

TE KAUNIHERA O TE AWA KAIRANGI | HUTT CITY COUNCIL

Minutes of an ordinary meeting of The Hutt City Council held in the Council Chambers,
2nd Floor, 30 Laings Road, Lower Hutt on
Thursday 20 November 2025 commencing at 2:00pm

To watch the livestream of the meeting, please click on the link here:

https://www.youtube.com/watch?v=_9FSTbduBQM

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 Miller, Chief Executive
 A Blackshaw, Director Neighbourhoods and Communities
 J Griffiths, Director Strategy and Engagement
 A Geddes, Director Environment and Sustainability
 J Kingsbury, Director Economy and Development
 J Livschitz, Group Chief Financial Officer
 B Cato, Chief Legal Officer
 K Butler-Hare, Tumuaki Māori (part meeting)
 A Darby-Braddock, Head of Mayor's Office
 C Ellis, Head of Chief Executive's Office
 K Stannard, Head of Democratic Services
 S Gardner, Water Services Transition Manager (part meeting)
 H Bell, Water Services Advisor (part meeting)
 E Scherer, Transport Engineering Manager (part meeting)
 V Gilmour, Democracy Advisor
 K Glanville, Senior Democracy Advisor

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

There were no apologies.

3. PUBLIC COMMENT

Comments are recorded under the item to which they relate.

4. MAYORAL STATEMENT

Mayor Fauono Laban spoke to his statement, attached as pages 15-16 to the minutes.

5. CONFLICT OF INTEREST DECLARATIONS

Cr Puketapu declared a conflict of interest regarding item 11 related to Kara Puketapu-Dentice and took no part in the discussion or voting on the matter.

Cr Stallinger declared a conflict of interest regarding item 11 related to the proposed appointment as Council's director on Urban Plus Limited and took no part in the discussion or voting on the matter

Cr Lewis declared a conflict of interest regarding item 11 related to the proposed appointment as Council's director on Seaview Marina Limited and took no part in the discussion or voting on the matter.

6. MINUTES

RESOLVED: (Mayor Laban/Cr Mitchell)

Minute No. C 25501(2)

"That the minutes of the meeting of the Inaugural Council Meeting held on Wednesday, 29 October 2025, be confirmed as a true and correct record."

7. **DECISIONS MADE UNDER CHIEF EXECUTIVE DELEGATION**

Memorandum dated 4 November 2025 by the Chief Executive

The Chief Executive elaborated on the memorandum.

RESOLVED: (Mayor Laban/Cr Dyer)

Minute No. C 25502(2)

"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."*

8. TIAKI WAI METROWATER LIMITED - APPROVAL OF FOUNDATION DOCUMENTS

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

Speaking under public comment, **Teresa Homan** expressed concerns about the establishment of Tiaki Wai MetroWater Limited. She questioned the adequacy of public consultation, the transfer of water assets, and the representation of shareholder councils in governance. She expressed concerns about forming a board before approving the foundation documents and asked for evidence of public support. She sought information on shareholder contributions, asset replacement costs, and equity in contributions from councils. Additionally, she emphasised the need for equitable water access, protections against privatisation, affordability for low-income households, Mana Whenua representation, and transparent reporting on network leaks.

Speaking under public comment, **Heather Blissett** spoke to her statement attached as pages 17-18 to the minutes.

An updated document titled 'Amendments to the version of the Partners' Agreement circulated for 20 November Council meeting' was tabled at the meeting by the Water Services Transition Manager and attached as pages 19-26 to the minutes.

Mike Wakefield, Partner at Simpson Grierson (via audio-visual link), was in attendance for the item.

The Water Services Transition Manager elaborated on the report. She pointed out that some minor amendments to the foundation documents had been circulated, reflecting ongoing work since the papers were issued. She also noted minor amendments to the Partners' Agreement, including Local Government Funding Agency (LGFA) guarantee provisions and administrative updates to the Secretariat arrangements.

In response to questions from members, the Water Services Transition Manager stated that officers would continue refining the Statement of Expectations before being considered by the Partners Committee. Officers would also work with Tiaki Wai MetroWater Limited's finance team to ensure Hutt City costs were properly ring-fenced during the transition year, while maintaining oversight of how cost-to-serve was reflected in initial pricing. Officers would follow up with public speaker Teresa Homan if any of her questions remain unanswered after the meeting.

Members noted that the Mayor and Chief Executive would engage with the independent chair of Tiaki Wai MetroWater Limited to develop a price harmonisation pathway and address wider transition issues.

RESOLVED: (Mayor Laban/Cr Edwards)

Minute No. C 25503(2)

“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, along with updates tabled at the meeting;*
- (3) authorises the Mayor to execute the Partners’ Agreement for Tiaki Wai MetroWater Limited on behalf of Council and delegates to the Mayor and Chief Executive the power to agree to any minor amendments prior to execution by 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 endorses 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 Council representative on the Partners’ Committee the power to confirm the representatives, alternates, and any replacements, nominated by the Mana Whenua Partners to the Partners’ Committee (section 6.3 of the Partners Agreement);*
- (6) delegates to the Tiaki Wai MetroWater – Partners’ Committee the power to make the decisions stated in Section 2 of Schedule 3 of the Partners Agreement;*
- (7) 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.”*

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

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

The Director of Economy and Development elaborated on the report.

In response to questions from members, the Director of Economy and Development agreed to speak with event organisers about the possibility of providing residents with more than seven days' notice regarding temporary parking restrictions associated with the parade. He also confirmed that officers would monitor the implementation of the new Traffic Management Manual and report back to Council on whether it results in increased event traffic management costs.

RESOLVED: (Mayor Laban/Cr Shaw)

Minute No. C 25504(2)

"That Council:

- (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 to 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."

10. 2025-2028 TRIENNIUM COUNCILLORS' REMUNERATION

Report No. HCC2025/5/280 by the Mayor

Mayor Fauono Laban elaborated on the report.

RESOLVED: (Mayor Laban/Cr Yung)

Minute No. C 25505(2)

"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."

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

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

Crs Lewis, Puketapu and Stallinger declared a conflict of interest and took no part in the discussion or voting on the matter relating to their specific conflict.

Mayor Fauono Laban elaborated on the report. He highlighted the following amendments: Deputy Mayor Brown would serve as the Chair of the Chief Executive's Performance Review Subcommittee, with himself as the Deputy Chair; Cr Barratt, Cr Parkin and Cr Ravi would be appointed to the Creative Communities Funding Panel until 31 December 2025; and Cr Mitchell would be appointed to the Wellington Region Waste Forum. He asked for two more councillors to join the Age and Accessibility Subcommittee. He also mentioned that, due to Council's resolution made under item 8 ("Tiaki Wai MetroWater Limited - Approval of Foundation Documents"), recommendations (5) and (6) of the report were withdrawn.

In response to questions from members, the Chief Executive confirmed that officers would report back to Council in early 2026 with recommendations regarding the membership of the District Plan Subcommittee once the national planning reforms and exemption decisions were clearer. She mentioned that the membership of the Te Awa Kairangi / Hutt River Valley Subcommittee would be finalised once Greater Wellington Regional Council had determined its approach. She stated that advertisements for the independent Audit and Risk Subcommittee roles would be published through the Institute of Directors and shared with members once available. She emphasised that officers would also revisit future options for streamlining community funding processes.

Cr Shaw and Cr Puketapu volunteered to serve as additional members of the Age and Accessibility Subcommittee, with Deputy Mayor Brown volunteering to serve as the alternate member.

Cr Edwards and Cr Ravi volunteered to serve on the District Plan Subcommittee if additional members were required.

RESOLVED: (Mayor Laban/Cr Barratt)

Minute No. C 25506(2)

"That Council:

- (1) receives and notes the information;*
- (2) approves the appointments of members to committees, subcommittees, community boards, and other bodies, in Appendix 1, attached to the report, along with updates made during the meeting;*
- (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; and*
- (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."*

Cr Stallinger requested that his abstention from voting be recorded against part (3).

Cr Lewis requested that her abstention from voting be recorded against part (4).

12. GOVERNANCE ARRANGEMENTS FOR THE 2025-2028 TRIENNIUM

Report No. HCC2025/5/295 by the Head of Democratic Services

The Chief Executive elaborated on the report.

In response to questions from members, the Head of Democratic Services agreed to ensure that all terms of reference for the standing committees include the delegation allowing a committee to exercise the responsibilities of another committee when a decision was required before the next scheduled meeting.

In response to a question from a member, the Chief Executive stated that officers would review the frequency of the Major Projects Steering Group's meetings to ensure consistency.

Cr Parkin proposed that the Age and Accessibility Subcommittee area of focus should be stated as follows: "Provide input into the development and review of Council's policies, bylaws, strategies and plans relating to accessibility, including disabled people and older residents. Considering subjects including, but not limited to, transport, public spaces, housing, digital access, emergency management and community facilities."

The Chief Executive noted that this revision would aim to include a wider focus on accessibility, particularly for older people and residents with disabilities.

The Mayor noted the suggestion to undertake a mid-triennium review of the committee structure.

RESOLVED: (Mayor Laban/Cr Yung)

Minute No. C 25507(2)

"That Council:

- (1) receives and notes the report;*
- (2) adopts the terms of reference and delegations of Hutt City Council 2025-2028, attached as Appendix 1 to the report, along with updates made during the meeting; and*
- (3) delegates to the Mayor, Deputy Mayor, and Chief Executive the authority to approve any editorial changes or changes arising from decisions at this meeting to the Terms of Reference and Delegations document, prior to publication."*

13. INTERIM DELEGATIONS TO COMMUNITY BOARDS FOR 2025-2026

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

The Head of Democratic Services elaborated on the report.

RESOLVED: (Mayor Laban/Cr Stallinger)

Minute No. C 25508(2)

"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."*

14. PROPOSED MEETING SCHEDULE FOR 2026

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

The Senior Democracy Advisor elaborated on the report.

In response to questions from members, the Senior Democracy Advisor advised that officers would adjust the 2026 meeting calendar to move a Standing Committee meeting to the following week and reissue the updated schedule.

The Chief Executive agreed to explore options for holding Age and Accessibility Subcommittee meetings at accessible community venues. She also agreed to review the committee meeting schedule after one year and report back to Council within the agreed review period.

RESOLVED: (Mayor Laban/Cr Tonga-Grant)

Minute No. C 25509(2)

"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, noting that Policy and Performance Committee meetings will be held on a separate day starting at 9.30am;*
- (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 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."*

15. APPOINTMENT AND REMUNERATION OF DIRECTORS POLICY

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

The Chief Legal Officer elaborated on the report.

The Chief Executive stated that the Appointment and Remuneration of Directors Policy (the policy) required a review every three years. She mentioned that any future market comparisons or adjustments would occur when the next set of terms was due for renewal, in accordance with the policy.

RESOLVED: (Mayor Laban/Cr Mitchell)

Minute No. C 25510(2)

"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 shown with tracked revisions."*

16. ELECTED MEMBER SUPPORT POLICY

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

The Head of Democratic Services elaborated on the report.

In response to a question from a member, the Head of Democratic Services advised that she would report back on whether the home security allowance was applicable solely to elected members residing within the Council area.

RESOLVED: (Mayor Laban/Cr Barratt)

Minute No. C 25511(2)

"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."*

17. QUESTIONS

There were no questions.

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 journey</i>
Te ngākau, te tinana, te wairua i	<i>Oh Rongo, raise these words up high</i>
te ara takatū	<i>so that we be cleansed and be free,</i>
Koia rā e Rongo whakairihia ake	<i>Yes indeed, we are free!</i>
ki runga	<i>Good and peaceful</i>
Kia wātea, kia wātea!	
Ae rā, kua wātea!	
Hau, pai mārire.	

There being no further business, the Chair declared the meeting closed at 3.38pm.

K Laban
MAYOR FAUONO

CONFIRMED as a true and correct record
Dated this 16th day of December 2025

Mayoral Statement First Ordinary Council Meeting – New Triennium

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

Today's greetings reflect the diversity of our elected members around the table.

In 1941 our first city council was made up entirely of men. Today we sit as a diverse council with women, men and Māori representation at the table. It shows how far our city has come and the inclusive path we continue to walk.

Thank you to everyone who supported our inauguration a few weeks ago. It was a meaningful occasion and a reminder of the responsibility we carry on behalf of our community.

Last week our councillors met for a two-day hui to set our intentions for the term. It was a constructive start. We centred our work on the values of Rangatira, Manaaki, Kaitiaki and Whānau. These speak to steady leadership, care for our people, responsibility for future generations, and the relationships that hold our city together.

These values will guide how we work with one another and how we serve our residents. They ask us to prepare well, listen carefully, stay open minded, and carry out our duties with humility. I am encouraged by the approach our team brought to that hui.

We also talked about our shared vision for the city. A place where people feel proud to live, where our environment is protected, and where young people can see a strong future for themselves. Partnership with mana whenua will continue to guide our decisions and keep us focused on outcomes that reflect our whakapapa and our community.

This month brought good news for Te Ngaengae Pool and Fitness. The centre received its second national award for sustainability and community benefit. It is New Zealand's first Green Star 5 rated aquatic facility. This achievement reflects the hard work of many people and shows what can be delivered through clear planning and collaboration.

I also acknowledge the success of our local sports teams. Ulalei Wainuiomata Netball for their Championship title. Randwick Rugby League for winning the Premier Men's title for 2025. And Hutt Old Boys Marist for taking out the 2025 Jubilee Cup. These results highlight the strength, discipline and pride that exist across our city.

I want to take this opportunity to recognise the passing of the following valued community members

Ray Su'a

Ricky Tauri

As we begin this triennium I want to restate my commitment to teamwork, transparency and getting the basics right. Residents want a council that listens and delivers. They want practical action and value for money. That has been my focus from the outset.

Collectively, we have spent our lives bringing people together in the community, and across the region. Real progress comes from working as a team. We will unite people around clear priorities and lead a council that puts our residents first.

To my councillor colleagues, thank you for the way you have approached these early weeks. We have important work ahead, but we have started well, with shared values and a commitment to serve.

Together we can build a city where every family has the opportunity to thrive. A city grounded in unity, partnership and local pride.

Ngā mihi nui.

Heather Blissett

TIAKI WAI METROWATER LIMITED - APPROVAL OF FOUNDATION DOCUMENTS

Report No. HCC2025/5/291 by the Strategic Advisor 43 is being discussed at tomorrow's Hutt City Council meeting at 2pm.

Ko au te awa, ko te awa ko au.

1.

Page 45 (15b) to pass only 66.6% votes required. Reduced from unanimous. (That means only 3 of 7 have to accept. That could be your two big players which are Wellington (3 votes) and Hutt (2 votes) then they only need one alliance such as GWRC (1 vote). Seven Initial Partner Committee Representatives:

See Page 105

1 vote. Greater Wellington Regional Council

2 votes Hutt City Council

1 vote. Porirua City Council

1 vote. Taranaki Whānui ki Te Upoko o Te Ika

1 vote. Te Rūnanga O Toa Rangatira

1 vote. Upper Hutt City Council

3 votes Wellington City Council.

Concern is that Upper Hutt also risks being the oppressed voice in the partnership.

2.

Page 46(15e) the review of Tiaki Wai has been changed from 4 years to 5. Yet the maximum term a director can serve is 4 years (they can be reappointed for a maximum of 3 terms under 12.7 Terms of Appointment)

Reviews need to be within a shorter time frame initially at least and the term a director serves needs to align with the review for accountability purposes otherwise they can jump ship a year before the first review.

3.

3(b) states

(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. **This in itself is a concern. Welcome to the world of citizenship in**

Heather Blissett

4..

That's nice that on page 105 47.3 that they will have 4 years to establish a climate mitigation and adaption change to inform the 2030-2040 Water Services Strategy. They get 4 years to prepare something so simple yet we are being forced to complete within a year.

5.

Finally my over riding concerns skimming the final pages. Will all reference to environmental and Te Tiriti protections become null and void with the Regulatory Standards Bill and Fast tracking and the ability to make decisions with only a 66.6% vote requirement.

Please provide assurance that these protections will be paramount in all decision making realating to Tiaki Wai..

Growth!! How long do you think you can keep trying to fill the bucket with a hole in it?

Where is the cap?

We are flushing our toilets with expensively treated water

We are becoming co-dependent. We need to become more resilient.

Resilience is not building more lakes and exhausting the water sources to the point of total dehydration.

You and I are water.

Replace with Post Growth and improve what we currently have,

Include hydrolic Neutrality, permeable whenua, Environmental Protection and Sustainability.

We should all be harvesting water.

Incentivise using less water. (the proposal states that if you live within 50 metres of a connection then you pay half the water even if not connected – incentivise those using nothing or less)

Memorandum

To:	Mayor and Councillors
Date:	19 November 2025
From:	Sarah Gardner Water Services Transition Manager
Subject:	Amendments to the version of the Partners' Agreement Circulated for 20 November Council meeting

Kia ora koutou

The version of the Partners' Agreement for Shareholders of Tiaki Wai Metro Water circulated in the "Tiaki Wai MetroWater Ltd – Approval of Foundation Documents" report for tomorrow's Council meeting, has since been amended. This has occurred because Hutt City Council is the first Council to consider the Partners' Agreement, and refinements have been made to the document between papers coming to you, and today.

In the event, that further minor amendments are required, recommendation 3 of your Paper includes a provision for minor amendments to be agreed, by delegation, to the Mayor and Chief Executive.

The changes made can be located on the following pages of the Partners Agreement that are provided for your reference.

Updated recommendations to the report

To ensure that the confirmation of Mana Whenua representatives, and delegations to the Partners' Committee are supported by a Council decision, additions and amendments to the recommendations in your paper are as follows:

5) Delegates to the Council representative on the Partners Committee, the power to confirm the Representatives and Alternates, and any replacements, nominated by the Mana Whenua Partners to the Partners Committee (section 6.3 of the Partners Agreement)

6) (formerly 5 in your paper)

Delegates to the Partners Committee the power to make the decisions stated in Section 2 of Schedule 3 to the Partners Agreement (Attachment 2).

Amendments to Partners' Agreement

Mana Whenua Partners – (Pages 84–85 of the Agenda, Clause 6.3)

To clarify the process for confirming Mana Whenua partners, Clause 6.3 to clarify the intent, now reads:

and the Shareholders shall each confirm the appointment or replacement by Council resolution, or otherwise (including by delegation to their Partners Committee Representative), in accordance with the LGA, and notify the Company of the appointment or replacement.

Guarantee – (Page 86–87 of the Agenda, Clause 8)

The need for this modified clause (clause 8) arises from discussions with the LGFA about the terms on which a guarantee will be required.

The primary reason for the change is to include less specificity as to the terms of the LGFA guarantee in the Partners Agreement, as the financing and guarantee arrangements with LGFA have not yet been finalised.

The provisions now provide that the Councils will support Tiaki Wai to join LGFA, including by providing a *several* guarantee *on terms to be agreed*. Once the guarantee arrangements have been finalised, each Council will of course have a separate opportunity to review and approve the guarantee.

This approach allows the Partners Agreement to be finalised on the required timeframe, while the financing workstream arrangements (including the guarantee) continue to be developed.

We also note that the guarantee review mechanism has been tweaked to provide that the timing of the review of the fixed guarantee allocations of each Council is to coincide with the Councils' receipt of each future draft Water Services Strategy (rather than every two years as previously contemplated).

The amendment reads:

*The Shareholders agree that, at the required or desirable time before Day One, each Shareholder will take all reasonable steps necessary to support the Company to access debt financing from LGFA, including through the provision of a **several** guarantee from each Shareholder on terms acceptable to each of the Shareholders, the Company and LGFA.*

Secretariat for the Partners Committee – (Page 105 of the Agenda, clause 10)

To provide flexibility to rotate the secretariat support, between Shareholder Councils for the Partners Committee, as opposed to requiring rotation, Clause 10 of the Terms of Reference in Schedule 3, now reads:

The secretariat of the Partners Committee ~~will~~ may be provided by the Shareholders on a rotating basis.

Ngā mihi nui,

Sarah Gardner,

Water Services Transition Manager

[Clean version: 19 November 2025]
PRIVATE AND CONFIDENTIAL

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 (including by delegation to their Partners Committee Representative), in accordance with the 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(a) 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 reasonable steps necessary to support the Company to access debt financing from LGFA, including through the provision of a several guarantee from each Shareholder on terms acceptable to each of the Shareholders, the Company and LGFA..
- (c) The Shareholders also acknowledge that the Company may wish 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 that may be required in order to access such financial accommodation.
- (d) The Shareholders agree that the proportionate basis of any guarantee that may be granted by the Shareholders under clauses 8Error! Reference source not found. or 8(c) shall be reviewed:
 - (i) promptly following the time that the Shareholders receive each draft Water Services Strategy in accordance with the LG(WS) Act; and
 - (ii) at any other 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 applicable 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 to 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.

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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 may be provided by the Shareholders on a rotating basis.