation or consultation with the public.
23. The Authority periodically seeks feedback from elected members on the proposed governance remuneration pools, elected members' allowances and hearing fees.

Legal Considerations

24. The Authority considers the comments and advice it receives regarding the proposed governance remuneration pools, elected members' allowances, and hearing fees. This consideration is guided by the criteria outlined in Schedule 7, Clause 7 of the Local Government Act 2022 and Clause 18A of the Remuneration Authority Act 1977. The Authority must use this information to inform its decisions.
25. The Local Government Members (2025/26) Determination 2025 outlines the remuneration, allowances and hearing fees payable to members.

26. Councils do not need the Authority's agreement for changes to their policy so long as their policy remains within the limits of the current remuneration and allowances determination.

Financial Considerations

27. Should there be a higher than expected uptake of the allowance, total costs could increase beyond what can be reasonably managed within existing budgets. In that case, officers would need to review expenditure priorities or report back to Council with options for managing the additional costs within the approved financial framework.
28. At this stage, however, based on historical trends for other allowances (such as childcare), significant uptake is not anticipated.

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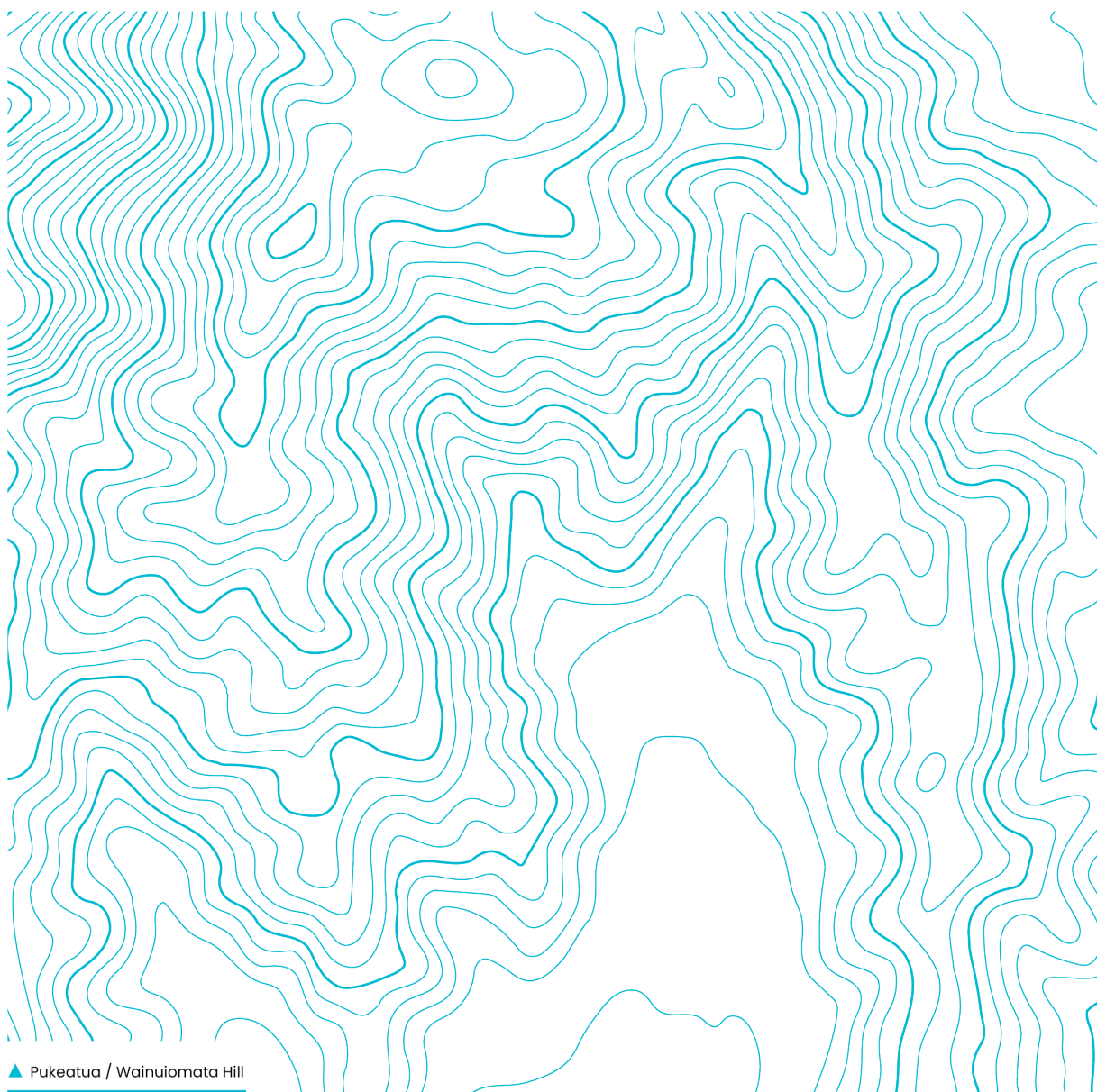
Author: Susan Narayan
Elected Member Support Coordinator

Reviewed By: Kathryn Stannard
Head of Democratic Services

Approved By: Jarred Griffiths
Director Strategy and Engagement



Elected Member Support Policy 2025–2028



▲ Pukeatua / Wainuiomata Hill

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Interpretation

Actual means as evidenced by the original receipt attached to the claim form.

Reasonable means that it is within the amount specified by this policy or as deemed reasonable by the Chief Executive or their delegate.

Council business includes formal Council meetings, committee and subcommittee meetings, briefings, seminars, LGNZ Conference, statutory hearings, training courses, site visits, meetings with staff, meetings with community groups, and meetings with members of the public. It does not include events where the primary focus is on social activity, events where attendance is in a non-representative capacity, travel not related to council business or personal travel interspersed with Council business.

Elected member means those individuals declared to be elected to Council, including as a member of a community board, Councillor, Mayor or Deputy Mayor.

The Remuneration Authority is an independent body established by the Remuneration Authority Act 1977, with responsibilities under the Local Government Act 2022 to determine remuneration and expenses/allowance rules for local authority members.

Record of Amendments

Version	Date	Approver	Summary of Amendments
1			
2			

Travel and Associated Costs

- 1) All approvals for travel must consider the impact on climate change, including whether there are any mitigations possible to reduce the effect, such as the use of remote conferencing technology or a reduction in the number of elected member participants.
- 2) When the Mayor or Councillors are required to travel within New Zealand on official business, Hutt City Council will reimburse the Mayor or Councillor for actual and reasonable accommodation, meals (excluding alcohol) and other costs on production of receipts. Council business includes carrying out work on behalf of Hutt City Council or representing Council at an approved conference, seminar or similar meeting.
- 3) When the Mayor or Councillors are required **and authorised by Council resolution** to travel outside New Zealand, Hutt City Council will reimburse the Mayor or Councillor for actual and reasonable accommodation, meals (excluding alcohol), and other costs on production of receipts.
- 4) Allowances for travel, accommodation, meals (excluding alcohol) and other costs may be advanced to the Mayor or Councillor to the level of estimated expenditure. The Mayor or Councillor must account for the expenditure of the advance with receipts and clear the balance immediately.
- 5) All travel and accommodation must be booked by Democratic Services, except Mayoral travel, which is to be booked by the Mayor's Office.
- 6) For this policy, travel to Australia is domestic travel.
- 7) Elected members are expected to adhere to Council's Sensitive Expenditure Policy and associated guidelines.

Vehicle Usage

- 8) Councillors are also entitled to be reimbursed for the cost of vehicular travel on council business. This can be an allowance for the use of a private motor vehicle based on kilometres travelled, reimbursement of the actual cost of public transport, or, where necessary, a taxi, for which receipts must be provided.
- 9) Where an elected member chooses to take their private motor vehicle to a conference or seminar for which airfares would generally be provided, the equivalent airfare will be reimbursed rather than the vehicle mileage allowance.
- 10) Elected members are entitled to use Council fleet charging units to charge private electric and hybrid vehicles free of charge.

Vehicle Kilometre Allowance under Local Government Members (2025/26) Determination 2025

- 11) A member's travel is eligible for the allowance if –
 - a) it occurs at a time when the member is not provided with a motor vehicle by the local authority; and
 - b) the member is travelling—
 - i in a private vehicle; and
 - ii on local authority business; and
 - iii by the most direct route that is reasonable in the circumstances.
- 12) The allowance payable to a member for eligible travel is –
 - a) for a petrol vehicle,—
 - i. \$1.17 per kilometre for the first 14,000 kilometres of eligible travel in the determination term; and
 - ii. 37 cents per kilometre after the first 14,000 kilometres of eligible travel in the determination term:
 - b) for a diesel vehicle,—
 - i. \$1.26 per kilometre for the first 14,000 kilometres of eligible travel in the determination term; and

- ii. 35 cents per kilometre after the first 14,000 kilometres of eligible travel in the determination term:
- c) for a petrol hybrid vehicle,-
 - i. 86 cents per kilometre for the first 14,000 kilometres of eligible travel in the determination term; and
 - ii. 21 cents per kilometre after the first 14,000 kilometres of eligible travel in the determination term:
- d) for an electric vehicle,-
 - i. \$1.08 per kilometre for the first 14,000 kilometres of eligible travel in the determination term; and
 - ii. 19 cents per kilometre after the first 14,000 kilometres of eligible travel in the determination term.

Travel Time Allowance

- 13) As Hutt City Council has adopted a salary-only model, no travel time allowance payments are made to the Mayor or Councillors.

Communications Allowance under Local Government Members (2025/26) Determination 2025

- 14) The following equipment is provided to Councillors by Council:

- Laptop

Note: Council will continue to support existing Council-issued printers for returning councillors by providing necessary consumables.

- 15) An allowance of up to \$800 per year can be claimed for the use of the member's own internet service for the member's work on local authority business. This can be claimed in one lump sum at any time during the financial year.

- 16) An allowance of up to \$500 per year can be claimed for use of the member's own mobile telephone service for the member's work on local authority business. Alternatively, the member may be reimbursed for the actual costs of telephone calls made on local authority business upon production of the relevant telephone records and receipts.

Note: The Communications Allowance has pro rata provisions for members who are not in a position for the full 12 months. This affects both members who do not return after the election and those who are elected for the first time in October (see the Local Government Members (2025/26) Determination 2025).

- 17) A home-based technology allowance of \$45 per month will be paid to the chairs of the Eastbourne, ~~Petene~~ and Wainuiomata Community Boards to reimburse the incumbents of those positions a portion of the communication costs (business-related telephone calls, internet connection, etc) incurred by them in carrying out their duties.

Childcare Allowance under Local Government Members (2025/26) Determination 2025

- 18) An allowance of up to \$7,500 per year per child can be claimed as a contribution towards expenses incurred by the member for childcare provided. In contrast, the member is engaged in local authority business.
- 19) A member is eligible to be paid a childcare allowance in respect of childcare provided for a child only if –
- a) The member is a parent or guardian of the child, or is the person who usually has responsibility for the day-to-day care of the child (other than on a temporary basis); and
 - b) The child is under 14 years of age; and
 - c) The childcare is provided by a person who –
 - i. Is not a family member of the member; and
 - ii. Does not ordinarily reside with the member; and
 - d) The member provides evidence satisfactory to the local authority of the amount paid for childcare.
- 20) “Family member of the member” is defined as a spouse, civil union partner, de facto partner, and a relative, ie another person connected with the member within 2 degrees of a relationship, whether by blood relationship or by adoption.
- 21) The Head of Democratic Services can approve claims for the reimbursement of childcare allowance.

Home Security System Allowance under Local Government Members (2025/26) Determination 2025

22) Members can be reimbursed for expenses of having a home security system installed and monitored up to a maximum of:

- \$4,500 for installing the system; and
- \$1,000 in any year for monitoring, callouts, and repairs.

Security threat and risk assessment procedure

Members may only be reimbursed for these expenses following a security threat and risk assessment authorised by the Chief Executive, undertaken by a suitably qualified person or organisation. Council will reimburse the cost of a security threat and risk assessment. Approvals for claims for reimbursement for both the security threat and risk assessment, and for expenses related to installation and monitoring, callouts, and repairs to the system are approved by the Head of Democratic Services.

Members who have previously claimed this allowance should satisfy the Chief Executive that their primary residence has changed, or that the system previously used is out of date and should be replaced by a suitably qualified person or organisation. This must be documented with evidence to the approver's satisfaction.

Supplementary security expenses above the allowance limit

A member may also be reimbursed for additional expenses for the provision of supplementary security measures at their primary place of residence within the Council area if the security threat and risk assessment recommends that those supplementary security measures be provided to the member.

Approval of supplementary security expenses is subject to the Remuneration Authority's approval on Council's application. Approval of applications to the Remuneration Authority under this clause is the responsibility of the Head of Democratic Services.

Health and Wellbeing

- 23) Elected members are entitled to the flu vaccination employee benefit.
Elected members can receive a voucher annually when it is made available to staff.
- 24) Council's Employee Assistance Programme (EAP) is now available to elected members. EAP is a confidential counselling and advice service that can provide short-term support for personal or work-related issues that are impacting a member and their work life.
- 25) Details on how elected members can access EAP support will be available on Diligent.

Resource Consent Hearing Fees

- 26) A member who acts as the chair of a resource consent hearing is entitled to be paid a fee of \$130.00 per hour of hearing time and preparation.
- 27) A member who is not the chair of a resource consent hearing is entitled to be paid a fee of \$104.00 per hour of the hearing time and preparation time.

Car parks

- 28) When Councillors are undertaking Council business at the Council Administration building during office hours, limited free parking is available in the fleet carpark on Stevens Grove (behind the Dowse Art Museum) or in the carpark opposite the Administration Building on Laings Road. Carparks are provided on a first-come, first-served basis. Cars must be registered electronically.
- 29) In the event that all reserved parks are in use, Councillors are expected to use available public parking areas.
- 30) A car park is reserved for the Mayor and the Deputy Mayor in the Laings Road carpark.

Access to Staff Benefit schemes

- 31) It is not appropriate for Council to offer staff benefit schemes to elected members, **unless prior approval has been obtained from the Remuneration Authority**, as it is contrary to both the Local Government Act 2002 and the Remuneration Authority Act 1977.

Training

- 32) Councillors are eligible for financial support for training, which may include formal training courses, attendance at seminars or attendance at conferences.
- 33) Financial support is capped at \$2,153.00 per councillor per annum.
- 34) Capped funding includes seminar costs, course fees, or conferences, as well as any associated costs. The cap does not include those conferences where attendance is required, as the Council feels it must send a delegate(s). Nor does it include those activities the Mayor undertakes by virtue of his office.
- 35) **Councillors are not permitted to make direct bookings for seminars, course fees, or conference costs. All such bookings must be made by Democratic Services to ensure appropriate financial controls and alignment with this policy.**
- 36) Financial assistance for longer term training (a course of study with a duration of more than three days), if approved, is capped at 50% of costs (within the maximum stated above).
- 37) Requests to attend formal training courses or seminars with a value over \$1,000 are to be made in writing to the Chief Executive for their decision.
- 38) The Head of Democratic Services can approve requests for training courses or seminars costing less than \$1,000.

- 39) The following guiding principles will be relied on in deciding whether to approve a request for training:
- a) the likely benefits of the intended training course or seminar;
 - b) the needs of the Councillor demonstrated through discussion with the Chief Executive or the Head of Democratic Services;
 - c) the cost of the training proposed;
 - d) reports and evaluations by Councillors who may have attended similar courses in the past; and
 - e) competing demands on the training budget.
- 40) All requests for financial support to attend longer term training courses are to be made in writing to the Chief Executive for their decision.
- 41) Additional guiding principles when deciding on this situation are:
- a) what is the overall duration of the course; and
 - b) the point in time in the triennium when the training is requested.
- 42) Financial support, if approved, is capped at 50% of total costs (and within the maximum stated above).
- 43) Elected members are to provide an evaluation of the course or seminar attended to the Head of Democratic Services.

Sensitive expenditure and gifts

- 44) Refer to [Council's Code of Conduct](#) about gifts received by, and in their capacity as, elected members.
- 45) Council's [Sensitive Expenditure Policy](#) and associated guidelines apply to elected members, all Council employees and volunteers. It encourages common sense to sensitive expenditure that is fair, reasonable and able to withstand public scrutiny.
- 46) Refer to [Office of the Auditor General – Controlling Sensitive Expenditure: Guidelines for public entities](#) in relation to corporate hospitality and entertainment.

Submitting Expense Claims

- 47) Expense claims must be made monthly and will not be accepted if the claim is provided more than two months after the end of the financial year to which it relates. Expense claims will be approved by the Head of Democratic Services, with more complicated claims referred to the Chief Executive for final approval.
- 48) The Te Komiti Āpiti Arotake me ngā Tūraru | Audit and Risk Subcommittee's annual audit work programme includes expense claims and allowances paid to elected members and the Corporate Leadership Team to ensure compliance.

Breach of Allowance and Expense Rules

- 49) If an elected member breaches this policy, the elected member must reimburse Council for any costs Council may have wrongfully incurred.
- 50) An alleged breach of allowance and expense rules may be considered under the Code of Conduct.

Policy review

- 51) This policy will be reviewed at the beginning of each triennium. Council may direct a review of this policy at any time.

Contact details

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