

ATTACHMENTS

Ordinary Council Meeting

24 June 2025

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5.1 Local Water Done Well - Hearings and Deliberations on Future Water Services Delivery Model

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Local Water Done Well Consultation Summary results

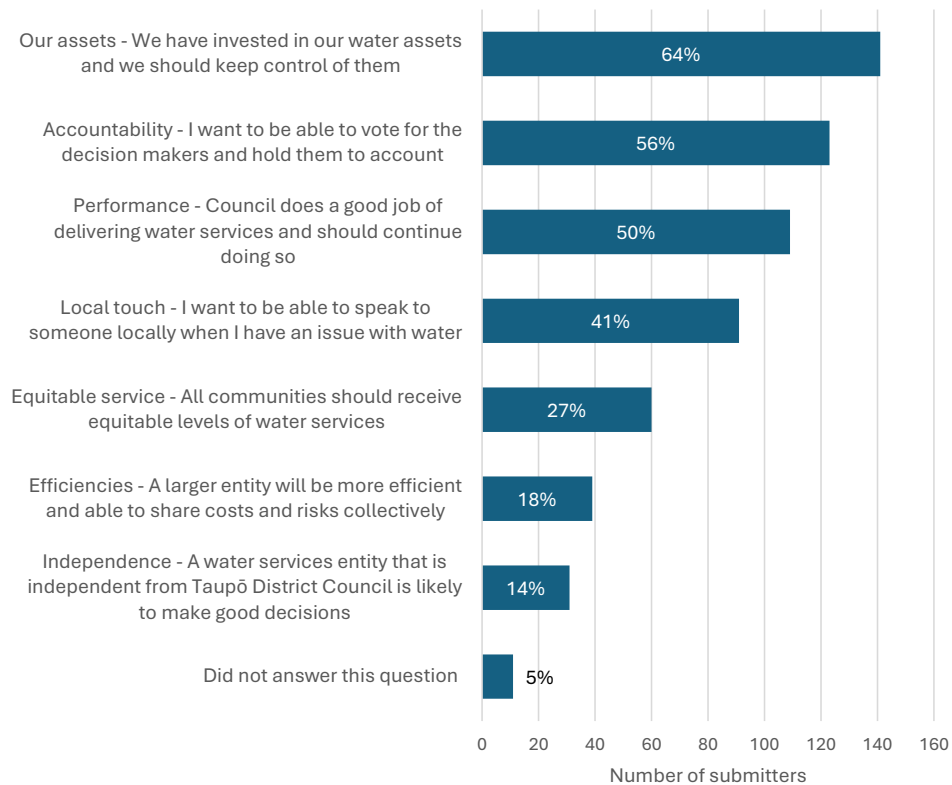
May 2025

Purpose

This document provides the results of the Local Water Done Well consultation questions, and a very short summary of common themes in written comments. It should be read in conjunction with the Full Submissions paper, which includes all responses and written comments.

Question 1: Which of these do you most agree with, or consider to be most important?

Submitters were asked to select up to three from the list.

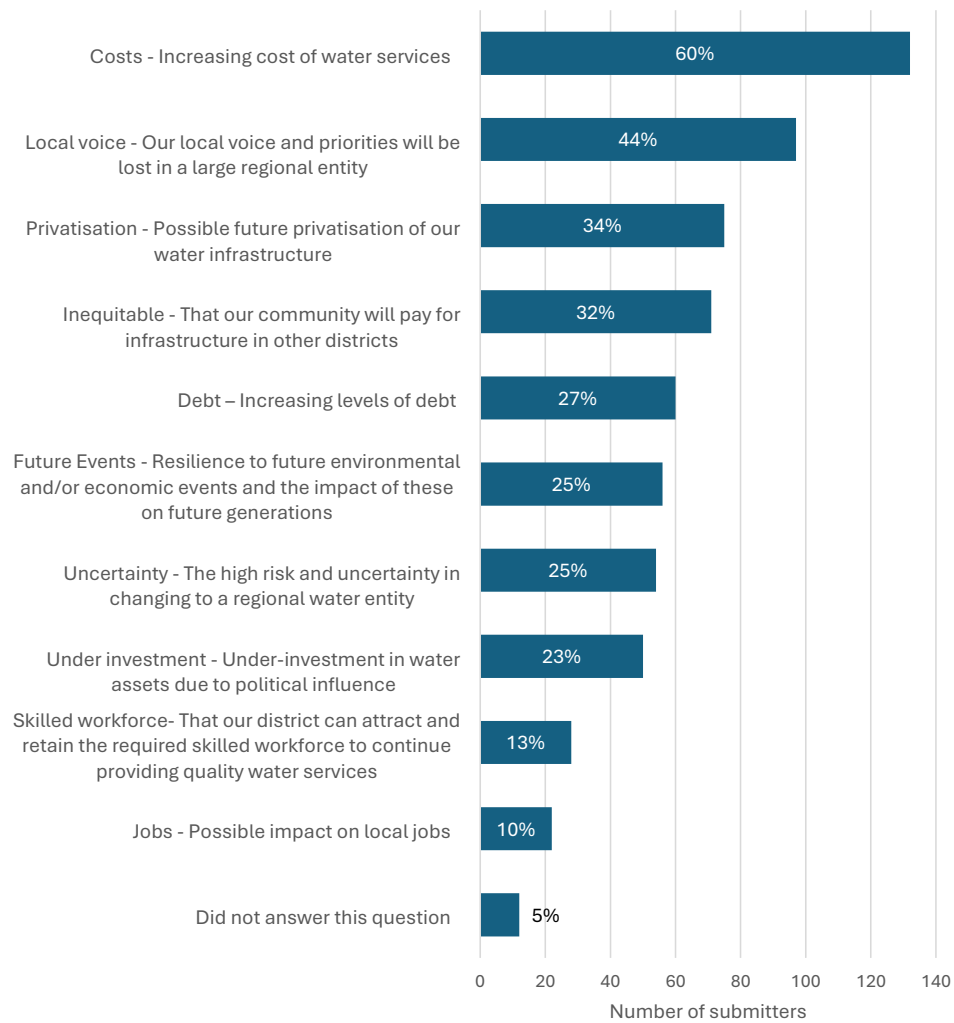


Local Water Done Well Consultation
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Question 2: Which of these are you most concerned about?

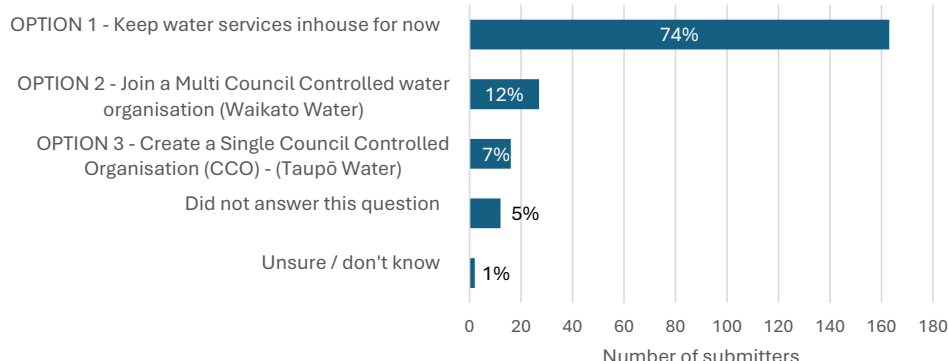
Submitters were asked to select up to three from the list.



**Local Water Done Well Consultation
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Question 3: The option I prefer for future Water Services Delivery is



Short summary of key reasons given by submitters

This is a very short summary of common themes in written comments (and number of submitters). It should be read in conjunction with the Full Submissions paper, which includes all responses and written comments.

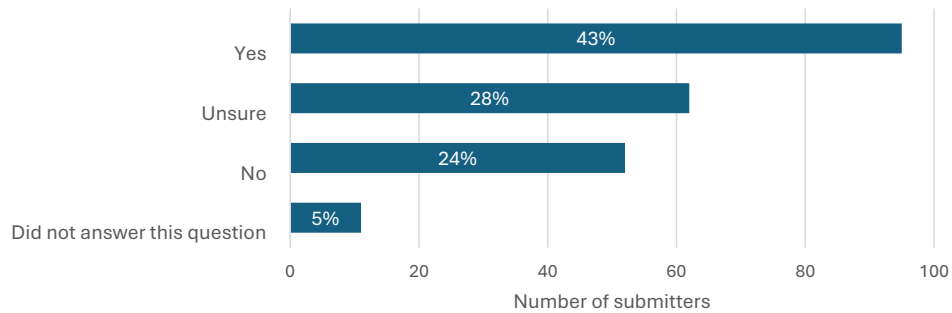
Those who preferred option 1	Those who preferred option 2
<ul style="list-style-type: none">• Keep local control (10)• Council does a good job (6)• Democratic accountability to ratepayers (7)<ul style="list-style-type: none">○ CCOs are less accountable• Work closely with iwi (7)• Don't charge for water use (6)• Will end up paying for other districts (6)<ul style="list-style-type: none">○ Should not partner with others who are in worse shape.• Don't believe there will be scale efficiencies (5)<ul style="list-style-type: none">○ More bureaucracy• Charge for water use (4)• Require / encourage rainwater capture (4)• We are too far away from the rest of Waikato (3)• No race-based preferential involvement in the provision of water (3)• Will lose our voice to bigger councils (3)• No mention of Te Tiriti o Waitangi or where Iwi sit in this (2)• Why are costs increasing so much when most of the upgrade investment has been done? (2)	<ul style="list-style-type: none">• Improved management / performance (6)<ul style="list-style-type: none">○ Too many wastewater leaks into our pristine lake currently○ We have poor services currently○ Need to keep oily road run-off out of the lake.○ Not enough enforcement of summer water restrictions.• Better decision-making (5)<ul style="list-style-type: none">○ High rates increases currently○ Better cost management / reduce rates○ Better investment• Charge for water use (2)• Increased knowledge and expertise from larger independent company. (2)
Those who preferred option 3	<ul style="list-style-type: none">• Better decision making<ul style="list-style-type: none">○ less populist / political decisions○ financial focused decisions• Council is untrustworthy, incompetent, and wasteful• Keep local ownership and control• No race-based preferential involvement in the provision of water

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Question 4: As part of Option One (keep water services inhouse), do you support Council becoming a limited shareholder of Waikato Water, solely for the purpose of procuring shared services, and only if the negotiated benefits outweigh the cost of shareholding?



Short summary of common reasons given by submitters

This is a very short summary of common themes in written comments (and number of submitters). It should be read in conjunction with the Full Submissions paper, which includes all responses and written comments.

Those who said yes	Those who said no
<ul style="list-style-type: none"> • Efficiencies (12) • Keep options open (10) • If benefits outweigh costs (7) • Keep local ownership (6) • If not joining fully, this is an option (4) • Wait and see before locking in (2) 	<ul style="list-style-type: none"> • Too risky (4) <ul style="list-style-type: none"> ◦ Costs will blow out ◦ Financial burden ◦ Giving up control ◦ Don't believe the suggested savings • Will end up paying for other districts (4) • Council is doing a good job (3) • Increasing bureaucracy (3) • Keep democratic accountability to ratepayers (3) • Council is untrustworthy, incompetent, and wasteful (2) • Not shared services, but maybe shared procurement / Work together without shareholding (2)

Local Water Done Well Consultation Full submissions

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Submitter Number: 1**Full Name:** Michael Skiffington**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Inequitable - That our community will pay for infrastructure in other districts
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Uncertainty - The high risk and uncertainty in changing to a regional water entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

No

Please explain your answer**Comments**

Preference is to retain water under council control that is accountable to ratepayers through elected officials.

Due to distance and lack of shared infrastructure I can see no benefit of joining a regional organisation.

Council Controlled Organisation have a tendency to be unaccountable to ratepayers and divert to their agendas which is out of touch with the community, eg Auckland Transport, Wellington Water.

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Submitter Number: 2**Full Name:** laurie downes**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Mangakino, Whakamaru and Ātiamuri

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Inequitable - That our community will pay for infrastructure in other districts
- Local voice - Our local voice and priorities will be lost in a large regional entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

No

Please explain your answer

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Submitter Number: 3**Full Name:** Barry Somers**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Efficiencies - A larger entity will be more efficient and able to share costs and risks collectively
- Equitable service - All communities should receive equitable levels of water services
- Independence - A water services entity that is independent from Taupō District Council is likely to make good decisions

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Debt - Increasing levels of debt
- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 2 - Join a Multi Council Controlled water organisation (Waikato Water)

Limited shareholder of Waikato Water

Yes

Please explain your answer**Comments**

Reticulated water and wastewater are clearly defined assets and can easily divested.

Stormwater is more linked to land management and roading with minimal assets and should remain a TDC administrated asset.

Local Councillors are elected on a 3 year cycle based on being popular. This creates two major risks. If a wayward Council gets elected, has happened elsewhere, the current good shape of the local 3 Waters can be rapidly destroyed placing Taupo in a poor situation. I've worked for Councils where this has happened.

Plus while most Councillors are very good well meaning people, to keep being elected they have to go for what is popular, it is the nature of local government. When there are 20 decisions in front of councillors, the popular issues will dominate their thinking and decision making. With Wastewater, in my lifetime working for

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Local Government, I've yet to see a Councillor elected on the platform of building a world class wastewater scheme, there are no votes in wastewater, so why should they care about wastewater?. Basically due to the range of issues Councillors cover, they are not the most appropriate to provide governance for wastewater or water.

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Submitter Number: 4

Full Name: Annie Sherson

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Privatisation - Possible future privatisation of our water infrastructure

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

No

Please explain your answer

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Submitter Number: 5

Full Name: Greg Sherson

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Privatisation - Possible future privatisation of our water infrastructure
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

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Submitter Number: 6

Full Name: Taupo Resident

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Eastern bays (Hātene, Motutere, Motuoapa, Tauranga-Taupō)

Which of these do you most agree with, or consider to be most important?

- Equitable service - All communities should receive equitable levels of water services
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Debt – Increasing levels of debt
- Jobs - Possible impact on local jobs

Choice of Option

Unsure / don't know

Limited shareholder of Waikato Water

Yes

Please explain your answer

Becoming a shareholder must not create a burden on the community

Comments

The strength of the water team lies in the expertise and dedication of the field staff. There is some concern around whether the senior management team possesses the appropriate industry knowledge and capability to effectively lead this team, or whether a Council-Controlled Organisation (CCO) structure would result in a shake-up of current personnel.

At this stage, there is insufficient information for the community to make a fully informed decision. However, we are clear in our stance that we do not want our assets managed by an organisation that includes poorly performing entities such as Waipa District Council.

Too much funding is currently being diverted into consultation, when it could be better spent on delivering tangible outcomes. Should we choose to remain in-house or move forward with a dedicated CCO, it is essential that local contractors and suppliers are prioritised across all areas of work.

Retaining ownership of our assets is non-negotiable—therefore, Option 2 is not a viable path forward.

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Submitter Number: 7

Full Name: Te Moananui Rameka
Organisation: Waipahihi Marae Trust
Suburb: Not Applicable
Wish to speak to the submission: Yes

Which of these do you most agree with, or consider to be most important?

- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Privatisation - Possible future privatisation of our water infrastructure

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer

need more detail as to opportunities and risk

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From: Te Ra [REDACTED]
Sent: Friday, 2 May 2025 1:59 pm
To: Local Water Done Well
Cc: [REDACTED]
Subject: Ko tō tātou wai, ko tō tātou ao ā mua - our water, our future submission
Attachments: OLS_Local Waters Done Well_35231MODER4.pdf

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Kia ora,

I'm Te Moananui Rameka, hapū representative for Ngāti Hinerau and Ngāti Hineure. Below is our analysis of TDC's three options (<https://www.taupodc.govt.nz/council/consultation/our-water-our-future>):

- **Option 1 – In-House Delivery**
Retains local control and maximises hapū input.
- **Option 2 – Joint Multi-CCO**
Shares services regionally but dilutes the local voice.
- **Option 3 – Taupō Water CCO**
Creates a dedicated entity but adds governance costs.

We endorse **Option 1** for its clear pathway to kaitiakitanga (see attached).

However, as an alternative, we propose **Option 4—Hybrid Model, which combines** in-house ownership with hapū co-governance and shared services to meet our needs and legislative requirements.

Option	Opportunities	Challenges	Risks
1. In-House (review 2027)	<ul style="list-style-type: none"> • Full local control & hapū input • Pilot mātauranga Māori innovations • No transition/lock-in costs 	<ul style="list-style-type: none"> • Systems & skills upgrades for compliance • Higher per-unit costs • Political funding shifts 	<ul style="list-style-type: none"> • Under-investment → failures/fines • Limited transparency/expertise • Uncertainty at 2027 review
2. Join Waikato Water	<ul style="list-style-type: none"> • Access regional capital & expertise • Procurement/staff economies 	<ul style="list-style-type: none"> • Diluted hapū voice • 5-year asset transfer ambiguity 	<ul style="list-style-type: none"> • Reduced local accountability • “One-size-fits-all” ignores Taupō context

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	<ul style="list-style-type: none"> • Seat at regional strategy table 	<ul style="list-style-type: none"> • Slower multi-council consensus 	<ul style="list-style-type: none"> • Unfavourable cost-recovery for small communities
3. Taupō Water CCO	<ul style="list-style-type: none"> • Dedicated entity & budget • 100% local ownership & hapū roles • Clear governance attracts expertise 	<ul style="list-style-type: none"> • Setup & governance overheads • Potential clash with tikanga • Needs a robust accountability framework 	<ul style="list-style-type: none"> • Board drift without kaitiaki safeguards • Revenue/CapEx overruns • Mission-creep into non-core activities
4. Te Mana o Wai (Hybrid)	<ul style="list-style-type: none"> • Equal Council-hapū governance & kaitiaki panel • In-house ownership + shared back-office services • Asset ring-fencing & co-developed renewal plans 	<ul style="list-style-type: none"> • Dual governance complexity • Potential board deadlocks • Clear role definitions are required 	<ul style="list-style-type: none"> • Governance gridlock • Accountability overlaps/duplication • Higher coordination costs

OPTION 4 - Alternative Hybrid Option – “Te Mana o Wai Taupō”

Entity Structure

- A Council-Controlled Organisation co-governed by Taupō District Council and a Hapu Water Board (equal voting rights).
- Board seats: 4 Council appointees, 4 Tauhara hapū appointees, and one independent Chair with water-management expertise.

Key Features

- **A Statutory Kaitiaki Panel** drawn from Ngāti Hinerau, Ngāti Hineure, Tutetawha, Tutemohuta and southern hapu such as Te Kapua o te Rangitā to advise on cultural flows, mahinga kai, and taonga safeguards.
- **The Service Agreement with Waikato Water** (limited shareholder) covers shared back-office services only, with no asset transfer.
- **Asset Ring-fencing:** All core water assets remain on Taupō titles; asset renewal plans co-developed with hapū.
- **Performance Framework** aligned to Local Water Done Well: five-year capital and asset-management plans, annual hapū-council audits, public water quality and compliance dashboard.

Legislative Compliance

- Meets “in-house” criteria under the Act (CCO owned by Council) while embedding hapū co-governance.
- Two-year statutory review clause with hapū-Council joint report and clear triggers for change.

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This hybrid secures hapū control, delivers professional services, shares costs where it makes sense, and fully satisfies central-government requirements.

Nga mihi

T. M. Rameka

Te Moananui | [Taniwha Technology | 2019](#)

Contact Details:



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Submitter Number: 8**Full Name:** Victor borok**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** Yes**Community area**

Tūrangi (including Tokaanu and Tongariro)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Independence - A water services entity that is independent from Taupō District Council is likely to make good decisions
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Privatisation - Possible future privatisation of our water infrastructure
- Uncertainty - The high risk and uncertainty in changing to a regional water entity

Choice of Option

OPTION 3 - Create a Single Council Controlled Organisation (CCO) - (Taupō Water)

Limited shareholder of Waikato Water

No

Please explain your answer

Becauseu they have proved themselves time and time agin to be blantly incompatant and untrustworthy. Their ability to do what is right and fair for ALL rate payers has been proven time and time again to be the worst thing to happen to the community for years!

Comments

The TDC should NOT be in control of ANY assets within the community as they have proven to be untrustworth and increase rates etc above and beyond what they promised to the community. They spend OUR money as if it is free water!

Local Water Done Well Consultation
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May 2025

Submitter Number: 9**Full Name:** Andrew Bright**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Efficiencies - A larger entity will be more efficient and able to share costs and risks collectively
- Equitable service - All communities should receive equitable levels of water services
- Independence - A water services entity that is independent from Taupō District Council is likely to make good decisions

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Debt – Increasing levels of debt
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 2 - Join a Multi Council Controlled water organisation (Waikato Water)

Limited shareholder of Waikato Water

No

Please explain your answer

Option One should not be considered

Comments

We should join the Waikato Water to ensure the entire region benefit from the increased knowledge and expertise that can only come from an expanded and independent company that is solely focused on 3 Waters delivery and maintenance.

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 10**Full Name:** Andy Bloomer**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Inequitable - That our community will pay for infrastructure in other districts
- Privatisation - Possible future privatisation of our water infrastructure
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

As stated, if there are efficiencies for some supplies or services, then it would be advantageous.

Comments

I think that Taupo DC currently does very well with our services, including the infrastructure that underpins them. Being a relatively new town, we do not have the issues of century old underground services that some cities have. We are possibly fortunate in having a significant proportion of holiday homes, so potentially relatively high rating base per population. We also do not seem to have been too much influenced by the demand for reduced rates, that some communities seem to be be-devilled by. As the system works well, it is best to stick with the basis of it and add the increased demands for various services, monitoring or whatever, as they arise. I think that water charging should come in. Water is a valuable resource and if we do not see the cost of it we can under-value it. Having a base "free" quantity (of course actually paid for by general rates) then per cubic metre charges for use over that, on a quarterly basis, say, may be an equitable way of doing it.

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 11**Full Name:** William McLean**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Inequitable - That our community will pay for infrastructure in other districts
- Local voice - Our local voice and priorities will be lost in a large regional entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer

Id need more information

Comments

i believe we have good water inforstructure and a good source of quality water . We are in an ideal position to retain ownership and control of water to keep costs down . Any new developments should contibute by way of a proportionate value of the infostructure in place in order to benefit.

Local Water Done Well Consultation
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May 2025

Submitter Number: 12**Full Name:** Murray Kinred**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Debt – Increasing levels of debt
- Uncertainty - The high risk and uncertainty in changing to a regional water entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

it makes sense not to put all your eggs in one basket. By becoming a limited shareholder in Waikato Water there is an opportunity to join at a later date if need be or when things have settled down and some sense of how things are become clearer.

Comments

Keep our options open.

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 13**Full Name:** Russel Tarrant**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Equitable service - All communities should receive equitable levels of water services
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Debt - Increasing levels of debt
- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Inequitable - That our community will pay for infrastructure in other districts
- Jobs - Possible impact on local jobs
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Privatisation - Possible future privatisation of our water infrastructure
- Uncertainty - The high risk and uncertainty in changing to a regional water entity
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

Yes providing TDC retains sole ownership of our the water and water services.

Comments

For the community as a whole, I feel it is important for current and future generations that the water itself and all water services remain under ownership of the community, Taupo District Council.

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 14**Full Name:** Shona Standen**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Equitable service - All communities should receive equitable levels of water services
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Jobs - Possible impact on local jobs
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Skilled workforce- That our district can attract and retain the required skilled workforce to continue providing quality water services

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 15

Full Name: Dot Hare

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Jobs - Possible impact on local jobs
- Skilled workforce- That our district can attract and retain the required skilled workforce to continue providing quality water services

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 16

Full Name: Sheree Putt

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Out of district

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Independence - A water services entity that is independent from Taupō District Council is likely to make good decisions

Which of these are you most concerned about?

- Costs - Increasing cost of water services

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

Comments

no

Local Water Done Well Consultation
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May 2025

Submitter Number: 17**Full Name:** Sarah Vaz**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Tūrangi (including Tokaanu and Tongariro)

Which of these do you most agree with, or consider to be most important?

- Equitable service - All communities should receive equitable levels of water services
- Independence - A water services entity that is independent from Taupō District Council is likely to make good decisions
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Uncertainty - The high risk and uncertainty in changing to a regional water entity
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer**Comments**

The current financial modeling for the Waikato Water appears overly optimistic and unrealistic. Although I do support seeking efficiencies through shared services and keeping the option open for a CCO option going forward.

Adding bureaucracy for another entity will always add cost

I highly value independence and professionalism of directors rather than being at the behest of political whims but hope that the controls through legislation in regards to sustainability should be sufficient within the inhouse option to limit the influence of incompetent popularity driven politics and decisions.

The higher debt profile of the Inhouse option is not concerning given the long life of the associated assets.

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 18**Full Name:** Rachael Wood**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Privatisation - Possible future privatisation of our water infrastructure
- Uncertainty - The high risk and uncertainty in changing to a regional water entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

No

Please explain your answer

Potential future issues and changes that drain taupo reasources

Local Water Done Well Consultation
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May 2025

Submitter Number: 19**Full Name:** Shona Bleakley**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Equitable service - All communities should receive equitable levels of water services
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Inequitable - That our community will pay for infrastructure in other districts
- Uncertainty - The high risk and uncertainty in changing to a regional water entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer**The conditions of procuring shared services only if the benefits outweigh the costs make this a viable option.****Comments**

Taupo is geographically unique, we are not naturally a part of any other area. Our water is administered well now by TDC, why should we give up this to be influenced by an area that has not maintained their water as well? Option 3 increases bureaucracy. Water metering is likely to be a contentious issue but it is going to come in whatever option we choose; research has shown that metering prompts people to conserve water and to do something about leaks.

Local Water Done Well Consultation
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May 2025

Submitter Number: 20

Full Name: David Moncrieff-Driscoll

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Uncertainty - The high risk and uncertainty in changing to a regional water entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

If it helps Taupo retain control of our water resources.

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 21

Full Name: Denise Eddowes

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Efficiencies - A larger entity will be more efficient and able to share costs and risks collectively
- Equitable service - All communities should receive equitable levels of water services

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Debt – Increasing levels of debt
- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations

Choice of Option

OPTION 2 - Join a Multi Council Controlled water organisation (Waikato Water)

Limited shareholder of Waikato Water

No

Please explain your answer

i dont support option 1

Comments

part of my reasoning for not supporting option 1 is for the wastewater leaks into our pristine lake in the last few years and that TDC have not penalised home owners over summer who flouted water restrictions by continuing to have their automated sprinkler systems operating to enable their grasses to stay green and plants to thrive while residents who complied with restrictions accepted the consequences.

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May 2025

Submitter Number: 22

Full Name: Chanelle Steers

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Out of district

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Equitable service - All communities should receive equitable levels of water services
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Inequitable - That our community will pay for infrastructure in other districts

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

Local Water Done Well Consultation
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Submitter Number: 23**Full Name:** Ross Brown**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Efficiencies - A larger entity will be more efficient and able to share costs and risks collectively
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Local voice - Our local voice and priorities will be lost in a large regional entity

Choice of Option

OPTION 3 - Create a Single Council Controlled Organisation (CCO) - (Taupō Water)

Limited shareholder of Waikato Water

No

Please explain your answer

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Submitter Number: 24**Full Name:** Gerson Parlindungan**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Local voice - Our local voice and priorities will be lost in a large regional entity

Choice of Option

OPTION 3 - Create a Single Council Controlled Organisation (CCO) - (Taupō Water)

Limited shareholder of Waikato Water

Yes

Please explain your answer

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Submitter Number: 25

Full Name: George Green

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Efficiencies - A larger entity will be more efficient and able to share costs and risks collectively
- Equitable service - All communities should receive equitable levels of water services

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Debt – Increasing levels of debt
- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations

Choice of Option

OPTION 2 - Join a Multi Council Controlled water organisation (Waikato Water)

Limited shareholder of Waikato Water

No

Please explain your answer

The option I favour is to join the Multi council controlled organisation.

I am a former Director of Metrowater a former Auckland water CCO .

Water treatment and reticulating is a very capital intensive activity and with the population increases forecast this will give rise to significant capital expenditure. In addition aging pipe systems are prone to leakage with increasing costs of either finding and fixing the leak or accepting an increased wastage of treated water. I do not know if the older wastewater systems in Taupo were combined stormwater and wastewater which were common in the past, but separating these also involves significant capital expenditure.

in my view the better option is to have the capital expenditure in a separate, purpose specific entity rather than on the Council books.

Further such an organisation is likely to be able to raise the required funds more efficiently than the Council.

The Water CCO will need to have predictable and sustainable revenue streams from its customers and the standard for this is metered supply of water.

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In addition, as your statement recognises, procurement of supplies for a larger combined operation is likely to provide access to efficiencies and lower unit costs. With a sole focus on providing water services to customers, both individual residential and organisations those should get a high level of service.

The decision faced is complex but there are examples of Councils successfully moving to specific purpose water operations both in New Zealand and overseas.

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Submitter Number: 26

Full Name: Richard Burne

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Independence - A water services entity that is independent from Taupō District Council is likely to make good decisions
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Inequitable - That our community will pay for infrastructure in other districts
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

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May 2025

Submitter Number: 27**Full Name:** Colin Broekes**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Independence - A water services entity that is independent from Taupō District Council is likely to make good decisions
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Uncertainty - The high risk and uncertainty in changing to a regional water entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

No

Please explain your answer

There will be too much bearauracy if TDC links with Waikato water and the costs for water will increase unnecessarily due to cost of all the management levels that will exist. There's already too many management levels within the Local authority networks. We should be looking for efficencies and keeping costs down not increasing them. Rate payers need a break from all of these increases that have been applied in the last number of years.

Comments

no

Local Water Done Well Consultation
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May 2025

Submitter Number: 28

Full Name: Edward Hutt

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: Not Stated

Stay as close to local control as you can as you do a great job now.

Edde Hutt

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Submitter Number: 29

Full Name: Jim Bowater

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

To whom it may concern,

Because Taupo township and it's water system is so far distance wise from other towns and cities ,it seems ridiculous for us to be included in other water systems. So I vote to keep the status quo

However I do believe to make our system even more efficient, all users should have water meters.The number of current users who blatantly have timers that come on at night and litterly water the footpaths and roads seem to be increasing every summer.

Kind regards, Jim Bowater

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May 2025

Submitter Number: 30**Full Name:** Ray Stone**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** Yes**Which of these do you most agree with, or consider to be most important?**

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Privatisation - Possible future privatisation of our water infrastructure

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer**Comments**

Water, air, and sunlight are essential for all life on our planet. Regardless of one's culture, creed, or religion (including atheist), these three essential life providers are given to us all by nature or our God of choice. They are not for sale or profit. They are the right of every living thing. In the case of Water, costs incurred in storage, treatment, or distribution should be passed on to the end user, but the resource itself is a gift from nature or your God of choice.

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Submitter Number: 31**Full Name:** Ray Upton**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Privatisation - Possible future privatisation of our water infrastructure

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

There must be a number of sensible areas for shared expertise across expensive skills and services to reduce costs. I would recommend the Council review all areas of sharing services where the benefits outway costs. It is important that we retain local control of our assets and how they are used if any shared services were contracted to.

Comments

The current government squashed the 3 Waters concept that was being promoted by the previous government because New Zealanders voted overwhelmingly against any race-based preferential involvement with the provision of water to our communities. We are all equal citizens in this land and Maori have no partnership arrangement with Government or Councils for their involvement or control of water services. Water is the life blood of our country and its people and should be equally available to all without consideration for race based groups!

Local Water Done Well Consultation
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May 2025

Submitter Number: 32**Full Name:** Lindley Craig**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Inequitable - That our community will pay for infrastructure in other districts
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Uncertainty - The high risk and uncertainty in changing to a regional water entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer

Don't have a clear understanding of what this means and the costs/benefits

Comments

I DO NOT WANT MY WATER OWNED BY THE MAORIS and held hostage as if it were some God-given right for them to control all the water in NZ!

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 33

Full Name: Robert Murray

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Efficiencies - A larger entity will be more efficient and able to share costs and risks collectively

Which of these are you most concerned about?

- Costs - Increasing cost of water services

Choice of Option

OPTION 2 - Join a Multi Council Controlled water organisation (Waikato Water)

Limited shareholder of Waikato Water

Yes

Please explain your answer

support the Council becoming a limited shareholder of Waikato Water only if it leads to meaningful cost savings or better service delivery. It makes sense to stay independent but still collaborate when it's in the community's best interest.

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May 2025

Submitter Number: 34

Full Name: Emma Parata

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Efficiencies - A larger entity will be more efficient and able to share costs and risks collectively
- Equitable service - All communities should receive equitable levels of water services

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations

Choice of Option

OPTION 2 - Join a Multi Council Controlled water organisation (Waikato Water)

Limited shareholder of Waikato Water

Unsure

Please explain your answer

i dont understand the question fully

Comments

Everyone understands how important it is to invest and maintain water assets. We truly need every cent carefully accounted for, for people struggling to keep up with all cost increases

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 35

Full Name: Chad Keir

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Debt – Increasing levels of debt
- Inequitable - That our community will pay for infrastructure in other districts
- Jobs - Possible impact on local jobs
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Privatisation - Possible future privatisation of our water infrastructure
- Skilled workforce- That our district can attract and retain the required skilled workforce to continue providing quality water services
- Uncertainty - The high risk and uncertainty in changing to a regional water entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer

As suggested, see if there are any benefits without locking us in to anything.

Comments

I support keeping water services in house because: a) often the estimated efficiencies of larger organisations are not realised b) new organisations like to standardise, which often leads to additional and unnecessary costs c) we are geographically out on a limb compared to other waikato councils which are generally grouped within 30-45 minutes of Hamilton resulting in increased travel time/cost for some staff/contractors if we were part of a waikato water group and d) I think Taupo district has spent a lot on new water, wastewater and stormwater infrastructure over the past 20 years and therefore of the belief that the districts water infrastruture is on average in good condition. I would not want to subsidise another councils lack of investment over the past 20 yrs.

**Local Water Done Well Consultation
Full submissions**

May 2025

Submitter Number: 36**Full Name:** Rob Folwell**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Efficiencies - A larger entity will be more efficient and able to share costs and risks collectively

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Skilled workforce- That our district can attract and retain the required skilled workforce to continue providing quality water services
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 2 - Join a Multi Council Controlled water organisation (Waikato Water)

Limited shareholder of Waikato Water

Yes

Please explain your answer

I believe the delivery of water services at Taupō is at high risk if it is not part of the Waikato Water Done Well CCO, and therefore becoming a full shareholder is the most prudent way forward.

Comments

The risks of not being a part of the CCO with Waikato Water Done Well far outweighs the benefits of this activity remaining under local control - and with the Commerce Commission regulator alongside Taumata Arowai, Council will be less and less able to influence the service delivery outcomes.

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 37**Full Name:** John Hutchison**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Inequitable - That our community will pay for infrastructure in other districts
- Local voice - Our local voice and priorities will be lost in a large regional entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 38**Full Name:** Vincent Southee**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Western bays (Omori, Kuratau, Pūkawa, Whareroa)

Which of these do you most agree with, or consider to be most important?

- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Privatisation - Possible future privatisation of our water infrastructure
- Uncertainty - The high risk and uncertainty in changing to a regional water entity
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

Tis ensures the best negotiated purchase power, hopefully benefitting Taupo by bigger a buying group

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 39**Full Name:** WARWICK BRINGANS**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Debt – Increasing levels of debt
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Uncertainty - The high risk and uncertainty in changing to a regional water entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

No

Please explain your answer

Taupo Council has consistently managed and maintained the water and wastewater services of the local region. Some twelve or so years ago it invested \$30 million in a new, state-of-the-art, freshwater treatment plant on Lake Terrace. Keeping the management locally controlled means the upgrading of pipelines and facilities can be continued as required and necessary. Taupo is fortunate to sit on the shores of the largest freshwater lake in the Southern Hemisphere. Taupo Regional Council must be held accountable to the ratepayers and maintain responsibility and authority for the protection of these waters.

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 40**Full Name:** Christine Robb**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Equitable service - All communities should receive equitable levels of water services
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Privatisation - Possible future privatisation of our water infrastructure

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

No

Please explain your answer

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 41**Full Name:** Denis Greenslade**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Tūrangi (including Tokaanu and Tongariro)

Which of these do you most agree with, or consider to be most important?

- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Privatisation - Possible future privatisation of our water infrastructure
- Uncertainty - The high risk and uncertainty in changing to a regional water entity
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

As long as the cost and the benefits are clearly outweighed having been assessed by staff on a previously agreed criteria.

Comments

no to privatisation

no to joining with others

yes to keep doing what you do because you do it very well

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 42**Full Name:** Rachel Canning**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Wairākei, Broadlands, River Road and surrounding rural area

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Equitable service - All communities should receive equitable levels of water services
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Local voice - Our local voice and priorities will be lost in a large regional entity
- Privatisation - Possible future privatisation of our water infrastructure
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 43**Full Name:** Sheryl Helliwell**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Skilled workforce- That our district can attract and retain the required skilled workforce to continue providing quality water services

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer

Waikato Water charge a lot of fees and high prices for Water.

Would our rates reduce if Taupo Council partnered with Waikato Water?

Comments

Would water rates removed from current rating system, especially if Waikato Water partner.

8% already too much of a rise for next year, then water on top. Think of residence and election year

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 44**Full Name:** Richard Bax**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Efficiencies - A larger entity will be more efficient and able to share costs and risks collectively
- Equitable service - All communities should receive equitable levels of water services
- Independence - A water services entity that is independent from Taupō District Council is likely to make good decisions

Which of these are you most concerned about?

- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Skilled workforce- That our district can attract and retain the required skilled workforce to continue providing quality water services
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 2 - Join a Multi Council Controlled water organisation (Waikato Water)

Limited shareholder of Waikato Water

Unsure

Please explain your answer

i support option 2

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 45

Full Name: Lisa Hawkins

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Western bays (Omori, Kuratau, Pūkawa, Whareroa)

Which of these do you most agree with, or consider to be most important?

- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Debt – Increasing levels of debt
- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 46**Full Name:** John Dunn**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Mangakino, Whakamaru and Ātiamuri

Which of these do you most agree with, or consider to be most important?

- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Privatisation - Possible future privatisation of our water infrastructure

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 47

Full Name: Robyn Dunn

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Mangakino, Whakamaru and Ātiamuri

Which of these do you most agree with, or consider to be most important?

- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Local voice - Our local voice and priorities will be lost in a large regional entity
- Privatisation - Possible future privatisation of our water infrastructure
- Uncertainty - The high risk and uncertainty in changing to a regional water entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 48**Full Name:** Paul Henson**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Equitable service - All communities should receive equitable levels of water services
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Debt – Increasing levels of debt
- Local voice - Our local voice and priorities will be lost in a large regional entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

aadvanages must outweigh disadvantages.

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 49**Full Name:** Stephen Fletcher**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Efficiencies - A larger entity will be more efficient and able to share costs and risks collectively
- Equitable service - All communities should receive equitable levels of water services
- Independence - A water services entity that is independent from Taupō District Council is likely to make good decisions

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Debt - Increasing levels of debt
- Privatisation - Possible future privatisation of our water infrastructure

Choice of Option

OPTION 2 - Join a Multi Council Controlled water organisation (Waikato Water)

Limited shareholder of Waikato Water

Yes

Please explain your answer

My preferred option is Option 2, joining Waikato Water. If that is not done then I would support becoming a limited shareholder instead.

Comments

All options will retain a local workforce but option2 will allow significant cost savings while allowing for a more fully skilled pool to service the Waikato awa. Also, I note the wording of the option tickboxes is skewed to reinforce Option 1, which is not the best option.

An enlarged organisation looking after water and managing associated infrastructure in the Waikato or enlarged region would be more likely to build safeguards to adequately look after the assets, reducing, for instance, the likelihood of sewage discharge into the lake or rivers.

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 50**Full Name:** Corinne Stilwell**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Western bays (Omori, Kuratau, Pūkawa, Whareroa)

Which of these do you most agree with, or consider to be most important?

- Equitable service - All communities should receive equitable levels of water services
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Inequitable - That our community will pay for infrastructure in other districts
- Jobs - Possible impact on local jobs
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Skilled workforce- That our district can attract and retain the required skilled workforce to continue providing quality water services
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 51**Full Name:** Deborah Goddard**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Wairākei, Broadlands, River Road and surrounding rural area

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?**Choice of Option**

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

No

Please explain your answer

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 52

Full Name: Mandie Brown

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Western bays (Omori, Kuratau, Pūkawa, Whareroa)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Inequitable - That our community will pay for infrastructure in other districts
- Privatisation - Possible future privatisation of our water infrastructure

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 53

Full Name: Wendy Gatley

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Efficiencies - A larger entity will be more efficient and able to share costs and risks collectively
- Equitable service - All communities should receive equitable levels of water services

Which of these are you most concerned about?

- Debt – Increasing levels of debt
- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 2 - Join a Multi Council Controlled water organisation (Waikato Water)

Limited shareholder of Waikato Water

Yes

Please explain your answer

Comments

water needs to be monitored and charged by house/premise. It is far more equitable to ensure short term rentals are paying their fair share.

we need to stop oil flowing off the road in rainy ewrather into the lake. Either put roads further away or giltervthe water. The oul slicks after rain are disgusting.

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 54**Full Name:** Heemi Biddle**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Turangi (including Tokaanu and Tongariro)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Equitable service - All communities should receive equitable levels of water services
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Inequitable - That our community will pay for infrastructure in other districts
- Privatisation - Possible future privatisation of our water infrastructure

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer**Comments**

Work closely with iwi

Keep local control

**Local Water Done Well Consultation
Full submissions**

May 2025

Submitter Number: 55**Full Name:** Cornelia Dempsey**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Tūrangi (including Tokaanu and Tongariro)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Inequitable - That our community will pay for infrastructure in other districts
- Local voice - Our local voice and priorities will be lost in a large regional entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer

Unclear of Iwi/Mana whenua position and their role in the assessment process. If they are at the table and agree that the benefits out weigh the cost then yes.

Comments

Need to work more proactively with Iwi/Mana whenua to co-design and implement options. Communities should be informed on Council / Iwi/Mana Whenua collective views to help inform our individual submissions.

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 56

Full Name: Laura Strong

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Tūrangi (including Tokaanu and Tongariro)

Which of these do you most agree with, or consider to be most important?

- Efficiencies - A larger entity will be more efficient and able to share costs and risks collectively
- Equitable service - All communities should receive equitable levels of water services
- Local touch - I want to be able to speak to someone locally when I have an issue with water

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Jobs - Possible impact on local jobs

Choice of Option

OPTION 2 - Join a Multi Council Controlled water organisation (Waikato Water)

Limited shareholder of Waikato Water

Unsure

Please explain your answer

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 57**Full Name:** Evan Jenson**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** Yes**Community area**

Tūrangi (including Tokaanu and Tongariro)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Equitable service - All communities should receive equitable levels of water services
- Independence - A water services entity that is independent from Taupō District Council is likely to make good decisions
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Jobs - Possible impact on local jobs
- Privatisation - Possible future privatisation of our water infrastructure

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 58**Full Name:** Sue Wright**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Tūrangi (including Tokaanu and Tongariro)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Debt – Increasing levels of debt
- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Inequitable - That our community will pay for infrastructure in other districts
- Jobs - Possible impact on local jobs
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Privatisation - Possible future privatisation of our water infrastructure
- Uncertainty - The high risk and uncertainty in changing to a regional water entity
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

No

Please explain your answer

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 59

Full Name: Lucy McGill

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Tūrangi (including Tokaanu and Tongariro)

Which of these do you most agree with, or consider to be most important?

- Efficiencies - A larger entity will be more efficient and able to share costs and risks collectively
- Equitable service - All communities should receive equitable levels of water services

Which of these are you most concerned about?

- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Jobs - Possible impact on local jobsLocal voice - Our local voice and priorities will be lost in a large regional entity

Choice of Option

OPTION 2 - Join a Multi Council Controlled water organisation (Waikato Water)

Limited shareholder of Waikato Water

Unsure

Please explain your answer

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 60**Full Name:** Ian McCallum**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Tūrangi (including Tokaanu and Tongariro)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Efficiencies - A larger entity will be more efficient and able to share costs and risks collectively
- Equitable service - All communities should receive equitable levels of water services
- Independence - A water services entity that is independent from Taupō District Council is likely to make good decisions
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Debt – Increasing levels of debt
- Local voice - Our local voice and priorities will be lost in a large regional entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer**Comments**

Tūrangi should have total percentage of rates spend in our town, not Taupo.

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 61

Full Name: Paul Walker

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Tūrangi (including Tokaanu and Tongariro)

Which of these do you most agree with, or consider to be most important?

- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

No

Please explain your answer

68

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 62

Full Name: Shayne Doyle

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Tūrangi (including Tokaanu and Tongariro)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account

Which of these are you most concerned about?

- Costs - Increasing cost of water services

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

69

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 63

Full Name: Anonymous Anonymous

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Comments

Nga mihi. First of all, ko wai koe? Kei hea to whakapapa o e whenua? You ar a corporate agent. No different to 'McDonalds' with a NZBN you have no JURISDICTION to conduct commerce or business transactions without mana whenua rangatira consent each and every member by whakapapa tōto.

I OBJECT TO YOUR CORPORATION COLLECTION ILL GAINED FUNDS CALLED RATES AS LEGISTATION IS NO 'TIKANGA'.

"Time in memorial."

"First in time best in law"

I OBJECT to you agents asserting administration over our taonga tuku iho. My authorized jurisdiction 1820 Proclamation of Hongi Hika.

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 64

Full Name: Judy York

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Inequitable - That our community will pay for infrastructure in other districts
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Uncertainty - The high risk and uncertainty in changing to a regional water entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

Taupo Council have been proactive in improving water supply and infrastructure, other councils have not.

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 65

Full Name: Sara White

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Western bays (Omori, Kuratau, Pūkawa, Whareroa)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Equitable service - All communities should receive equitable levels of water services
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Debt – Increasing levels of debt
- Privatisation - Possible future privatisation of our water infrastructure

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

Comments

Consultation an engagement with local iwi should be paramount. Māori have proven guardianship history

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 66

Full Name: Sharon Jensen

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Tūrangi (including Tokaanu and Tongariro)

Which of these do you most agree with, or consider to be most important?

- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Inequitable - That our community will pay for infrastructure in other districts
- Privatisation - Possible future privatisation of our water infrastructure

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 67**Full Name:** Marilyn McCallum**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Tūrangi (including Tokaanu and Tongariro)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Efficiencies - A larger entity will be more efficient and able to share costs and risks collectively
- Equitable service - All communities should receive equitable levels of water services

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Debt – Increasing levels of debt
- Local voice - Our local voice and priorities will be lost in a large regional entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 68**Full Name:** Cathy Doyle**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Tūrangi (including Tokaanu and Tongariro)

Which of these do you most agree with, or consider to be most important?**Which of these are you most concerned about?**

- Costs - Increasing cost of water services
- Privatisation - Possible future privatisation of our water infrastructure

Choice of Option

OPTION 1 - Keep water services inhouse for now

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 69

Full Name: Pat McCluskey

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Tūrangi (including Tokaanu and Tongariro)

Which of these do you most agree with, or consider to be most important?

- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Inequitable - That our community will pay for infrastructure in other districts
- Jobs - Possible impact on local jobs
- Uncertainty - The high risk and uncertainty in changing to a regional water entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

No

Please explain your answer

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 70

Full Name: Anonymous Anonymous

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Limited shareholder of Waikato Water

No

Please explain your answer

Comments

Key issues for me are around local context and local input in any decision making processes

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 71

Full Name: Krysia Nowak

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Tūrangi (including Tokaanu and Tongariro)

Which of these do you most agree with, or consider to be most important?

- Efficiencies - A larger entity will be more efficient and able to share costs and risks collectively

Which of these are you most concerned about?

- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations

Choice of Option

OPTION 2 - Join a Multi Council Controlled water organisation (Waikato Water)

Limited shareholder of Waikato Water

Yes

Please explain your answer

78

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 72**Full Name:** Richard and Barbara Mills**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Uncertainty - The high risk and uncertainty in changing to a regional water entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer

We are unsure what the current situation is.

Comments

If it is currently working for our community then it should remain that way.

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 73**Full Name:** Genevieve Van Eden**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Mangakino, Whakamaru and Ātiamuri

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Debt – Increasing levels of debt

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

No

Please explain your answer

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 74**Full Name:** Ron McPhail**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Inequitable - That our community will pay for infrastructure in other districts
- Local voice - Our local voice and priorities will be lost in a large regional entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 75**Full Name:** Maadi Waikato**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Mangakino, Whakamaru and Ātiamuri

Which of these do you most agree with, or consider to be most important?

- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Debt – Increasing levels of debt
- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 76**Full Name:** Glenys Johnston**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Mangakino, Whakamaru and Ātiamuri

Which of these do you most agree with, or consider to be most important?

- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Inequitable - That our community will pay for infrastructure in other districts
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 77**Full Name:** Brian Hill**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Mangakino, Whakamaru and Ātiamuri

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Independence - A water services entity that is independent from Taupō District Council is likely to make good decisions
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Local voice - Our local voice and priorities will be lost in a large regional entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 78**Full Name:** Rick Cranswick**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Efficiencies - A larger entity will be more efficient and able to share costs and risks collectively
- Equitable service - All communities should receive equitable levels of water services

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Debt – Increasing levels of debt
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 2 - Join a Multi Council Controlled water organisation (Waikato Water)

Limited shareholder of Waikato Water

Yes

Please explain your answer

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 79**Full Name:** Brem Ellingham**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Efficiencies - A larger entity will be more efficient and able to share costs and risks collectively
- Independence - A water services entity that is independent from Taupō District Council is likely to make good decisions

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Debt – Increasing levels of debt

Choice of Option

OPTION 2 - Join a Multi Council Controlled water organisation (Waikato Water)

Limited shareholder of Waikato Water

Yes

Please explain your answer

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 80

Full Name: Richard Baker

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Eastern bays (Hātepe, Motutere, Motuoapa, Tauranga-Taupō)

Which of these do you most agree with, or consider to be most important?

- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

nothing wrong with investing in what you believe in

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 81

Full Name: Susan Parbery

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: Yes

Community area

Tūrangi (including Tokaanu and Tongariro)

Which of these do you most agree with, or consider to be most important?

- Independence - A water services entity that is independent from Taupō District Council is likely to make good decisions

Which of these are you most concerned about?

- Costs - Increasing cost of water services

Choice of Option

OPTION 3 - Create a Single Council Controlled Organisation (CCO) - (Taupō Water)

Limited shareholder of Waikato Water

No

Please explain your answer

After recent displays of absolute contempt and wasteful spending of rate payers money the TDC are absolutely nit to be trusted in any shape or for as they do not have residents welfare and rate payers care in any of their decision making process.

Comments

After recent displays of absolute contempt and wasteful spending of rate payers money the TDC are absolutely nit to be trusted in any shape or for as they do not have residents welfare and rate payers care in any of their decision making process.

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 82**Full Name:** Barbara Insull**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Which of these do you most agree with, or consider to be most important?**

- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Privatisation - Possible future privatisation of our water infrastructure

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

efficiencies of collective decision making in allocating waikato river and lake taupo water.

Comments

My comment. Encourage and educate local residents in

sustainable water use

rainwater collection from rain for each household and how to use it.

information and analysis of water tank use

legislation for mandatory installation of water storage tanks for all new build houses, commercial premises.

These tanks would provide water for outdoor use - cleaning, gardens etc.

I believe that sustainability should be the councils focus.

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 83

Full Name: Pol Yee Liew

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Efficiencies - A larger entity will be more efficient and able to share costs and risks collectively
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Inequitable - That our community will pay for infrastructure in other districts
- Local voice - Our local voice and priorities will be lost in a large regional entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

It may ease our entry into Waikato a couple of years down the road if we are already a shareholder.

Comments

Would be great if water rates continue to part of the council rates we pay and not based on water usage. This is what makes us unique in Taupo too.

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 84**Full Name:** Juvian Cheah**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Efficiencies - A larger entity will be more efficient and able to share costs and risks collectively
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Inequitable - That our community will pay for infrastructure in other districts
- Local voice - Our local voice and priorities will be lost in a large regional entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

It may ease our entry into Waikato Water later.

Comments

Would be great if water rates are charged per status quo and not based on water usage

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 85

Full Name: Dave Charnley

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Eastern bays (Hātepe, Motutere, Motuoapa, Tauranga-Taupō)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Equitable service - All communities should receive equitable levels of water services
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Debt – Increasing levels of debt
- Jobs - Possible impact on local jobs
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

- Demonstrates measured thinking
- some immediate benefits
- spread initial risk while more waiting for more direction from central government.

Comments

support option 1

have a good supply of water as a resource

supports better partnership with tangata whenua and tikanga of wai

in a position to wait and watch

more direction and certainty from central government required before making further move

Being a partial shareholder of Waikato Water is a good move for finance and risk reasons

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 86

Full Name: Courtney Fitness

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Debt – Increasing levels of debt
- Inequitable - That our community will pay for infrastructure in other districts
- Privatisation - Possible future privatisation of our water infrastructure

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer

I dont know what that would mean to be a limited shared holder. I would be worried about any financial contributions or negative effects

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 87**Full Name:** Craig Scott**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Tūrangi (including Tokaanu and Tongariro)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer**Comments**

I would strongly oppose any involvement of race based asset management

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 88**Full Name:** John Crowley**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Which of these do you most agree with, or consider to be most important?**

- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Jobs - Possible impact on local jobs
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

No

Please explain your answer

Taupo has had a very successful water scheme in the thirty plus years I have lived here. Becoming a shareholder in Waikato water simply increases the bureaucracy and potentially diverts attention from where it should be.

Comments

Lets keep the focus and expertise local.

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 89**Full Name:** Carl Bergstrom**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Tūrangi (including Tokaanu and Tongariro)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Efficiencies - A larger entity will be more efficient and able to share costs and risks collectively
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer**Comments**

The District includes a large number of smaller settlements. It is not economically practical to provide the same level of water services to every area - there needs to be a minimum standard but beyond that a level of pragmatism as to what is sustainable. My concern is that the larger the organisation the more likely there is to be a "one-size-fits-all" strategy, resulting in a steep rise in costs - we have already seen this to some extent in recent years with the adoption of a standard water charge across the district to spread the cost of up-grading services in smaller areas across all rate-payers.

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 90**Full Name:** Silvia Mutton**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Efficiencies - A larger entity will be more efficient and able to share costs and risks collectively
- Equitable service - All communities should receive equitable levels of water services

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Inequitable - That our community will pay for infrastructure in other districts
- Privatisation - Possible future privatisation of our water infrastructure
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 2 - Join a Multi Council Controlled water organisation (Waikato Water)

Limited shareholder of Waikato Water

Unsure

Please explain your answer

don't understand enough about this

Comments

I'd prefer to pay per water usage as I don't like paying to keep my neighbours' lawns green over summer. The current model does not reward an environmental approach to water usage and is therefore unsuitable in the long-term.

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 91**Full Name:** Ashlea Gray**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Mangakino, Whakamaru and Ātiamuri

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Inequitable - That our community will pay for infrastructure in other districts
- Local voice - Our local voice and priorities will be lost in a large regional entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

yes depending on how waikato water goes

Comments

Not at the moment

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 92

Full Name: Gerry Williams

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Debt - Increasing levels of debt
- Inequitable - That our community will pay for infrastructure in other districts
- Local voice - Our local voice and priorities will be lost in a large regional entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

As long as we maintain control of our own water assets for the ratepayers.

Comments

We should maintain water services as they are now. The idea of installing water meters throughout the area is very expensive, ludicrous and unnecessary as we all pay for the water perfectly adequately now.

The ratepayers should always have the final say - the council's job is to represent the ratepayers and do as is directed by the ratepayers.

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 93

Full Name: Ian Welch

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Mangakino, Whakamaru and Ātiamuri

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Equitable service - All communities should receive equitable levels of water services

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Debt – Increasing levels of debt

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

No

Please explain your answer

100

**Local Water Done Well Consultation
Full submissions**

May 2025

Submitter Number: 94**Full Name:** Anthony Purvis**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Which of these do you most agree with, or consider to be most important?**

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Efficiencies - A larger entity will be more efficient and able to share costs and risks collectively
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Debt – Increasing levels of debt
- Privatisation - Possible future privatisation of our water infrastructure

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

101

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 95**Full Name:** Neil & Lorraine Chave**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Independence - A water services entity that is independent from Taupō District Council is likely to make good decisions
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Debt – Increasing levels of debt
- Inequitable - That our community will pay for infrastructure in other districts
- Local voice - Our local voice and priorities will be lost in a large regional entity

Choice of Option

OPTION 3 - Create a Single Council Controlled Organisation (CCO) - (Taupō Water)

Limited shareholder of Waikato Water

No

Please explain your answer

Taupo has invested significant ratepayers money in the current water system. Joining with other areas will mean we subsidise their poor level of investment

Comments

A separate CCO needs to be democratically elected organisation without Maori interference.

The previous 3 waters as proposed by labour was disproportionately set up with 50% maori and this was rejected by voters. No doubt the TDC will try this one on again and will be hopefully voted out at the next local body elections

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 96

Full Name: Carol Purvis

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Which of these do you most agree with, or consider to be most important?

- Efficiencies - A larger entity will be more efficient and able to share costs and risks collectively
- Independence - A water services entity that is independent from Taupō District Council is likely to make good decisions
-
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Debt – Increasing levels of debt
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

103

**Local Water Done Well Consultation
Full submissions**

May 2025

Submitter Number: 97**Full Name:** Robert Bleakley**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Which of these do you most agree with, or consider to be most important?**

- Independence - A water services entity that is independent from Taupō District Council is likely to make good decisions
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Debt – Increasing levels of debt
- Local voice - Our local voice and priorities will be lost in a large regional entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

N/a

104

**Local Water Done Well Consultation
Full submissions**

May 2025

Submitter Number: 98**Full Name:** Peter Keeling**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Which of these do you most agree with, or consider to be most important?**

- Efficiencies - A larger entity will be more efficient and able to share costs and risks collectively
- Equitable service - All communities should receive equitable levels of water services
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Privatisation - Possible future privatisation of our water infrastructure
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 2 - Join a Multi Council Controlled water organisation (Waikato Water)

Limited shareholder of Waikato Water

Yes

Please explain your answer**Comments**

At some stage of the process some information on where the state of the Taupo "water systems" are now, where they should be now, where they would be if we were operating under the new goals/standards of the new proposed systems/s would be useful to help make the next stage of decisions.

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 99**Full Name:** Alan Bishop**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Western bays (Omori, Kuratau, Pūkawa, Whareroa)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Inequitable - That our community will pay for infrastructure in other districts
- Privatisation - Possible future privatisation of our water infrastructure

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer

106

**Local Water Done Well Consultation
Full submissions**

May 2025

Submitter Number: 100

Full Name: Jennifer Stillman

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Which of these do you most agree with, or consider to be most important?

- Efficiencies - A larger entity will be more efficient and able to share costs and risks collectively
- Equitable service - All communities should receive equitable levels of water services
- Independence - A water services entity that is independent from Taupō District Council is likely to make good decisions

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Debt – Increasing levels of debt
- Skilled workforce- That our district can attract and retain the required skilled workforce to continue providing quality water services

Choice of Option

OPTION 2 - Join a Multi Council Controlled water organisation (Waikato Water)

Limited shareholder of Waikato Water

Yes

Please explain your answer

Although on balance I prefer Option 2 (joining Waikato Water) I also see benefits in Option 1, and if we end up going with that I think we should hedge our bets by becoming a limited shareholder of Waikato Water. I was annoyed when the Council did not adequately consult, but assumed ratepayers attitudes to the now scrapped Three Waters proposal. I think there is too much self protection in NZ society. We should work towards all communities having the same benefits re water even when, on occasion, that requires resources from the better off communities. Thus, depending on what benefits we are talking about, I am not committed to "only if the negotiated benefits outweigh the cost of shareholding."

Comments

Of course the choices re water services will affect overall rates. It is a worry for long-term residents who established themselves in Taupo when it was a smaller community and a less tourist-focused town that developments are increasing rates hugely at a time when their incomes are decreasing. I had friends from Queenstown who, sadly, at a time when they had expected to enjoy what they had worked for, were forced to relocate because of the rate hikes that came from its rapid development. This could happen here. This is not directly or exclusively a comment about local waters done well, but is simply to signal a general concern about costs to ratepayers. Despite that, I do consider that local Councils should consider societal benefits that go beyond just local self-interest. I would like to complement the Council and a comprehensive and clear explanation of the options and their pros and cons.

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 101

Full Name: Helen Oakes

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Efficiencies - A larger entity will be more efficient and able to share costs and risks collectively
- Equitable service - All communities should receive equitable levels of water services

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Debt – Increasing levels of debt
- Inequitable - That our community will pay for infrastructure in other districts

Choice of Option

OPTION 2 - Join a Multi Council Controlled water organisation (Waikato Water)

Limited shareholder of Waikato Water

Unsure

Please explain your answer

108

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 102

Full Name: Sonia Fletcher

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Efficiencies - A larger entity will be more efficient and able to share costs and risks collectively
- Equitable service - All communities should receive equitable levels of water services
- Independence - A water services entity that is independent from Taupō District Council is likely to make good decisions

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 2 - Join a Multi Council Controlled water organisation (Waikato Water)

Limited shareholder of Waikato Water

Yes

Please explain your answer

Only if Option 2 is not selected this would still provide some of the savings and efficiencies of Option 2 even if not the majority of benefits.

Comments

Going for Option 2 is a no brainer. Not only would it help realise substantial savings and efficiencies, but it may be in-house operation will provide more local input rather than profits going to overseas inefficient conglomerates. The present in-house professional services component is staffed by top-quality people and they will be assured of employment in the new organisation - further, this will allow greater specialisation and investing in the employees making them even more valuable, no doubt a win-win for all. If you believe in our people, believe that the ratepayers deserve their share of efficiencies and economic savings and consistent management of our water resource, you will choose Option 2.

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 103**Full Name:** Chris Hector**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** Yes**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Equitable service - All communities should receive equitable levels of water services
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Inequitable - That our community will pay for infrastructure in other districts
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

There can be significant savings in shared services with other councils so we need to explore options for savings resulting in further investment.

Comments

The team at Taupo District Council have been very proactive in the 3 waters area. The support for this and drive has always been there from the Mayor and Counsellors down to the staff completing the work. There are some very talented and innovative people at the council and the works completed should be commended.

The work started in the Taupo area needs to be carried over the coming years to finalise the status that this council deserves in the water industry. Taupo District Council is a leader not a follower.

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 104**Full Name:** Tracey McCormick**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Which of these do you most agree with, or consider to be most important?**

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Equitable service - All communities should receive equitable levels of water services
- Independence - A water services entity that is independent from Taupō District Council is likely to make good decisions
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Debt - Increasing levels of debt
- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Inequitable - That our community will pay for infrastructure in other districts
- Jobs - Possible impact on local jobs
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Privatisation - Possible future privatisation of our water infrastructure
- Skilled workforce- That our district can attract and retain the required skilled workforce to continue providing quality water services
- Uncertainty - The high risk and uncertainty in changing to a regional water entity
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 3 - Create a Single Council Controlled Organisation (CCO) - (Taupō Water)

Limited shareholder of Waikato Water

No

Please explain your answer

Why?

Comments

no

111

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 105

Full Name: Gary Tolson

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Uncertainty - The high risk and uncertainty in changing to a regional water entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

No

Please explain your answer

An organisation like the proposed Waikato Water do not work when you have such a large variety of urban / rural areas to service. How can anyone say with any certainty that there will be savings in the long term. With the current economic climate you would have a better chance of predicting the weather on a certain day in 10 years time than an economic prediction.

Large organisations are a black hole when it comes to money and I believe there would be NO benefit for TDC to be a part of such an entity.

Comments

The only entity who can look after our water assets the best is TDC. Joining a multi council entity is definitely not the answer. I strongly believe TDC SHOULD NOT EVEN CONSIDER OPTION 2. It is fraught with too many unknowns.

The current economy is still too unstable to try make predictions about costs and savings in 10 years time. I would even go as far as to say 5 year predictions is nothing more than a stab in the dark.

At least with option 1 or 3 TDC can make decisions about what is best for Taupō and not have to worry about other councils. The one point I did not see in all of this is for option 2 not all councils are equal how would councils who bring more to the table have more of a say about what happens to their networks?

My preferred options is Option 1 followed by Option 2 and lastly by a long margin Option 3.

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Local Water Done Well Consultation
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Submitter Number: 106

Full Name: Leanne Karauna

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Mangakino, Whakamaru and Ātiamuri

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Local voice - Our local voice and priorities will be lost in a large regional entity
- Privatisation - Possible future privatisation of our water infrastructure
- Uncertainty - The high risk and uncertainty in changing to a regional water entity

Limited shareholder of Waikato Water

No

Please explain your answer

I do not support Taupō District Council becoming a limited shareholder in Waikato Water. The failures of Wellington Water demonstrate the real risks of outsourcing to shared entities — loss of accountability, reduced service quality, and inability for smaller communities to influence decisions. Becoming a shareholder, even in a limited way, is a slippery slope toward losing control of our water assets and services.

Even though we have Taumata Arowai as the water regulator, this does not replace the need for local democratic control. Once water governance shifts to a shared or regional body, ratepayers lose the ability to hold decision-makers accountable for the delivery and quality of services in their area.

Comments

I am strongly opposed to the proposal to remove water services from direct council control and transfer responsibility to an external entity, such as a Council Controlled Organisation (CCO) or regional water company. I believe this approach reduces local accountability, weakens community voice, and increases risk — as evidenced by Wellington Water.

Case Study: Wellington Water – A Cautionary Example

Wellington Water is a council-owned company tasked with managing water infrastructure across the Greater Wellington region, including South Wairarapa. Over recent years, their performance has revealed serious concerns that highlight the risks of outsourcing local water management:

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- Widespread infrastructure failures: Persistent pipe bursts, sewage overflows, and boil water notices have plagued Wellington and surrounding districts under Wellington Water's management.
- Lack of transparency: Ratepayers have had limited ability to hold decision-makers accountable, with responsibility split between councils and an opaque governance structure.
- Loss of local responsiveness: Smaller districts such as South Wairarapa have expressed frustration at being deprioritised within a larger entity where decisions are driven by regional weighting, not local needs.
- Escalating costs with poor results: Despite increasing investment, service levels have continued to decline, creating community mistrust and dissatisfaction.

This example makes it clear that removing water services from direct local government oversight does not guarantee efficiency or improved outcomes — in fact, it can create further disconnection and dysfunction.

Why Local Council Management Matters

- Local councils remain democratically accountable and directly answerable to their communities.
- Councils are closer to the ground and better positioned to respond to local water issues quickly and effectively.
- We have invested significantly in our own water infrastructure, and we should not lose control of these assets to a larger regional model that may not prioritise our needs.

Conclusion

Given the poor outcomes seen under Wellington Water, I do not support transferring Taupō's water services to an external or regional entity. Instead, I support Option 1: Keep water services inhouse for now, with a focus on enhancing council capability and maintaining public trust. We must learn from Wellington's mistakes — not repeat them.

Response to Proposal for Shareholding in Waikato Water

I do not support Taupō District Council becoming a shareholder in Waikato Water, even for shared services. This would be a step toward losing direct control and accountability for water service delivery. The failures of Wellington Water clearly show the risks of separating water governance from local government oversight — particularly for smaller communities whose priorities may be overlooked. While Taumata Arowai is responsible for regulating water quality and enforcing drinking water standards under the Water Services Act 2021, the legal obligation to comply lies with the water supplier. If services are delivered by an external entity like Waikato Water, they — not Taupō District Council — become legally responsible, removing the direct link between the community and those delivering the service. That accountability must remain with local government — the body our community elects, funds through rates, and expects to act in our best interests.

Councils are closer to communities, democratically accountable, and best placed to manage water safely and sustainably.

Central government must step up with adequate funding to support councils in maintaining and upgrading local infrastructure — not force amalgamation as a shortcut to reform.

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Submitter Number: 107**Full Name:** Joanna Bixley**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Privatisation - Possible future privatisation of our water infrastructure
- Uncertainty - The high risk and uncertainty in changing to a regional water entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

Where possible combining with other entities to procure services is a good idea, while retaining our local water services and assets.

Comments

I support staying with the status quo as we have made huge investment in our water infrastructure recently and I think our water services are good. Reviewing in a few years is also a good idea.

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Submitter Number: 108

Full Name: Gordon Bond

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Mangakino, Whakamaru and Ātiamuri

Which of these do you most agree with, or consider to be most important?

- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Debt – Increasing levels of debt
- Privatisation - Possible future privatisation of our water infrastructure

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

a good idea for the future negotiations

Comments

Clear and informative communications to the rate payers on proposals

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 109

Full Name: Ben Strode-Penny

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Mangakino, Whakamaru and Ātiamuri

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Equitable service - All communities should receive equitable levels of water services
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Privatisation - Possible future privatisation of our water infrastructure
- Skilled workforce- That our district can attract and retain the required skilled workforce to continue providing quality water services
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

If water services and reliability can be improved at lower cost, this option should be pursued.

Comments

I'm against volumetric charging of water. There's currently an ideological push to shift public services to a 'user pays' model. While volumetric charging may suit the ideological biases of some, and open the way for privatisation, and indeed be appropriate in some regions, in the Taupō region household water service costs do not vary significantly with volume. Where economies of scale exist, volumetric charging is inefficient and introduces unnecessary transaction costs. It also means the wealthy end up paying comparatively less for water infrastructure.

I support higher rates and borrowing, for investment and improved maintenance on water infrastructure.

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 110**Full Name:** Michael Martindale**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Equitable service - All communities should receive equitable levels of water services
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Skilled workforce- That our district can attract and retain the required skilled workforce to continue providing quality water services
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer**Comments**

Option 1 will allow council to see how to regional water services entity works. Only problem will be not being able to help shape the entity.

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 111

Full Name: Mark Thomson

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Western bays (Omori, Kuratau, Pūkawa, Whareroa)

Which of these do you most agree with, or consider to be most important?

- Efficiencies - A larger entity will be more efficient and able to share costs and risks collectively
- Equitable service - All communities should receive equitable levels of water services

Which of these are you most concerned about?

- Inequitable - That our community will pay for infrastructure in other districts
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 2 - Join a Multi Council Controlled water organisation (Waikato Water)

Limited shareholder of Waikato Water

Yes

Please explain your answer

Comments

Current level of service is poor therefore i support change. My street isnt connected to the local kuratau wastewater system. I think is appalling we have warer meters we dont use.

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 112**Full Name:** Lexi Piggott**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Mangakino, Whakamaru and Ātiamuri

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Debt – Increasing levels of debt
- Privatisation - Possible future privatisation of our water infrastructure

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 113

Full Name: Ian Read

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Which of these do you most agree with, or consider to be most important?

- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Debt – Increasing levels of debt
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Privatisation - Possible future privatisation of our water infrastructure

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

No

Please explain your answer

TDC has done a good job over many years and should continue to do so under its own aispices.

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 114**Full Name:** Peter Marshall**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Jobs - Possible impact on local jobs
- Privatisation - Possible future privatisation of our water infrastructure

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer**Sounds more efficient****Comments**

I can't understand why all water delivery is not metered and along with a connection charge , you pay for what you use. This would encourage water conservation. eg fix dripping taps, leaks . And promote use of rainwater for lawns and gardens and uses that do not require fluoridation and chlorination.

Please explain rationale for not metering all users. As far as I can see low water users in town are actually subsidising high water users (people with big irrigated gardens and lawns)

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Submitter Number: 115**Full Name:** Clint Dredge**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Which of these do you most agree with, or consider to be most important?**

- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Local voice - Our local voice and priorities will be lost in a large regional entity
- Privatisation - Possible future privatisation of our water infrastructure
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer**Comments**

I am opposed to ever having metered water. Due to the pumice soil we have, watering is essential to keep gardens and for some people lawns growing.

I would rather pay for this through my rates and worrying that I am unable to afford water that I need to use

That is getting harder and harder for people in our community, including myself, to manage financially. A monthly water bill would just add to the strain.

Thanks for the hard work that has been put into this

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**Local Water Done Well Consultation
Full submissions**

May 2025

Submitter Number: 116**Full Name:** Jenny Voss**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Efficiencies - A larger entity will be more efficient and able to share costs and risks collectively
- Equitable service - All communities should receive equitable levels of water services

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Debt – Increasing levels of debt
- Skilled workforce- That our district can attract and retain the required skilled workforce to continue providing quality water services

Choice of Option

OPTION 2 - Join a Multi Council Controlled water organisation (Waikato Water)

Limited shareholder of Waikato Water

No

Please explain your answer

124

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 117**Full Name:** shawn cooper**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Equitable service - All communities should receive equitable levels of water services
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Privatisation - Possible future privatisation of our water infrastructure
- Uncertainty - The high risk and uncertainty in changing to a regional water entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

125

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 118

Full Name: Brian Gowdy

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Which of these do you most agree with, or consider to be most important?

- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Inequitable - That our community will pay for infrastructure in other districts
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

No

Please explain your answer

Keep Local

126

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 119**Full Name:** Janet Heeney**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Privatisation - Possible future privatisation of our water infrastructure

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 120**Full Name:** Allan Heeney**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Uncertainty - The high risk and uncertainty in changing to a regional water entity
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 121**Full Name:** Jenny Strong**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Which of these do you most agree with, or consider to be most important?**

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Local voice - Our local voice and priorities will be lost in a large regional entity
- Uncertainty - The high risk and uncertainty in changing to a regional water entity
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer

pressure could be put on Taupo to pay / contribute more than its fair share.

Comments

Control of water must stay within the control of the people who are paying for it. Water is essential for all living things and the use and distribution of it must be done with the utmost integrity. this is not just any old resource. Thank you for the opportunity to submit on this.

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 122**Full Name:** John Cridge**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Mangakino, Whakamaru and Ātiamuri

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Debt – Increasing levels of debt
- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

No

Please explain your answer

I do not believe that shared services will be of benefit to Taupo but sharing procurement of infrastructure components such as pipes, fittings etc. could be a benefit to the council.

Comments

I believe that there are some additional measures that can be implemented to reduce the demand on the water supplied through the council delivery system and there are measures to minimize the runoff from rainfall.

Water supply

Whilst I realise that as a rural resident our water supply, waste-water disposal and stormwater disposal is totally outside the provisions of the council as natural rainfall provides all our domestic water needs by capturing the rain that falls on the roof of our house and storing it in a 25,000-liter water tank which is then reticulated for our consumption. This water is used for drinking as well as washing and cleaning. Waste sewage is collected by our septic tank and stormwater is dispersed into the substrata by natural soakage. I believe that there are lessons to be learned from the rural community.

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Local Water Done Well Consultation
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There is no reason why a similar system should not be applied to urban properties. When consents are given for urban development, a condition could be that each house is provided with an underground water tank, filter and reticulation pump to service the dwelling. The underground tank could be incorporated within the foundations of the house if the lot is too small for a tank within the grounds. Power for the electrical requirements could be supplied by solar panels on the roof with a backup from the grid when solar is not available. A back-up connection would be incorporated in the system to top-up from the town supply should the tank reach a minimum level to be determined.

Existing properties could be given an incentive to install tanks, reticulation and solar by a reduction in rates over a nominated period.

This system for new properties would reduce the volume of water needed to be reticulated at no cost to the council as it would be included in the design and construction costs of the developer or individual. The system would also reduce the volume of runoff to be treated by the council stormwater system.

Stormwater runoff

With the suggested reduction in runoff from house roofs, attention should be given to minimize runoff from hard surfaces.

When urban development takes place, permeable surfaces are replaced by impervious ones and the very nature of design concentrates runoff to collection points and ultimately to the stormwater reticulation system. Urban planning and design should incorporate semi-pervious surfaces wherever possible, for example in driveways, parking areas and footpaths in recreational areas. Taupo is situated in a free-draining pumice area and this natural phenomenon should be used to our advantage. All new development should be designed to retain a percentage of stormwater within the lot during heavy rain. Soakage into the soil would minimize the volume of water reaching the stormwater system and reduce flooding which occurs now.

It is understood that the measures mentioned above will increase the cost of a new dwelling and the development costs of new subdivisions, but these costs would be part of development costs and not be borne by the council and subsequently the existing rate payers.

The up-front additional costs for new residents and developers could benefit the existing rate payers and eventually benefit those new residents when rate increases are reduced by the reduction of reticulation costs.

Building new all the time is not always the best use of financial resources when there are ways of minimizing the impact through clever design and a semi user pays approach.

Taupo District Council would be seen to champion the "Water Done Well" proposal and may encourage other councils to take proactive steps to reduce the impact of development on council infrastructure.

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 123**Full Name:** Jeffrey Richter**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Inequitable - That our community will pay for infrastructure in other districts
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Privatisation - Possible future privatisation of our water infrastructure
- Uncertainty - The high risk and uncertainty in changing to a regional water entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

Good to keep a toe in the door of Waikato Water to see how competent their management and governance proves to be for the assets they are effectively being given and keep them accountable.

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**Local Water Done Well Consultation
Full submissions**

May 2025

Submitter Number: 124**Full Name:** Ken Kirkbride**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Which of these do you most agree with, or consider to be most important?**

- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Inequitable - That our community will pay for infrastructure in other districts
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Skilled workforce- That our district can attract and retain the required skilled workforce to continue providing quality water services

Choice of Option

OPTION 3 - Create a Single Council Controlled Organisation (CCO) - (Taupō Water)

Limited shareholder of Waikato Water

Unsure

Please explain your answer

Just keep Taupo Council to control our supply and quality of water

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 125**Full Name:** Sinead Archer**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Efficiencies - A larger entity will be more efficient and able to share costs and risks collectively
- Equitable service - All communities should receive equitable levels of water services

Which of these are you most concerned about?

- Costs - Increasing cost of water services

Choice of Option

OPTION 2 - Join a Multi Council Controlled water organisation (Waikato Water)

Limited shareholder of Waikato Water

No

Please explain your answer

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 126

Full Name: Gillian Yate

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Inequitable - That our community will pay for infrastructure in other districts
- Uncertainty - The high risk and uncertainty in changing to a regional water entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer

not sure what the cost of that would be to rate payers

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 127**Full Name:** Peter Goodman**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Privatisation - Possible future privatisation of our water infrastructure
- Uncertainty - The high risk and uncertainty in changing to a regional water entity
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

No

Please explain your answer

because we need to concentrate on our own water and not get involved with other areas that are not relevant to Taupo and it's local citizens.

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 128**Full Name:** Franz Hermann**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Independence - A water services entity that is independent from Taupō District Council is likely to make good decisions
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Inequitable - That our community will pay for infrastructure in other districts
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Uncertainty - The high risk and uncertainty in changing to a regional water entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

No

Please explain your answer

The Waikato water scheme will not go well; we don't want to be reliant on external services unless absolutely necessary.

Comments

Taupo has large freshwater lake; it shouldn't be too difficult (relatively) to produce an efficient local water solution. Tying ourselves to a larger regional scheme seems like a recipe for complication and difficulties, including footing the bill to bring other areas to be brought up to standards while we get forgotten about due to our significant previous investments and efforts in our own water infrastructure. It seems to make little sense to tie ourselves to a bloated regional system where we lose direct control of our infrastructure especially with the track record of regional projects.

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 129**Full Name:** Mike Keys**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Local voice - Our local voice and priorities will be lost in a large regional entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

If cost efficiencies can be achieved then we should grab them

Comments

Council have resolved that the preferred option is to keep water services inhouse for now. I agree with that decision.

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 130**Full Name:** John Boddy**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Inequitable - That our community will pay for infrastructure in other districts
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Skilled workforce- That our district can attract and retain the required skilled workforce to continue providing quality water services

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

No

Please explain your answer

There is no need to become a limited shareholder of Waikato Water. I can see nothing to stop TDC working under an agreement with other councils of a similar mind to negotiate together for services. The big one could be finance.

Comments

TDC must keep water services in house. You have mention in the info above the following " stability and the strength of its water services team option is to keep its water services. In my 9 years on Council this was very obvious as well as the input from the finance team We must retain the right for the owners of Taupo Water ie ratepayers to be in the forefront of decisions made. Councilor's must retain control. Non elected persons should have no right to vote on Taupo water

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 131

Full Name: Shirley O'Leary

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Which of these do you most agree with, or consider to be most important?

- Equitable service - All communities should receive equitable levels of water services
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Privatisation - Possible future privatisation of our water infrastructure
- Uncertainty - The high risk and uncertainty in changing to a regional water entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

I am sure that Council has gone over this ad infinitum and I trust their advice. No matter what we do its going to be costly.

Comments

none

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 132

Full Name: Bruce and Julie Tobeck

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

By becoming a shareholder the council will have the ability to monitor the advantages and disadvantages of being a full member and will be in a stronger position to make that move should they decide to do so in the future

Comments

That whatever option is taken the resulting controlling entity prioritises addressing failing infrastructure. In particular the primary Taupo Wastewater Treatment Plant - odour emissions. The performance of this plant has deteriorated significantly since 2022 to the point where it is regularly exceeding the conditions of the Waikato Regional Council Resource Consent - Discharge to Air AUTH 121289.01.03, File No. 60 55 426. Refer also to our submission to to latest LTTP.

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 133

Full Name: Arthur and Lynn Evans

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Inequitable - That our community will pay for infrastructure in other districts
- Jobs - Possible impact on local jobs
- Local voice - Our local voice and priorities will be lost in a large regional entity

Choice of Option

OPTION 3 - Create a Single Council Controlled Organisation (CCO) - (Taupō Water)

Limited shareholder of Waikato Water

Unsure

Please explain your answer

We must keep our water services permanently out of Mahutās (3 waters) hands. No one owns water, only the pipes.

Comments

Taupo ratepayers have paid for our water infrastructure, don't go giving control away to any one. Taupo paid for it, Taupo owns it, the pipes and pumps are not to be given away.

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 134

Full Name: Ngaire Malpass

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Equitable service - All communities should receive equitable levels of water services
- Local touch - I want to be able to speak to someone locally when I have an issue with water

Which of these are you most concerned about?

- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Privatisation - Possible future privatisation of our water infrastructure
- Skilled workforce- That our district can attract and retain the required skilled workforce to continue providing quality water services
- Uncertainty - The high risk and uncertainty in changing to a regional water entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer

I prefer not giving work to large companies that use workers on short term visa's instead of training locals. Civitec look like they use a wholly overseas workforce - we should be providing training and jobs to locals and Kiwis!!!

Comments

The elephant in the room is volumetric charges for water. It is essential that Council moves to this. Water is a precious resource and the cost of providing clean potable water is high in spite of the fact we live next to a massive (still relatively clean) lake. To see my neighbours with sprinklers on 24/7 wasting this precious and expensive resource is more than I can bear!

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 135

Full Name: Phil Shields

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: Yes

Community area

Western bays (Omori, Kuratau, Pūkawa, Whareroa)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Debt – Increasing levels of debt

Choice of Option

OPTION 3 - Create a Single Council Controlled Organisation (CCO) - (Taupō Water)

Limited shareholder of Waikato Water

No

Please explain your answer

TDC has by its own admission in previous Annual Reports, AND in a statement made recently by the Deputy Mayor, confirmed that TDC is “well positioned when it comes to water and our water debt is relatively low”. I am not sure that this could be said for all the proposed other shareholders of Waikato Water. This would then disadvantage TDC who have better managed their water assets.

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Local Water Done Well Consultation
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May 2025

Submitter Number: 136

Full Name: Linda Bell

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Which of these do you most agree with, or consider to be most important?

- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Inequitable - That our community will pay for infrastructure in other districts
- Privatisation - Possible future privatisation of our water infrastructure
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 137

Full Name: Deb Mair

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Equitable service - All communities should receive equitable levels of water services
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Jobs - Possible impact on local jobs
- Skilled workforce- That our district can attract and retain the required skilled workforce to continue providing quality water services

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

Comments

☒ **Arguments for Keeping Water Services In-House**

Local Control & Accountability

- Decisions remain community-focused and values-based.
- Greater transparency and public input into service levels, pricing, and environmental priorities.
- Easier to align with local ecological restoration, mātauranga Māori, and sustainability goals.

2. Integration with Broader Council Goals

- Water infrastructure can be aligned with stormwater, land use, climate change adaptation, and biodiversity strategies.

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- Enables TDC to coordinate with community restoration and iwi-led initiatives (e.g., protecting Lake Taupō's water quality).
- 3. Rapid Response & Flexibility
 - Council staff may respond more quickly to local issues (e.g., burst pipes, boil water notices) than a remote or regional provider.
- 4. Workforce Development & Local Jobs
 - Supports skilled employment and apprenticeships in the region.
 - Builds institutional knowledge within the district.
- 5. Protection from Commercial Risks
 - Less exposure to contractor pricing fluctuations, service disputes, or profit-driven cost-cutting.

✗ Arguments Against (i.e., Outsourcing or Joining a Regional Entity)

1. Economies of Scale
 - Regional models (e.g., Water Services Entities under Three Waters reform) could lower costs via bulk purchasing, centralised asset management, and high-tech monitoring systems.
2. Specialist Expertise
 - Outsourcing or joining a regional entity can provide access to more sophisticated engineering, risk management, and futureproofing tools.
3. Cost Efficiency
 - Some councils outsource to reduce long-term capital expenditure and balance risk.
4. Legislative Pressure
 - The future of the national water reform program is uncertain, but councils may eventually be compelled to join larger entities under updated legislation.

💡 Taupō-Specific Considerations

- Environmental Sensitivity: Lake Taupō's catchment is a national taonga. In-house control could ensure that local knowledge and protection priorities are hardwired into operational decisions.
- Treaty Partnerships: Co-governance or co-management with iwi may be more effectively integrated under a local model, especially if local hapū have direct relationships with council officers.
- Tourism and Growth: A growing population and tourism sector place unique pressures on infrastructure. TDC might prefer to keep control of upgrades and investment pacing.

🔍 Recommendation

If TDC has the capability and resources, keeping services in-house provides better community control, accountability, and environmental alignment. However, a hybrid model could also be considered—where core operations remain in-house, but specialist services or large-scale upgrades are contracted out.

TDC should also:

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- Assess cost-benefit scenarios of both models,
- Engage iwi and community stakeholders, and
- Review the changing legal landscape (especially if national reform resumes or changes again post-election).

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May 2025

Submitter Number: 138

Full Name: Ian Harrison

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Local voice - Our local voice and priorities will be lost in a large regional entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

No

Please explain your answer

149

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 139

Full Name: Clive Paterson

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Efficiencies - A larger entity will be more efficient and able to share costs and risks collectively
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Privatisation - Possible future privatisation of our water infrastructure
- Skilled workforce- That our district can attract and retain the required skilled workforce to continue providing quality water services
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 3 - Create a Single Council Controlled Organisation (CCO) - (Taupō Water)

Limited shareholder of Waikato Water

No

Please explain your answer

150

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 140

Full Name: Gael Te Rangī

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Tūrangi (including Tokaanu and Tongariro)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Privatisation - Possible future privatisation of our water infrastructure
- Uncertainty - The high risk and uncertainty in changing to a regional water entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer

Comments

Where does Ngati Tuwharetoa iwi/hapu sit in all this?

No mention of their involvement. I would hate to see happen to Turangi with power providers / lines company sort of structure happen with out water

151

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 141

Full Name: Harriet Apiata

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Tūrangi (including Tokaanu and Tongariro)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
 - Equitable service - All communities should receive equitable levels of water services
 - Local touch - I want to be able to speak to someone locally when I have an issue with water
-

Which of these are you most concerned about?

- Costs - Increasing cost of water services
 - Debt – Increasing levels of debt
 - Uncertainty - The high risk and uncertainty in changing to a regional water entity
-

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer

152

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 142**Full Name:** Rene Rangī**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Tūrangi (including Tokaanu and Tongariro)

Which of these do you most agree with, or consider to be most important?

- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Local voice - Our local voice and priorities will be lost in a large regional entity
- Privatisation - Possible future privatisation of our water infrastructure

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

No

Please explain your answer

153

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 143

Full Name: Juliet Apiata

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Tūrangi (including Tokaanu and Tongariro)

Which of these do you most agree with, or consider to be most important?

- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Privatisation - Possible future privatisation of our water infrastructure

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

No

Please explain your answer

Comments

No where on this form does it mention Te Tiriti o Waitangi as Maori being kaitiaki of the land where the water flows from.

Government overreach is the case in this matter

The Councils throughout this country stood strong three waters in the first round but have fallen quiet now instead of fighting again. I believe Councils will benefit greatly (financially) with your preferred option.

'Lines Company' for water where ratepayers foot the bill twice. No three times with Waikato rates included.

My option keep water services the same not just for two years. Government manage our money better. And keep their hands off our wai.

154

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 144

Full Name: Clint Green

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Tūrangi (including Tokaanu and Tongariro)

Which of these do you most agree with, or consider to be most important?

- Efficiencies - A larger entity will be more efficient and able to share costs and risks collectively
- Equitable service - All communities should receive equitable levels of water services
- Independence - A water services entity that is independent from Taupō District Council is likely to make good decisions

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Privatisation - Possible future privatisation of our water infrastructure
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 2 - Join a Multi Council Controlled water organisation (Waikato Water)

Limited shareholder of Waikato Water

Yes

Please explain your answer

That would be a sensible option in case of option 1 being adopted

155

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 145

Full Name: Jeremy King

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Which of these do you most agree with, or consider to be most important?

- Efficiencies - A larger entity will be more efficient and able to share costs and risks collectively
- Equitable service - All communities should receive equitable levels of water services
- Independence - A water services entity that is independent from Taupō District Council is likely to make good decisions

Which of these are you most concerned about?

- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Skilled workforce- That our district can attract and retain the required skilled workforce to continue providing quality water services
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 2 - Join a Multi Council Controlled water organisation (Waikato Water)

Limited shareholder of Waikato Water

Yes

Please explain your answer

156

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 146

Full Name: Jeanette Trego

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Tūrangi (including Tokaanu and Tongariro)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Equitable service - All communities should receive equitable levels of water services
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Inequitable - That our community will pay for infrastructure in other districts
- Privatisation - Possible future privatisation of our water infrastructure

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

Supporting Taupō District Council becoming a **limited shareholder** of Waikato Water under **Option One** makes sense if the **negotiated benefits outweigh the costs**. Here's why this approach is beneficial:

Key Reasons for Support

1. **Maintains Local Control** – The Council retains ownership and decision-making power over water assets while leveraging shared services for efficiency.
2. **Cost-Effective Procurement** – Joining Waikato Water as a limited shareholder allows access to **bulk purchasing and shared expertise**, potentially reducing operational costs.
3. **Flexibility for Future Decisions** – This option allows Taupō District Council to **review its position in two years**, ensuring adaptability to changing regulations and financial conditions.
4. **Avoids Full Asset Transfer** – Unlike other options, this approach **keeps water assets under local control**, preventing the risks associated with transferring ownership to a larger entity.
5. **Strategic Collaboration** – Partnering with Waikato Water for shared services **enhances operational efficiency** without committing to full integration.

This option strikes a balance between **independence and collaboration**, ensuring Taupō District Council can **optimize service delivery** while maintaining control over its water infrastructure.

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Local Water Done Well Consultation
Full submissions

May 2025

Comments

I support Taupō District Council becoming a **limited shareholder** of Waikato Water under **Option One**, but only if the **negotiated benefits** clearly outweigh the cost of shareholding. This approach allows the Council to **maintain ownership and control** of its water assets while leveraging shared services for **cost efficiency and operational improvements**.

By keeping water services in-house, the Council ensures **local decision-making, transparency, and accountability** to ratepayers. It also prevents **unnecessary asset transfers**, safeguarding the long-term interests of the community. **Strategic collaboration** with Waikato Water provides opportunities for bulk procurement, specialist expertise, and service enhancements while preserving **local oversight**.

The Council should conduct **regular reviews** to assess whether the arrangement continues to provide **clear financial and service benefits**. If cost savings, improved infrastructure management, and service reliability outweigh the shareholding costs, then this model represents the best balance between **independence and efficiency** for ratepayers.

Additionally, investments should focus on **affordability, long-term sustainability, and service resilience**, ensuring Taupō District residents continue to receive **high-quality water services** without excessive financial burden

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 147

Full Name: Rachel Dickman

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
 - Equitable service - All communities should receive equitable levels of water services
 - Local touch - I want to be able to speak to someone locally when I have an issue with water
-

Which of these are you most concerned about?

- Costs - Increasing cost of water services
 - Debt – Increasing levels of debt
 - Inequitable - That our community will pay for infrastructure in other districts
-

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer

159

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 148

Full Name: Margaret Sagar

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

Costs - Increasing cost of water services

Inequitable - That our community will pay for infrastructure in other districts

Local voice - Our local voice and priorities will be lost in a large regional entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer

Comments

Keep local control and accountability. We don't want to be paying for any big city water plans.

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 149

Full Name: Tessa Knight

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Inequitable - That our community will pay for infrastructure in other districts

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

161

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 150

Full Name: Cathy Rose

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Privatisation - Possible future privatisation of our water infrastructure

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

No

Please explain your answer

Waikato Water is out of control! (Ratepayers are facing a 20% higher cost than expected to establish a Hamilton-Waikato waters organisation as the bill hits \$7.35 million.)

Hamilton Council is too influential on the CCO's that they are involved with. Cost blow-outs are a regular theme when HCC is involved.

There are growing concerns with large CCOs like Auckland Watercare or Waikato Water as it is called now. (Originally see The Future Proof plan. Its original development a Sub-Regional Three Waters Strategy in 2012.) While these CCOs are initially sold as claiming efficiencies they generally become large organisations with staff who ignore their customers and the organisational structure and its survival and the workers who work in it- end up becoming more important than the actual purpose of the entity which is the management of the water supply and disposal.

Taupo District Council will not be able to control the inevitable increasing costs if it is involved with these regional water entities. It will end up becoming like the electricity "industry". NZ taxpayers paid for the electricity infrastructure and now New Zealanders have to pay over-priced costs for electricity with little relief in sight. That will be what will happen with the water infrastructure if it is given over to CCOs. Ratepayers having paid for local water infrastructure will end up paying inflated costs for water as they subsidise out-of-district water supply and disposal.

Furthermore Hamilton City Council is sitting on an ageing city water system which is leaking and pipes are needing replacing as HCC has not kept up with replacement in the same way that TDC has and TDC ratepayers will end up having to subsidise the high cost of HCC's upgrades.

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**Local Water Done Well Consultation
Full submissions**

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Furthermore Taupo District is quite separate from Hamilton and Waikato District with its quite different needs. The northern Waikato/Hamilton is more associated with Auckland water issues and tends to look north to Auckland than toward South Waikato. It is only now looking South because of its huge and growing financial burden - otherwise HCC and its outlying district rarely look south except to increase its revenue base.

Also Taupo has its own ambitions for growth and being associated with Hamilton and its entities would be a real mistake as Taupo would become squeezed in the shadow of a growing colossus which is Hamilton City.

Comments

I am concerned about two things in this current discussion:

1. Rising TDC rates - which is burdening to a limited number of ratepayers. Rates needs to be collected from all landowners includiung Maori, faith-based and charity-based entities. There needs to be greater equality in the rating system.
2. And that NZ will have a water industry like NZ's current electricity industry. Where profit is motivating the business model.

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 151

Full Name: Laurie Burdett

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: Yes

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Efficiencies - A larger entity will be more efficient and able to share costs and risks collectively
- Equitable service - All communities should receive equitable levels of water services

Which of these are you most concerned about?

- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Privatisation - Possible future privatisation of our water infrastructure
- Skilled workforce- That our district can attract and retain the required skilled workforce to continue providing quality water services

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

I have concerns re the cost of setting up another organisation and would prefer one that is larger. However the expertise to provide services of a good scientific standard may be best shared.

Comments

I would prefer the regional based option for provision overall for the level of expertise that can be provided with a bigger organisation. There will still be jobs locally. However I do at times ponder on how well unitary councils monitor themselves.

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 152

Full Name: Richard Hoadley

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Equitable service - All communities should receive equitable levels of water services
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Inequitable - That our community will pay for infrastructure in other districts
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Uncertainty - The high risk and uncertainty in changing to a regional water entity

Choice of Option

OPTION 3 - Create a Single Council Controlled Organisation (CCO) - (Taupō Water)

Limited shareholder of Waikato Water

Yes

Please explain your answer

any ability to get qualified professional contractors must be an advantage to ensure ratepayers get value for our rates.

Solely for the 'purpose of procuring services' being the key words above.

The result must be for the benefit of the Taupo District ratepayers, I for one do not want to see my rates supporting another group of ratepayers in another district.

Comments

TDC must ensure they have nothing to do with any third-party interference or say in what our elected Councillors are deemed to be able and capable of doing for me.

Democracy is in place to ensure our elected Councillors make the decisions that affect their ratepayers.

Unelected 'third parties' must have NO say in the Option 3 or any other matter related to the water services in the Taupo District

No third parties. That includes the like of co-governance committees that have been established with unelected people. Not Councillors of the TDC.

165

Local Water Done Well Consultation
Full submissions

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Regional involvement with other Councils and related iwis is doomed to fail. I say there would be a lack of accountability, a trend of delays due to indecision making when time is of the essence.

Unfortunately, and based on past experiences I say iwi from neighboring Councils would at best lead to frustration and delays. Delays lead to extra costs and TDC does not need or want the hassles of a Multi Council Controlled water organisation (Waikato Water).

I say NO third party involvement of any kind is a bottom-line requirement. Council knows best and can and must act on behalf of TDC rate payers for that reason.

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 153**Full Name:** Jane Penton**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Equitable service - All communities should receive equitable levels of water services
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Skilled workforce- That our district can attract and retain the required skilled workforce to continue providing quality water services

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

I would hope that it would be of benefit going forward.

Comments

We should have reticulated drinking water to help with efficiencies, cost reduction in provision and water conservation measures. I am concerned by a continuing trend of prolonged drought and its effect on our future water use and the cost of this. I support proposed encouragement of rainwater capture and use in District Plan Change 44.

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 154

Full Name: brent hoare

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Debt – Increasing levels of debt
- Inequitable - That our community will pay for infrastructure in other districts
- Privatisation - Possible future privatisation of our water infrastructure
- Uncertainty - The high risk and uncertainty in changing to a regional water entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

No

Please explain your answer

Do not want to be apart of Hamilton, There costs are huge and have not looked after there 3 waters

Comments

Be more efficient and cut costs to make it more affordable

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 155

Full Name: Barbara Gilmour

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Mangakino, Whakamaru and Ātiamuri

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Uncertainty - The high risk and uncertainty in changing to a regional water entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

I trust TDC to make a sensible decision for this region's ratepayers and residents.

169

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 156

Full Name: Amanda Cox

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Taupo (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Efficiencies - A larger entity will be more efficient and able to share costs and risks collectively
- Equitable service - All communities should receive equitable levels of water services
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Skilled workforce- That our district can attract and retain the required skilled workforce to continue providing quality water services
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

Its useful to retain an interest and connection in Waikato Water, to understand the advantages, challenges and opportunities that will arise in the establishment period. It will also help in terms of planning for if/ when to join the new entity and on what terms.

Comments

Well done Taupo DC on managing water assets so that the community has a genuine choice as to future delivery of services.

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 157**Full Name:** Dennis Gazley**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Western bays (Omori, Kuratau, Pūkawa, Whareroa)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Debt – Increasing levels of debt
- Privatisation - Possible future privatisation of our water infrastructure
- Uncertainty - The high risk and uncertainty in changing to a regional water entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 158

Full Name: Lenore Bristow

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Jobs - Possible impact on local jobs
- Local voice - Our local voice and priorities will be lost in a large regional entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer

172

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 159

Full Name: Reagan Kupa

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Western bays (Omori, Kuratau, Pūkawa, Whareroa)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
 - Our assets - We have invested in our water assets and we should keep control of them
-

Which of these are you most concerned about?

- Costs - Increasing cost of water services
 - Inequitable - That our community will pay for infrastructure in other districts
 - Privatisation - Possible future privatisation of our water infrastructure
-

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

No

Please explain your answer

it should be shared with iwi

173

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 160

Full Name: John Hughes

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Western bays (Omori, Kuratau, Pūkawa, Whareroa)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
 - Our assets - We have invested in our water assets and we should keep control of them
 - Performance - Council does a good job of delivering water services and should continue doing so
-

Which of these are you most concerned about?

- Costs - Increasing cost of water services
 - Debt – Increasing levels of debt
 - Local voice - Our local voice and priorities will be lost in a large regional entity
-

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 161**Full Name:** Warren Allen**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Western bays (Omori, Kuratau, Pūkawa, Whareroa)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Debt – Increasing levels of debt
- Local voice - Our local voice and priorities will be lost in a large regional entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 162

Full Name: Cushla Hughes

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Western bays (Omori, Kuratau, Pūkawa, Whareroa)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Debt – Increasing levels of debt
- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

176

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 163

Full Name: Tim Jewell

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Western bays (Omori, Kuratau, Pūkawa, Whareroa)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Equitable service - All communities should receive equitable levels of water services
- Local touch - I want to be able to speak to someone locally when I have an issue with water

Which of these are you most concerned about?

- Debt – Increasing levels of debt
- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Local voice - Our local voice and priorities will be lost in a large regional entity

Choice of Option

Unsure / don't know

Limited shareholder of Waikato Water

Unsure

Please explain your answer

Who would know what is going on with this council. TDC is no better or worse than any other council in this country. Boom Boom is a prime example!

177

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 164

Full Name: Geoff Stent

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Western bays (Omori, Kuratau, Pūkawa, Whareroa)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
 - Our assets - We have invested in our water assets and we should keep control of them
 - Performance - Council does a good job of delivering water services and should continue doing so
-

Which of these are you most concerned about?

- Costs - Increasing cost of water services
 - Local voice - Our local voice and priorities will be lost in a large regional entity
 - Privatisation - Possible future privatisation of our water infrastructure
-

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer

178

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 165

Full Name: Rob Jury

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Debt - Increasing levels of debt
- Uncertainty - The high risk and uncertainty in changing to a regional water entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

Prudent to retain the possibility of this as a future option.

179

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 166

Full Name: Richard Pomstra

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Western bays (Omori, Kuratau, Pūkawa, Whareroa)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
 - Our assets - We have invested in our water assets and we should keep control of them
 - Performance - Council does a good job of delivering water services and should continue doing so
-

Which of these are you most concerned about?

- Costs - Increasing cost of water services
 - Privatisation - Possible future privatisation of our water infrastructure
 - Under investment - Under-investment in water assets due to political influence
-

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

180

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 167**Full Name:** Christiane Te Akau**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Western bays (Omori, Kuratau, Pūkawa, Whareroa)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Inequitable - That our community will pay for infrastructure in other districts
- Jobs - Possible impact on local jobs
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Privatisation - Possible future privatisation of our water infrastructure
- Uncertainty - The high risk and uncertainty in changing to a regional water entity
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 3 - Create a Single Council Controlled Organisation (CCO) - (Taupō Water)

Limited shareholder of Waikato Water

No

Please explain your answer

It's not keeping it locally and job losses and all other issues with a big company...

181

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 168

Full Name: Margaret Campbell

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Mangakino, Whakamaru and Ātiamuri

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Uncertainty - The high risk and uncertainty in changing to a regional water entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

182

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 169

Full Name: Annette Arden

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Taupo (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Inequitable - That our community will pay for infrastructure in other districts
- Privatisation - Possible future privatisation of our water infrastructure

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

do not want to see water meters used and having to keep paying

Comments

do not want pay water meters to be in taupo, do not want our assets sold off, do not want to be part of a bigger organization and have to keep funding other communities short fallsmand loose our voice against bigger councils who only have there own interest at heart, but want our council to be held accountable for the spending off our council rates.

183

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 170

Full Name: Russell Watson

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Western bays (Omori, Kuratau, Pūkawa, Whareroa)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Inequitable - That our community will pay for infrastructure in other districts
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Uncertainty - The high risk and uncertainty in changing to a regional water entity

Choice of Option

OPTION 3 - Create a Single Council Controlled Organisation (CCO) - (Taupō Water)

Limited shareholder of Waikato Water

No

Please explain your answer

Linking to Hamilton would not be beneficial to a smaller entity. Taupo and southern areas are managing their resources well, keeping costs affordable and allowing local communities to have their say. This will be lost in a larger, combined entity.

184

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 171

Full Name: Peter Kidd

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Which of these do you most agree with, or consider to be most important?

- Independence - A water services entity that is independent from Taupō District Council is likely to make good decisions
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Uncertainty - The high risk and uncertainty in changing to a regional water entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer

I do not have enough information to base an answer on. If it's to ensure future options I agree BUT I am not convinced cost savings will be significant. The main issue I see is Councils borrowing cap if in house for too long and possibly NOT sufficient focus on this area by Councils

Comments

Current policy does NOT value water. My farm experience is that when water is metered and valued people are much more efficient with its use. Metering is essential. This has resulted in reduced demand in areas once installed.

The current single annual charge district wide encourages water wastage at no cost to the user.

Why are funds invested in stormwater infrastructure to remove housing roof water which could be harvested for household use. Self help options at user point would reduce the demand on infrastructure. Similar to Solar power reducing the need for extra electrical infrastructure.

New builds should have an arbitrary requirement for this.

We will soon have 5 million litres of drinking standard water available for Kinloch. That's a lot to drink. What portion is drunk? Most is used for watering lawns and gardens and flushing the toilet? Future plans must look at alternate options to incentivise more efficiency at delivery points by the user. Identify

185

Local Water Done Well Consultation
Full submissions

May 2025

I would prefer council to separate water into a CCO then consider amalgamation later as an option BUT I am sceptical of any efficiencies especially \$ in that. Bulk buying or joint tendering may achieve the same without an expensive hierarchy. Local knowledge is important.

186

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 172**Full Name:** Phil Reid**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Western bays (Omori, Kuratau, Pūkawa, Whareroa)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Debt – Increasing levels of debt
- Local voice - Our local voice and priorities will be lost in a large regional entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer

187

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 173

Full Name: Lewis Shailer

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Which of these do you most agree with, or consider to be most important?

- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Inequitable - That our community will pay for infrastructure in other districts
- Local voice - Our local voice and priorities will be lost in a large regional entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer

If water services remain inhouse, why would Waikato Wayer be involved.

Comments

I don't believe there will be efficiencies of scale in these services. It is more likely that efficiencies will be lost.

188

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 174

Full Name: Jenny Symmans

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Western bays (Omori, Kuratau, Pūkawa, Whareroa)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Debt – Increasing levels of debt
- Uncertainty - The high risk and uncertainty in changing to a regional water entity
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

Agree if part of the option

Comments

Infrastructure has to be kept up to date and maintained.

189

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 175**Full Name:** Bernadette Horton**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Eastern bays (Hātepe, Motutere, Motuoapa, Tauranga-Taupō)

Which of these do you most agree with, or consider to be most important?

- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Debt – Increasing levels of debt
- Inequitable - That our community will pay for infrastructure in other districts
- Skilled workforce- That our district can attract and retain the required skilled workforce to continue providing quality water services

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

looking to the future

Comments

None

190

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 176**Full Name:** Jan Appleby**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Western bays (Omori, Kuratau, Pūkawa, Whareroa)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Inequitable - That our community will pay for infrastructure in other districts
- Local voice - Our local voice and priorities will be lost in a large regional entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer

191

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 177

Full Name: Penelop Hickson

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Western bays (Omori, Kuratau, Pūkawa, Whareroa)

Which of these do you most agree with, or consider to be most important?

- Local touch - I want to be able to speak to someone locally when I have an issue with water
 - Performance - Council does a good job of delivering water services and should continue doing so
-

Which of these are you most concerned about?

- Costs - Increasing cost of water services
 - Jobs - Possible impact on local jobs
 - Local voice - Our local voice and priorities will be lost in a large regional entity
-

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

192

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 178

Full Name: Louise Watson

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Western bays (Omori, Kuratau, Pūkawa, Whareroa)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Inequitable - That our community will pay for infrastructure in other districts
- Local voice - Our local voice and priorities will be lost in a large regional entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

No

Please explain your answer

we are already a small community overwhelmed with rates rises from Taupo Council and charged for Waikato regional rates to help with Street lighting in Hamilton but see little benefits ourselves from these.

Comments

local services and local responsibility is what our rates should cover

193

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 179

Full Name: Johanna Kortink

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Western bays (Omori, Kuratau, Pūkawa, Whareroa)

Which of these do you most agree with, or consider to be most important?

- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Inequitable - That our community will pay for infrastructure in other districts
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Privatisation - Possible future privatisation of our water infrastructure

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer

194

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 180

Full Name: René Kortink

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Western bays (Omori, Kuratau, Pūkawa, Whareroa)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Inequitable - That our community will pay for infrastructure in other districts
- Local voice - Our local voice and priorities will be lost in a large regional entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer

195

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 181

Full Name: Greg Batkin

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Western bays (Omori, Kuratau, Pūkawa, Whareroa)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
 - Local touch - I want to be able to speak to someone locally when I have an issue with water
 - Our assets - We have invested in our water assets and we should keep control of them
-

Which of these are you most concerned about?

- Costs - Increasing cost of water services
 - Under investment - Under-investment in water assets due to political influence
-

Choice of Option

OPTION 3 - Create a Single Council Controlled Organisation (CCO) - (Taupō Water)

Limited shareholder of Waikato Water

Yes

Please explain your answer

196

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 182

Full Name: Shaun Eckhoff

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Western bays (Omori, Kuratau, Pūkawa, Whareroa)

Which of these do you most agree with, or consider to be most important?

- Local touch - I want to be able to speak to someone locally when I have an issue with water
 - Our assets - We have invested in our water assets and we should keep control of them
-

Which of these are you most concerned about?

- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
 - Local voice - Our local voice and priorities will be lost in a large regional entity
 - Skilled workforce- That our district can attract and retain the required skilled workforce to continue providing quality water services
-

Choice of Option

OPTION 3 - Create a Single Council Controlled Organisation (CCO) - (Taupō Water)

Limited shareholder of Waikato Water

Unsure

Please explain your answer

197

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 183

Full Name: Stuart Humphrey

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Western bays (Omori, Kuratau, Pūkawa, Whareroa)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Inequitable - That our community will pay for infrastructure in other districts
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Privatisation - Possible future privatisation of our water infrastructure

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer

Worried that a third party will gain control, either directly or indirectly, ie., co-governance. ALL ratepayers should have equal benefits and voting rights over any of TDC infrastructure.

Comments

After all the upgrades that are being done across the district, TDC should not have any more major costs for years to come, other than expansion to meet the needs of the area and ongoing maintenance. You are already forecasting a \$700 increase per ratepayer, minimum. Why???

198

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 184

Full Name: Ngaire Grainger

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Equitable service - All communities should receive equitable levels of water services
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Inequitable - That our community will pay for infrastructure in other districts
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Privatisation - Possible future privatisation of our water infrastructure

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

No

Please explain your answer

Waikato Water will have it's own vested interests and use preferred suppliers, not necessarily the cheapest. We need TDC staff to keep costs to ratepayers at the forefront of every decision they make, especially when procuring services. NO having to use IWI groups or other providers, use the ones that get the job done, correctly, for the best possible price and outcome for local ratepayers.

Comments

In the ten year plans that TDC put out every 3 years, you emphasis that we have a relatively new water infrastructure and recently TDC ratepayers have invested a lot of money on upgrading all water treatment plants to the highest possible standard. Why would we now assist others with our money? TDC needs to look after local ratepayers first and foremost. I do not want to see the ratepayers money being used to give our assets or control of them to any third party or co-governed party . Equal rights for all ratepayers and equal voting for all ratepayers. Why is proposal No1 going to cost ratepayers more than proposal No2 and why is there any increase when all the works have been completed? TDC is forecasting a \$700 (minim) increase for each ratepayer in our nest rate demands.

199

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 185

Full Name: Kaz Cederwall

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Which of these do you most agree with, or consider to be most important?

- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Debt - Increasing levels of debt
- Inequitable - That our community will pay for infrastructure in other districts
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Uncertainty - The high risk and uncertainty in changing to a regional water entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 186

Full Name: Rodney Southall

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Western bays (Omori, Kuratau, Pūkawa, Whareroa)

Which of these do you most agree with, or consider to be most important?

- Independence - A water services entity that is independent from Taupō District Council is likely to make good decisions

Which of these are you most concerned about?

- Privatisation - Possible future privatisation of our water infrastructure

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

this should keep prices down in the future, should it not ?

Comments

No

201

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 187

Full Name: Kevin and Julia O'Connor

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Western bays (Omori, Kuratau, Pūkawa, Whareroa)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Independence - A water services entity that is independent from Taupō District Council is likely to make good decisions
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Inequitable - That our community will pay for infrastructure in other districts
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Skilled workforce- That our district can attract and retain the required skilled workforce to continue providing quality water services

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

The option to procure shared services is teained.

202

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 188

Full Name: Belinda Walker

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Equitable service - All communities should receive equitable levels of water services
- Local touch - I want to be able to speak to someone locally when I have an issue with water

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Skilled workforce- That our district can attract and retain the required skilled workforce to continue providing quality water services

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

cost benefits from large economies of scale in negotiations

Comments

I particularly like the two year review concept

203

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 189

Full Name: Graeme Lepper

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Western bays (Omori, Kuratau, Pūkawa, Whareroa)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
 - Local touch - I want to be able to speak to someone locally when I have an issue with water
 - Our assets - We have invested in our water assets and we should keep control of them
-

Which of these are you most concerned about?

- Costs - Increasing cost of water services
 - Privatisation - Possible future privatisation of our water infrastructure
 - Skilled workforce- That our district can attract and retain the required skilled workforce to continue providing quality water services
-

Choice of Option

OPTION 3 - Create a Single Council Controlled Organisation (CCO) - (Taupō Water)

Limited shareholder of Waikato Water

Unsure

Please explain your answer

204

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 190

Full Name: Axel Wiki

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Wairākei, Broadlands, River Road and surrounding rural area

Which of these do you most agree with, or consider to be most important?

- Efficiencies - A larger entity will be more efficient and able to share costs and risks collectively
- Equitable service - All communities should receive equitable levels of water services
- Independence - A water services entity that is independent from Taupō District Council is likely to make good decisions
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Debt - Increasing levels of debt
- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Jobs - Possible impact on local jobs
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Skilled workforce- That our district can attract and retain the required skilled workforce to continue providing quality water services
- Uncertainty - The high risk and uncertainty in changing to a regional water entity
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 2 - Join a Multi Council Controlled water organisation (Waikato Water)

Limited shareholder of Waikato Water

Unsure

Please explain your answer

Comments

I only wish for the water to be 100% clear and safe to drink especially around Waikato regions.

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 191

Full Name: Rhonda Biddle

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Mangakino, Whakamaru and Ātiamuri

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Independence - A water services entity that is independent from Taupō District Council is likely to make good decisions
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Inequitable - That our community will pay for infrastructure in other districts
- Local voice - Our local voice and priorities will be lost in a large regional entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

taupo ratepayers have spent alot of money upgrading. Water should not be available for everyone and not be out if reach. It is a necessity of life.

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 192

Full Name: Julie Soon

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Tūrangi (including Tokaanu and Tongariro)

Which of these do you most agree with, or consider to be most important?

- Efficiencies - A larger entity will be more efficient and able to share costs and risks collectively
- Equitable service - All communities should receive equitable levels of water services
- Independence - A water services entity that is independent from Taupō District Council is likely to make good decisions

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 2 - Join a Multi Council Controlled water organisation (Waikato Water)

Limited shareholder of Waikato Water

No

Please explain your answer

I would support this only if the far better Option 2 was not chosen

Comments

Option 2 is likely to be substantially cheaper than option 1 while providing many benefits (even if there is some cross-subsidisation, it is still cheaper). The benefits include:

1. Ability to recruit and retain quality staff
2. Allowing better career paths and specialisation for staff
3. Better support of and for our Rangatahi by enabling them to become more fully trained and allowing valuable local career progression
4. Reduction in TDC debt levels
5. Opportunity with a 30% share of the Waikato Water to become a centre of excellence, with Taupō's recognised staff capability being able to be utilised across the Waikato

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Local Water Done Well Consultation
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May 2025

6. A larger organisation, specialised in water delivery and water waste processing is more likely to effectively manage the assets, reducing likelihood of contamination into our taonga, the precious life giving force of the lake.

7. A large organisation is likely able to better develop the skills to effectively manage the assets, while complying with the regulatory and compliance framework.

8. Option 2 is the no brainer option

9. By being a key player at the start of Waikato Water, TDC is more able to shape its formation.

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 193**Full Name:** Charles Jennings**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Debt – Increasing levels of debt
- Privatisation - Possible future privatisation of our water infrastructure

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer**Comments**

I feel Taupo council has and still doing a good job replacing, maintaining the water systems in general. Taupo rate payers should not be paying for other councils water systems that they have not replaced or maintained. Please keep our water systems in house. We don't want to end up in a mess like Wellington.

Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 194

Full Name: Anna Patel

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Local voice - Our local voice and priorities will be lost in a large regional entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

Important to connect with larger Waikato Water.

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 195

Full Name: Mo Harding

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Which of these do you most agree with, or consider to be most important?

- Equitable service - All communities should receive equitable levels of water services
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Debt – Increasing levels of debt
- Inequitable - That our community will pay for infrastructure in other districts
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Privatisation - Possible future privatisation of our water infrastructure

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer

In principle I would support this, however with no mention of what this shareholding would cost and what negotiated benefits might be won here, it's difficult for me to give firm YES to this.

Comments

While option one may cost more to rate payers as things stand, I STRONGLY believe that retaining control and accountability will be to our benefit in the future, and this benefit will far outweigh the circa \$100 difference in projected water services charges, particularly when water metering comes into play at a later stage. It is clear that while TDC has in recent years invested well in water services infrastructure (and continues to do so with works already planned), I can't help thinking that other Councils may not be in such a strong position, and so it makes no sense to become swallowed up into a larger entity where we might well end up paying for other region's infrastructure costs without any real benefit to ourselves.

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 196

Full Name: Karen Hurst

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Inequitable - That our community will pay for infrastructure in other districts
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Uncertainty - The high risk and uncertainty in changing to a regional water entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer

I don't have enough information to decide on this point at this time. It sounds sensible but there are risks that becoming a shareholder opens Taupō up to liability for other areas if the terms for shareholding don't specifically exclude this. Happy to explain in more detail or review my response if more information is available.

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Local Water Done Well Consultation
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May 2025

Submitter Number: 197

Full Name: Heather McClean

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Western bays (Omori, Kuratau, Pūkawa, Whareroa)

Which of these do you most agree with, or consider to be most important?

- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Inequitable - That our community will pay for infrastructure in other districts
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Uncertainty - The high risk and uncertainty in changing to a regional water entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer

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Local Water Done Well Consultation
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May 2025

Submitter Number: 198**Full Name:** Robert Hutton**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Debt – Increasing levels of debt
- Inequitable - That our community will pay for infrastructure in other districts

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

No

Please explain your answer

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 199**Full Name:** Julie Jennings**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Debt – Increasing levels of debt
- Privatisation - Possible future privatisation of our water infrastructure

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer**Comments**

The current situation we have with our water services has been part of the councils long term plan for several years and has in occasions been behind our rates rises. Having reached a point in time where we have upgraded our amenities I am unsure why the council now want to join with other bodies. There are very few regions that have put three waters as part of their year by year planning. Unless the Council can present statistics to reflect how we can gain we should keep our status quo.

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Local Water Done Well Consultation
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May 2025

Submitter Number: 200

Full Name: Alan McClean

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Which of these do you most agree with, or consider to be most important?

- Independence - A water services entity that is independent from Taupō District Council is likely to make good decisions
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Inequitable - That our community will pay for infrastructure in other districts
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Uncertainty - The high risk and uncertainty in changing to a regional water entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer

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Local Water Done Well Consultation
Full submissions

May 2025

Submitter Number: 201

Full Name: Taina Cooper
Organisation: Ngā Taikura Taiao o Tūwharetoa
Suburb: Not Applicable
Wish to speak to the submission: No

Community area
Other

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account

Which of these are you most concerned about?

- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Uncertainty - The high risk and uncertainty in changing to a regional water entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer

Ngā Taikura Taiao o Tūwharetoa acknowledges the opportunity to provide feedback on the proposal for Taupō District Council to become a limited shareholder in Waikato Water, solely for the purpose of procuring shared services, and only if the negotiated benefits outweigh the costs of shareholding.

As kaitiaki for the environment and the wai of our rohe, we are guided by the principles of kaitiakitanga, mana whakahaere, and the enduring relationship of Ngāti Tūwharetoa with our water bodies. We recognise the need for efficiency and collaboration, but these must never come at the expense of our responsibilities or our rangatiratanga.

We can support the Council's involvement as a limited shareholder under the following conditions:

The Council must retain full ownership and decision-making authority over Taupō's water assets. Any arrangement must not diminish the ability of Ngā Taikura Taiao o Tūwharetoa to exercise our kaitiaki responsibilities and uphold the mana of our wai.

Participation should proceed only where there is clear, transparent evidence that the benefits—such as cost savings, improved service delivery, or access to expertise—outweigh the costs and any potential risks.

Any shared services arrangement must include robust mechanisms for ongoing partnership and engagement with Ngā Taikura Taiao o Tūwharetoa, ensuring our perspectives and mātauranga are embedded in all water management decisions.

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The arrangement should be subject to regular review, with Ngā Taikura Taiao o Tūwharetoa involved in all assessments to ensure the partnership continues to serve the best interests of our people, our environment, and future generations.

Ngā Taikura Taiao o Tūwharetoa supports a cautious and considered approach to regional collaboration. We endorse Taupō District Council becoming a limited shareholder in Waikato Water for shared services only if it is demonstrably beneficial, protects local control, and upholds our role as kaitiaki. We look forward to continued partnership and meaningful engagement as these important decisions are made.

Comments

Tēnā koutou,

Ngā Taikura Taiao o Tūwharetoa is a group formed with one common purpose: the succession of our iwi and our taiao. As a taiao-focused collective of rangatahi, we are passionate about ensuring the wellbeing of our environment and the future of Ngāti Tūwharetoa. Our commitment is to protect, enhance, and sustain our natural resources so that our people and our taiao thrive for generations to come.

We welcome the opportunity to provide feedback on the future delivery of water services in the Taupō District, as outlined in the Local Water Done Well reforms. As kaitiaki for the wai and taiao of our rohe, our responsibilities to protect, enhance, and sustain our water resources are enduring and non-negotiable. The decisions made now will shape the health and wellbeing of our people, our environment, and future generations.

Our priorities for water service delivery are clear:

- Upholding kaitiakitanga by ensuring the mauri of our wai is protected and enhanced
- Honouring Te Tiriti o Waitangi through genuine partnership and shared decision-making
- Retaining local control and accountability over water assets and services
- Embedding Tūwharetoa tikanga and mātauranga Māori in all aspects of water management
- Supporting opportunities for iwi participation, capability building, and employment

After careful consideration of the three options presented, Ngā Taikura Taiao o Tūwharetoa supports Option 1 – keeping water services inhouse for now, provided there is a genuine and formalised partnership with Tūwharetoa at every level of governance and decision-making. We believe this option best supports our aspirations for kaitiakitanga, partnership, and local control. We urge the Council to commit to co-designing governance and operational arrangements with Tūwharetoa, ensuring our iwi are at the table for all future decisions about water in our rohe. We also support the two-year review, with a formal process for Tūwharetoa input before any future changes are considered.

Regarding the proposal for Taupō District Council to become a limited shareholder in Waikato Water, solely for the purpose of procuring shared services and only if the negotiated benefits outweigh the costs, we can support this approach with the following conditions:

- The Council must retain full ownership and decision-making authority over Taupō's water assets. Any arrangement must not diminish the ability of Ngā Taikura Taiao o Tūwharetoa to exercise our kaitiaki responsibilities and uphold the mana of our wai.
- Participation should proceed only where there is clear, transparent evidence that the benefits—such as cost savings, improved service delivery, or access to expertise—outweigh the costs and any potential risks.

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May 2025

- Any shared services arrangement must include robust mechanisms for ongoing partnership and engagement with Ngā Taikura Taiao o Tūwharetoa, ensuring our perspectives and mātauranga are embedded in all water management decisions.
- The arrangement should be subject to regular review, with Ngā Taikura Taiao o Tūwharetoa involved in all assessments to ensure the partnership continues to serve the best interests of our people, our environment, and future generations.

In summary, Ngā Taikura Taiao o Tūwharetoa supports a cautious and considered approach to regional collaboration. We endorse Taupō District Council becoming a limited shareholder in Waikato Water for shared services only if it is demonstrably beneficial, protects local control, and upholds our role as kaitiaki.

We look forward to ongoing partnership and meaningful engagement as these important decisions are made for the future of our wai and our community.

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account

Which of these are you most concerned about?

- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Privatisation - Possible future privatisation of our water infrastructure
- Uncertainty - The high risk and uncertainty in changing to a regional water entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer

Comments

Tēnā koutou,

Ngā Taikura Taiao o Tūwharetoa is a group formed with one common purpose: Te Taiao o Tūwharetoa. As a taiao-focused collective of rangatahi, we are passionate about ensuring the wellbeing of our environment and the future of Ngāti Tūwharetoa. Our commitment is to protect, enhance, and sustain our natural resources so that our people and our taiao thrive for generations to come.

We welcome the opportunity to provide feedback on the future delivery of water services in the Taupō District, as outlined in the Local Water Done Well reforms. As kaitiaki for the wai and taiao of our rohe, our responsibilities to protect, enhance, and sustain our water resources are enduring and non-negotiable. The decisions made now will shape the health and wellbeing of our people, our environment, and future generations.

Our priorities for water service delivery are clear:

- Upholding kaitiakitanga by ensuring the mauri of our wai is protected and enhanced
- Honouring Te Tiriti o Waitangi through genuine partnership and shared decision-making
- Retaining local control and accountability over water assets and services
- Embedding Tūwharetoa tikanga and mātauranga Māori in all aspects of water management

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- **Supporting opportunities for iwi participation, capability building, and employment**

After careful consideration of the three options presented, Ngā Taikura Taiao o Tūwharetoa supports Option 1 – keeping water services inhouse for now, provided there is a genuine and formalised partnership with Tūwharetoa at every level of governance and decision-making. We believe this option best supports our aspirations for kaitiakitanga, partnership, and local control. We urge the Council to commit to co-designing governance and operational arrangements with Tūwharetoa, ensuring our iwi are at the table for all future decisions about water in our rohe. We also support the two-year review, with a formal process for Tūwharetoa input before any future changes are considered.

Regarding the proposal for Taupō District Council to become a limited shareholder in Waikato Water, solely for the purpose of procuring shared services and only if the negotiated benefits outweigh the costs, we can support this approach with the following conditions:

- The Council in partnership with Ngāti Tūwharetoa must retain full ownership and decision-making authority over Taupō's water assets. Any arrangement must not diminish the ability of Ngāti Tūwharetoa to exercise our kaitiaki responsibilities and uphold the mana of our wai.
- Participation should proceed only where there is clear, transparent evidence that the benefits- such as cost savings, improved service delivery, or access to expertise- outweigh the costs and any potential risks.
- Any shared services arrangement must include robust mechanisms for ongoing partnership and engagement with Ngāti Tūwharetoa, ensuring our perspectives and mātauranga are embedded in all water management decisions.
- The arrangement should be subject to regular review, with Ngāti Tūwharetoa involved in all assessments to ensure the partnership continues to serve the best interests of our people, our environment, and future generations.

In summary, Ngā Taikura Taiao o Tūwharetoa supports a cautious and considered approach to regional collaboration. We endorse Taupō District Council becoming a limited shareholder in Waikato Water for shared services only if it is demonstrably beneficial, protects local control, and upholds Ngāti Tūwharetoa's role as kaitiaki.

Local Water Done Well Consultation
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May 2025

Submitter Number: 202

Full Name: Annika Hamilton
Organisation: Waikato Regional Council
Suburb: Not Applicable
Wish to speak to the submission: Not Stated

**Local Water Done Well Consultation
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May 2025

File No: 01 12 255
Document No: 31980365
Enquiries to: Annika Hamilton

21 May 2025

Julie Gardyne
Chief Executive
Taupō District Council
30 Tongariro Street
Taupo 3330



Private Bag 3038
Waikato Mail Centre
Hamilton 3240
New Zealand

waikatoregion.govt.nz
0800 800 401

Dear Julie

Submission from Waikato Regional Council to Taupō District Council's Our Water, Our Future consultation

Thank you for the opportunity to submit on Taupō District Council's Our Water, Our Future consultation. Please find attached the Waikato Regional Council's submission regarding the consultation. The submission has been signed under delegated authority by the Chair and Chief Executive of Waikato Regional Council.

Should you have any queries regarding the content of the submission, please contact Annika Hamilton, Senior Corporate Planner, Corporate Planning directly on 07 859 0990 or by email Annika.hamilton@waikatoregion.govt.nz.

Yours faithfully

Pamela Storey
Chair

Chris McLay
Chief Executive

He taiao mauriora ▲ **Healthy environment**

He hāpori hihiri ▲ **Vibrant communities**

He āhanga pakari ▲ **Strong economy**

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Submission from Waikato Regional Council to Taupō District Council's Our Water, Our Future consultation**Introduction**

1. WRC appreciates the opportunity to make a submission to Taupō District Council's Our Water, Our Future consultation.
2. WRC acknowledges the close collegial working relationship shared between our two councils, as well as our councils' shared economic and infrastructure goals, which we seek to achieve through ongoing collaboration with the region's other local authorities, iwi, the private sector, and central government. Collaboration on regional solutions will enable growth and strengthen economic resilience, paying dividends in a manner that seamlessly disregards administrative boundaries.
3. Significant growth pressures, and a changing climate are also necessitating collaboration in how we allocate our resources to optimise the wellbeing of our communities. As we respond to these challenges and changes, we look forward to exploring further opportunities for synergies to improve outcomes for our region.

Future for waters

4. WRC recognises the importance of addressing the key challenges behind New Zealand water infrastructure and local government funding. We support an approach to water services that is safe, compliant, reliable, environmentally resilient, and cost efficient.
5. We also support a solution that will enable growth and development within the region, whilst addressing the critical need for future-focused infrastructure.
6. Through our strategic direction, we are prioritising work to achieve clean water and healthy ecosystems that meet iwi aspirations and community needs within environmental limits. This recognises our obligations under *Te Ture Whaimana o Te Awa o Waikato* – the Vision and Strategy for the Waikato River. We advocate for Waikato territorial authorities to implement water services delivery plans that will support our work in improving the health of our region's waterbodies and freshwater ecosystems, for future generations.
7. We also encourage continued collaboration between our councils to ensure alignment with our council's integrated catchment management activities and our responsibilities to provide sustainable flood protection and drainage services to the Waikato region.

Doc # 31980365

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May 2025

Submitter Number: 203

Full Name: Keith McConnell

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: Not Stated

203

Consultation Water done well

Submitted by



Option one if adopted would be the minimal change option.

If adopted what would the review criteria be in 2 years e.g. how does the Taupo system compare with the Waikato Water System and what efficiencies have been achieved by Waikato Water?

If Option One is pursued why is the one bill from council such an attractive benefit? Billing for water service costs should be separated from the existing rated account.

A user pays system should be adopted, high users should pay for the full cost of the water they use

What are the estimated establishment cost for Waikato Water?

What would the anticipated 30 percent shareholding of Waikato Water cost?

What is the estimated cost of a shareholder of limited capacity in Waikato Water?

What would be the specialist services (procurement and shared services) that could be gained through a limited capacity shareholding?

Will Taupo District Council incur additional costs retaining the service as an inhouse business unit?

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Local Water Done Well Consultation
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May 2025

Submitter Number: 204**Full Name:** Chris Morris**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** Not Stated

204

From: [REDACTED]
Sent: Friday, 23 May 2025 7:29 pm
To: Local Water Done Well
Subject: Our Water Submission

Categories: Emailed to see if they want to speak at hearing

Caution: This email originated from outside of the organisation. Do not click links, open attachments, or respond unless you recognise the sender and know the content is safe.

You don't often get email from c_morris@xtra.co.nz. [Learn why this is important](#)

I support Option 3 with financial separation from the council for the future water services. That way, future decisions on issues like capital development and maintenance are made on financial, not political grounds. There has not been a good record of council decisions on infrastructure with high work deferred because of some councillors having pet projects that are of little benefit to the ratepayer. Wellington is a very good example of poor decision-making of council on infrastructure. Though there may be protests that Taupo is not dysfunctional like Wellington, which is correct, the present council cannot bind future council or the officials to competency. Council staff are a bigger threat than councillors as the former are unaccountable. Because of that, I do not support Option 1. Option 2 means that Taupo may have to subsidise other councils and their infrastructure shortcomings. There is also the problem that Taupo would have no significant influence over voting, with Hamilton swamping decision making. That only leaves Option 3 where decision-making and financial accountability are outside the direct control of the council or its staff. That way, Taupo ratepayers can have some confidence that there will be some financial discipline to the activities undertaken by the new water services organisation.

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Local Water Done Well Consultation
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May 2025

Submitter Number: 205

Full Name: Lakmini Herath
Organisation: Ngati Tahu-Ngati Whaoa Runanga Trust
Suburb: Not Applicable
Wish to speak to the submission: Not Stated

**Local Water Done Well Consultation
Full submissions**

May 2025



ENVIRONMENTAL DIVISION
Ngati Tahu-Ngati Whaoa Runanga Trust
Waiootapu Office
PO Box 162, Reporoa 3060

Mob: (021) 02422765
Email: lakmini@tahu-whaoa.com

Taupo District Council,
26 May 2025

Submission on the Taupo Local Water Done Well Consultation Document**INTRODUCTION**

1. Please accept this submission on behalf of the Ngati Tahu-Ngati Whaoa Runanga Trust (the Runanga) which refers to the Taupo Local Water Done Well Consultation Document.
2. When Ngati Tahu-Ngati Whaoa Runanga Trust refers to "iwi" in this submission it means the people of Ngati Tahu-Ngati Whaoa
3. The Ngati Tahu-Ngati Whaoa Runanga Trust is the mandated iwi authority for the Ngati Tahu-Ngati Whaoa people
4. From Te Waiheke o Huka (Huka Falls) to the south, we extend east to our pouwhenua at Ngapuketerua beyond the Rangitaiki River, then northward across the plains of Kaingaroa to Wairapukao and further on to Pekepeke. From here we extend to our northern pouwhenua at Maunga Kakarama, turning west to the Paeroa Range and on to Orakei Korako on the banks of the Waikato River, the birthplace and principal papakainga of Ngati Tahu-Ngati Whaoa. From Orakei Korako we extend further west to Pohaturoa, an ancient pa site. These are the pouwhenua, the geographical marker points that describe the rohe in which Ngati Tahu-Ngati Whaoa is recognised as an iwi with mana whenua
5. Ngati Tahu-Ngati Whaoa is an affiliate to Te Arawa River Iwi Trust which is a Post-Settlement Governance Entity formed in relation to the Ngati Tuwharetoa, Raukawa and Te Arawa River Iwi Act 2010.
6. Ngati Tahu-Ngati Whaoa is also an affiliate to Te Pumautanga Trust which is another Post-Settlement Governance Entity formed in relation to the Affiliate Te Arawa Iwi and Hapu Claims Settlement Act 2008.

SCOPE AND PURPOSE OF THIS SUBMISSION**Ka ora te iwi – Ka ora te tangata**

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ENVIRONMENTAL DIVISION
Ngati Tahu-Ngati Whaoa Runanga Trust
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PO Box 162, Reporoa 3060

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This submission provides feedback on the document provided by Taupo District Council. We do not address all topics in the document, we have outlined our comments below, considering the three proposed options.

Option 01: Keep water services inhouse for now

Runanga Concerns:

If TDC remains in-house, it is intended that its involvement with Waikato Water will be minimal. But retaining water services within the Taupo District Council should ensure that the iwi's kaitiaki responsibilities, cultural values, and interests are fully represented through the Accord relationship.

Option 02: Join Waikato Water – a multi council-controlled water organization

Runanga Concerns:

The establishment of a regional water entity under Option 2 raises concerns about governance and decision-making, with the Waikato Water Board assuming authority over key decisions. These risks diminish our control over assets and may limit our capacity to influence water management within our Rohe. The shift to a regional model could undermine the effectiveness of iwi participation. Furthermore, the proposed changes may disrupt existing co-management arrangements and weaken established partnerships, creating a potential disconnect between the iwi and the regional water entity due to differing regional interests and priorities.

Option 03: Establish a single Taupo District Council -controlled organization

Runanga Concerns:

Runanga believes that if TDC forms a local CCO, there is no accountability to the Accords. Therefore, should Taupo proceed with this model, the council will need to strike a balance between achieving operational efficiency and maintaining accountability, while ensuring that water services remain accessible, equitable, and responsive to local needs.

The iwi's role as kaitiaki (guardians) requires active participation in environmental stewardship, which could be hindered by a centralized model, limiting their ability to effectively engage in environmental management.

Further Concerns:

Our Accords are with Councils and not the CCO and are relevant to all 3 options. Therefore, anything less would be a breach our Settlement – how will TDC manage this?

Ka ora te iwi – Ka ora te tangata

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If (or when) TDC joins Waikato Water, TDC will have the same issue so how are TDC proposing to manage this for all 3 options? How will an integration plan be developed, and how will TDC involve Iwi during planning?

An example of our iwi being able to participate in 3 waters discussions is where we rate the development of a new wastewater plant in the northern area of Taupo as a priority due to the risk of infrastructure failure on the river. We note in the Longterm Plan that exploring options to address this is planned however a Council owned or Multi-Council CCO may not weight this as a priority.

New wastewater infrastructure meets the demand of population growth; How is TDC going to manage these costs? What is TDC's long-term Solution?

Ngati Tahu Ngati Whaoa has 3 marae within the TDC region. These marae do not have council supply, and neither do many homes within our rohe. There will be a huge cost to bringing our marae and homes up to regulation. The lack of infrastructure also restricts economic growth.

The Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010 reflects the Iwi's rights and responsibilities in relation to the health and well-being of the Waikato River. This Act recognizes the cultural, spiritual, historical, and economic significance of the river to the Iwi. It acknowledges their ongoing relationship with the river and their role in its governance and protection. Therefore, the proposed water legislation must respect the provisions of the Act.

Naku noa, na

Lakmini Herath
Kaimātanga / Environmental Specialist
Ngati Tahu-Ngati Whaoa Runanga Trust

Ka ora te iwi – Ka ora te tangata

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Submitter Number: 206

Full Name: Brian & Janis Pearson
Organisation:
Suburb: Not Applicable
Wish to speak to the submission: Not Stated

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Sent: Monday, 26 May 2025 9:51 am
To: Local Water Done Well
Subject: Water services reform.
Categories: Emailed to see if they want to speak at hearing

Caution: This email originated from outside of the organisation. Do not click links, open attachments, or respond unless you recognise the sender and know the content is safe.

You don't often get email from brian.npearson@gmail.com. [Learn why this is important](#)

We support Councils preferred option to keep the service in house
We consider the advantages of this option outweigh to disadvantages.
We think by retaining inhouse staff that have experience, local knowledge and commitment would provide the best service for our community.

Regards

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Submitter Number: 207**Full Name:** Robyn Webber**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Debt – Increasing levels of debt
- Privatisation - Possible future privatisation of our water infrastructure

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer

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May 2025

Submitter Number: 208**Full Name:** Kaydon Rakei**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Local voice - Our local voice and priorities will be lost in a large regional entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer

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May 2025

Submitter Number: 209

Full Name: Andrew Webber

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Local voice - Our local voice and priorities will be lost in a large regional entity
- Privatisation - Possible future privatisation of our water infrastructure
- Uncertainty - The high risk and uncertainty in changing to a regional water entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

No

Please explain your answer

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Submitter Number: 210

Full Name: Chris Baddeley

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Inequitable - That our community will pay for infrastructure in other districts
- Local voice - Our local voice and priorities will be lost in a large regional entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

No

Please explain your answer

Comments

It is important that amalgamation with Waikato Water is robustly rejected, now and in the future.

This is because the delivery of water services, has been ratepayer funded at considerable cost over time and is in a strong position.

Future upgrades should be funded by developers via development contributions.

Option One should not lead to political expediency and contrition at the time of review in two years time. Big is not necessarily better, and the long term objective of Waikato Water are unknown, unclear and need to be treated with utmost caution.

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Submitter Number: 211**Full Name:** Mark Gatehell**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Inequitable - That our community will pay for infrastructure in other districts
- Privatisation - Possible future privatisation of our water infrastructure

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer**Comments****We need great water facilities in Kinloch and it needs to be kept in local hands**

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Submitter Number: 212**Full Name:** Iain MacKay**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Mangakino, Whakamaru and Ātiamuri

Which of these do you most agree with, or consider to be most important?

- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Privatisation - Possible future privatisation of our water infrastructure
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

No

Please explain your answer**Comments**

No sustainability option the Taupo waste water plant is unsustainable and dangerously outdated. The digestors are the only item of plant that captures methane.

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Submitter Number: 213

Full Name: Amon Deucher

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Debt – Increasing levels of debt
- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Inequitable - That our community will pay for infrastructure in other districts
- Jobs - Possible impact on local jobs
- Local voice - Our local voice and priorities will be lost in a large regional entity
- Privatisation - Possible future privatisation of our water infrastructure
- Skilled workforce- That our district can attract and retain the required skilled workforce to continue providing quality water services
- Uncertainty - The high risk and uncertainty in changing to a regional water entity
- Under investment - Under-investment in water assets due to political influence

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer

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Submitter Number: 214

Full Name: Tredegar Hall
Organisation: Te Hikuwai o Tūwharetoa
Suburb: Not Applicable
Wish to speak to the submission: No

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Te Hikuwai o Tūwharetoa Submission

Taupō District Waters Local Waters Done well consultation 2025

Ngā kōrero timatanga | Introduction

With the change of central government in 2024 and the movement from 3 Waters/Taumata Arowai to Local Water Done Well, TDC is now consulting on the new piece of legislation designed to improve water services outcomes. Water services include drinking water, wastewater, and storm water.

TDC has undertaken their own analysis and diligence and identified the following options for their consultation:

1. Option One: Keep water services in-house for now (preferred option)
2. Option Two: Join Waikato Water, a regional water entity
3. Option Three: Establish a single Taupō District Council-controlled organization

The submission provides a high-level response to TDC Local Waters Done Well consultation as a continuation of the positions identified in the Waikato Awa CIA Part 1 2024 on behalf of Hapū.

We collectively acknowledge TDC for this opportunity to provide feedback on this consultation and look forward to future co management and co designs opportunities for policy and projects such as this in the future.

Te pūtake o tenei kōrero | The origins of this submission

district known as Te Hikuwai o Tūwharetoa (Te Hikuwai) partnered with the Taupō District Council (TDC) and Mercury Energy to undertake a Cultural Impact Assessment (CIA) of the Waikato Awa (Waikato Awa). On 01 February 2024, the Waikato Awa CIA Part 1 was delivered to TDC & Mercury in response to two activities: the renewal of the Control Gates and the Taupō Wastewater Treatment Plant (TWWNTP). The TWWNTP is at full capacity, and the control gates hold the three water infrastructures connecting the TWWNTP to Rangatira whenua and residences across the awa. Both activities have significant current impacts on the Awa as a Taonga Tuku Iho o Tūwharetoa as well as the Mana Whakahere and Kaitiakitanga o ngā hapū o Te Hikuwai. The CIA is both a current assessment of these impacts and also a future development framework of values and principles for guiding future decision-making to resolve these issues through the design and operation of culturally appropriate infrastructure, which is mātauranga-led, Te Tiriti-driven, and taiao-positive.

The contents of the Waikato Awa CIA are to be reflected in TDC's approach to future wastewater and water management as well as guide operations and decision-making of current wastewater infrastructure. It should also be utilised [\[MW1\]](#) as a key resource (akin to a Te Mana o te Wai statement) to inform spatial planning and future growth in recognition that the key responsibilities for urban planning of TDC should not sit in isolation of each other. We note that all documents, statements, and predeveloped positions on behalf of iwi & hapū must be accompanied by the appropriate engagement with tangata whenua.

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Ngā kōrero whakarapopoto | Executive summary

The future planning and water infrastructure in Taupō require the Crown, through the NZ government and its local authority (TDC), as partners with iwi Māori (in this local context, Tūwharetoa and its entities, Ngā Hapū o Te Hikuwai o Tūwharetoa), to work together to determine better outcomes for protecting wai for future generations. This can be achieved through understanding and imbedding Tūwharetoa tikanga, mātauranga, history, and local context into planning and policy.

With respect to the Local Waters Done Well consultation, we ask for the council to achieve positive Taiao and community outcomes for our Taonga across all options sought. Through partnership with our collective hapū, iwi entities, and the community, this can be achieved by utilising the Te Mana o Wai hierarchy, the positions of the Waikato Awa CIA, existing Iwi/Hapū planning documents, and legislative requirements.

To that end, this submission provides insight into high-level Te Hikuwai positions regarding Local Waters Done. These positions are to be applied to all options.

1. Whakapapa o ngā wai o Tūwharetoa

Protecting the mauri of our tūpuna awa remains an unwavering priority as we look to the health of our waterways as an indicator for how well we are enacting our kaitiakitanga. In protecting our waters, we recognise both the power and vulnerability of the mauri of the Taupō waters and how susceptible they are to human activity, exploration and extraction.

Derived from the values frameworks of the Waikato Awa CIA, Tūwharetoa whakapapa inextricably links iwi, hapū, and whanau to the life-giving water of Taupō nui a Tia, Waikato awa, and the many puna and repo associated with these tupuna wai. These water bodies are the recipient of the municipal infrastructure for drinking water intake and the receiver of wastewater spills through infrastructure failure or storm weather events. Early planning and design of the water's infrastructure in Taupō was based solely on a Western worldview of the environment and construction methodology. It did not consider whakapapa or protection of the mauri of the environment for future generations.

A key message from the Waikato Awa CIA was "our moana (lake) is more than a battery, and our awa (river/s) is more than a drain." This message seeks that we as a community living next to these taonga change our relationship with them by changing the way we view, interact and manage the infrastructure extracting them for our benefit, which is ultimately a reflection of a need to change our behaviour.

On this basis, this submission acknowledges that water infrastructure requires improvements and a different way of management and policy that is Taiao positive and driven by Tūwharetoa mātauranga and tikanga. A shift is required in our relationship to wai so it honours the life-giving properties of wai to sustain abundant life and a prosperous community, who, in turn, are all responsible for restoring and protecting the health and wellbeing of our wai and all it embraces, for future generations to come.¹ Through the values base and principles of te ao Tūwharetoa

¹ Adaption from Te Ture Whaimana o Te Awa o Waikato (Vision & Strategy). Waikato River Authority.

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values, which us the foundation of our existing settlement arrangements, such as Te Ture Whaimana this can be achieved.

Whether water infrastructure is housed internally, is part of a wider regional collective, or separate company managed by TDC, improved climate change response infrastructure is a necessary step for the future of our district.

Toitū te oranga whanui o Tūwharetoa

We acknowledge managing, maintaining, upgrading, and redeveloping infrastructure systems with modern, efficient technology designed on tangata whenua values has costs associated with it. Toitū te oranga whanui o Tūwharetoa is a principle that acknowledges that well-being is both an individual and collective responsibility. The design of infrastructure and its ability to influence human behaviour and therefore attitude towards the Taiao and each other is an important consideration for the future management and design of this infrastructure.

Throughout the CIA, TDC, and other processes, participants heard about the barriers affecting iwi in accessing health, housing, transport, and health. The financial mechanisms for managing this infrastructure must be balanced on those who are most vulnerable in our community when considering property rates and water rating financial mechanisms. Ideally, what the community could be committed to funding these fundamental pieces of infrastructure should be relative to their means so that those who are already struggling are not further negatively impacted.

Whether internally housed or external, TDC or the future management entity may want to take this as an opportunity to explore reassessing the financial modelling and applying an equity lens to its function.

Rangatiratanga - Mana Whakahaere

We will always remain active, persistent, and present in our protection of all waters of Tūwharetoa. It is from these waters that we draw our strength, purpose, and commitment in the knowledge that, in upholding the mana of our awa, we uphold our mana as Te Hikuwai.

Mana ki te mana | Leaders working together

The concept of co-design should apply as a fundamental approach to guide project planning. It is recognised as a core component of strong and enduring relationships between Te Hikuwai and TDC. Supporting participation to enable co-designed planning and options that reflect the tikanga and mātauranga of Tūwharetoa will be essential to achieve improved decision-making that serves and future-proofs the needs of the community.

As a Te Tiriti partner, TDC is expected to support hapū- and Ahu Whenua-driven solutions, which means actively reducing inequities through fairer planning policies. Tangata Whenua and Te Hikuwai Ahu Whenua Trusts have a critical role to play in holistic planning and ensuring their people and community are cared for. Council and other local businesses and authorities should be prioritising Tangata Whenua solutions—particularly when addressing issues specific to Tangata Whenua well-being.

The future of Taupō's development as a township and district needs to be holistically integrated. Tūwharetoa, through our iwi entities, hapū, and ahu whenua land trusts, plays an important role in development planning and design. Specifically in future urban expansion around the township. As we heard in the hui for the CIA, a lot of the Tūwharetoa ahu whenua trusts are land rich but

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capital poor. Most of the lands surrounding the town centre are Māori-owned, which provides very important opportunities for TDC, in the spirit of Tiriti partnership, to play for a mātauranga-led, Te Tiriti-driven, and Taiao-positive future. No more Māori land should ever be lost or sold in the name of development. This then provides an opportunity for alternative means of finance and rating for developments on Māori land, which would serve the whole community, enable greater access to fundamental services, and also grow tangata whenua values and connected communities. The future of 3 waters infrastructure could be housed on Māori land.

Whaia ngā ara o ngā tupuna | Co design land-based application

At a principled level, Te Hikuwai o Tūwharetoa is supportive of land-based applications that are based on a co-developed set of parameters between Iwi & Council. This must include the protection of our cultural sites and taonga and be considered a holistic landscape approach. Interconnectivity between sites of significance, key indigenous environments, and the knowledge and histories they hold is an important component in any future planning. The risk is that these knowledges and the future of these special places become disconnected and isolated from each other and from the people who connect to and protect them.

Opportunities through this position as they relate to all 3 options identified by TDC. Not too dissimilar to the Te Mana o te Wai—national policy statement for freshwater hierarchy the right of the wai to go to the wai, the second is the right to human well-being, and the third is for commercial use.

Partnering with iwi to develop long-term spatial planning solutions for the town and district. This requires an integrated view and is fundamentally important for the future of the district.

Kaitiakitanga

The responsibility sits with us to ensure that we are resolute in our protection of the mauri of the Awa as it travels on to our river whanaunga.

Tiakinga ngā taonga tuku iho | Project the mauri of our wai

We support an approach to wastewater treatment that centres the importance of mauri restoration. Enabling Papatūānuku and her healing abilities as a process of mauri restoration should be prioritized. To do so safely requires an approach that gives equal weight to the technical and cultural capabilities of the land and systems.

We promote interconnectivity between infrastructure planning to avoid “piecemeal” approaches of the past. Pressures to provide increased housing to accommodate future population projections require innovative solutions that should not exceed existing urban limits without a clear strategy for sustainable and supported growth. Inappropriate and poorly located developments, which often attract further inappropriate development, have cumulative adverse effects on the spiritual and cultural well-being of Te Hikuwai o Tūwharetoa.

Infrastructure planning needs to consider the impact on adjacent whenua especially undeveloped Māori land.

Tiaki te hā o Tauhara | Reduce carbon emissions

Te Hikuwai o Tūwharetoa is committed to a significant reduction in greenhouse gas emissions as a key outcome. There should be a significant shift in investment away from car reliant

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transport towards the main urban centres, considering mass transit low-carbon modes including bus, cycling, and walking.

Whakatika te upoko kia whai i te kōrero, kia tutuki ai te mahinga tahi | Connecting on experience to work together

The demand for engagement with Te Hikuwai o Tūwharetoa is significant. It is the expectation that TDC should initiate all engagement with a genuine commitment to early and responsive (and with appropriate resourcing to support effective) Te Tiriti-based processes. While this CIA should in no way replace kānohi ki te kānohi engagement, there is an expectation that TDC share internally the outcomes of this process for the sake of efficient future engagements across TDC projects and planning.

Mahi ki te mahi | Expertise working together

We seek future wastewater solutions that are developed under a Te Tiriti co-design framework between Te Hikuwai o Tūwharetoa and TDC to ensure a collaborative partnership approach at all stages of planning and decision-making. This would involve adequate resource and capacity support in order for the cultural parameters of future schemes to be developed following an Iwi/Hapū process.

To support the active participation and engagement of Te Hikuwai o Tūwharetoa, it is important that TDC and Mercury work together and ensure alignment of their projects to reduce the time and resource pressures on Mana Whenua. This will require careful collaboration to ensure that things don't 'fall through the gaps.' Establishing a project working group with representation from TDC with resourced positions for Te Hikuwai. A communications protocol could be developed for both organisations, for example.

Any options or considerations must be driven by Tikanga and Mātauranga Tūwharetoa.

The well-being of the community and Taiao needs to be at the centre of all decision-making.

Whai mohio te katoa | Whole of system approach

The current pipes attached to the control gates bridge remain highly offensive—this is a position we have voiced repeatedly by Tūwharetoa across many planning processes. We have an expectation that TDC will actively seek options to retire this conveyance route permanently in a safe and well-managed way—and in direct consultation with Te Hikuwai o Tūwharetoa.

It is important that TDC understand the impacts on Hapū, and the community caused by having wastewater cross the bridge so regularly. Addressing these impacts will require a whole-of-system/network approach, which could result in more localized living, significantly reducing the need to travel across the bridge if there were adequate services to service Hapū and community living on the rangatira side of the Awa, e.g., public transport, gym, supermarket, service station, wastewater, etc.

Options need to be equitable and centred on building sustainable holistic communities with the measures of success focused on looking after Tangata Whenua and reducing inequities across markers of health and well-being.

Te Mana o te wai | Hierarchy of obligations

Wastewater and stormwater management decision-making should be responsive to the aspirations of Iwi/Hapū/Whānau/Māori Trusts in a fair, equitable, and integrated way. For too

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long, commercial interests have been enabled at the cost of disabling the rights and interests of Mana Whenua developments. As a consequence, our lands and waters have suffered at the expense of economic growth. We believe there is a better way to address many of the current and future infrastructure pressures within Taupō in an integrated and future-focused way. Partnership and opportunities to co-design offers, in our minds, are the key changes needed to sustainably and safely protect our communities while supporting inevitable growth within our region. We look forward to the council convening a development and growth discussion with us, Māori land trusts, and individual hapū to understand our individual aspirations and to develop solutions for expanding infrastructure and services by the council.

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Submitter Number: 215

Full Name: Peter Shepherd
Organisation: Tūwharetoa Māori Trust Board
Suburb: Not Applicable
Wish to speak to the submission: Not Stated

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Submission by the Tūwharetoa Māori Trust Board
concerning the:

Taupō District Council Local Waters Done Well Options Consultation

30 May 2025

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INTRODUCTION

1. This submission is made by the Tūwharetoa Māori Trust Board (the **Trust Board**) in relation to the Taupō District Council (**Council**)- Local Water Done Well Options Consultation.
2. The Trust Board was established pursuant to the Māori Land Amendment Act 1924 and Māori Land Claims Adjustment Act 1926. The Trust Board later became a Māori Trust Board under the Māori Trust Boards Act 1955.¹
3. By Deeds with the Crown dated 28 August 1992 and 10 September 2007 the Trust Board is the legal owner of Taupō Waters. The term Taupō Waters refer to property including the bed, water column and air space of Lake Taupō and the Waihora, Waiāhā, Whanganui, Whareroa, Kuratau, Poutu, Waimarino, Tauranga-Taupō, Tongariro, Waipēhi, Waiotaka, Hinemaiaia and Waitahanui Rivers and the Waikato River, from the outlet of Lake Taupō to a place known as Te Toka a Tia, downstream and inclusive of the Huka Falls.
4. The Trust Board is also a party to the Waikato River Deed with the Crown dated 31 May 2010 (the **Waikato River Deed**). The Waikato River Deed was given legal effect through the Ngāti Tūwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010 (the **Upper Waikato River Act**). The Waikato River Deed provides that the Crown and the Trust Board agreed to enter into the Waikato River Deed in recognition of “the interests of Ngāti Tūwharetoa in the Waikato River and its catchment and in Taupō Waters and to provide for the participation of Ngāti Tūwharetoa in the co-governance and co-management arrangements in respect of the Waikato River”.²
5. The Trust Board’s relationship to Taupō Waters is unique; it holds legal title as trustee and acts as kaitiaki for Taupō Waters. These fiduciary responsibilities over Taupō Waters to present and future generations underpin all the activities and aspirations of the Trust Board.
6. The Trust Board is also:
 - a. Party to an existing Joint Management Agreement with the Taupō District Council;³ and
 - b. The Iwi authority for Ngāti Tūwharetoa for the purposes of the Resource Management Act 1991 (RMA).⁴

TŪWHARETOA AND IMPORTANCE OF WATER

7. Expressions of our intrinsic connection to Ngā wai o Tūwharetoa have been well documented through our iwi planning documents, Joint Management Agreement with Taupō District Council as well as reflected at a national level through legislation such as the National Policy Statement for Freshwater – Te Mana o te Wai. We continue to express our position through the participation in numerous planning and policy processes. They are repeated in this submission as they form our enduring position on water within our rohe.
8. Tūwharetoa hold Mana Whenua and kaitiakitanga over the Central North Island including the Lake Taupō Catchment and part of the Upper Waikato, Whanganui, Rangitikei and Rangitaiki Catchments.

¹ Māori Trust Boards Act 1955, refer section 10.

² Waikato River Deed, 31 May 2010, refer clause 8

³ Available at <https://www.taupodc.govt.nz/our-council/policies-plans-and-bylaws/joint-management-agreements/Documents/JointManagement-Agreement.pdf>

⁴ See <http://www.tkm.govt.nz/iwi/Ngāti-Tūwharetoa/>

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9. Ngāti Tūwharetoa are the descendants of Ngatoroirangi and Tia and other Tūpuna who have occupied the Taupō region since the arrival of the Te Arawa waka. Ngāti Tūwharetoa are linked by whakapapa to our lands and taonga. This connection establishes our mana whenua, kaitiakitanga, and rangatiratanga including our right to establish and maintain meaningful and sustainable relationships between whānau, hapū, marae and our taonga tuku iho.⁵
10. For Ngāti Tūwharetoa, water comes from the sacred pool of our ancestor, Io. Tāne entrusted the guardianship of all the waterways to Tangaroa while Tāwhirimātea was assigned the guardianship over the atmospheric forms of the water and the weather. These two guardians hold the mauri, the essential life forces, of these forms of water.
11. For Ngāti Tūwharetoa, our role in the Central North Island forms part of our ancestor, our earth mother Papatūānuku. The universe and atmosphere above and around us is our sky father, Ranginui. The geographical pinnacle of Papatūānuku, within our rohe is our maunga (mountains) including our esteemed ancestor, Tongariro. To the north of Tongariro lies our inland seas, Taupō and Rotoaira. Our mauri flows from our maunga and to the hinterlands via the Waikato, Whanganui and Rangitaiki. They link us directly with our neighbouring iwi.
12. This tangible natural water flow is necessary to nurture every form of life it encounters during its journey. It is the intangible interconnecting web that is the lifeblood of our whakapapa and enable the survival of our wellbeing and identity as iwi, hapū, marae, landowners and whānau. This way of looking at our fresh water highlights a truth we all acknowledge. Water is our lifeblood. Water is necessary for life. Water is us and we are the water.⁶
13. We have continued to exercise our customary rights and interests over all the waterways, waterbodies and tributaries in our rohe. Upholding our responsibilities as Mana Whenua and Kaitiaki requires us to remain present, active and visible in all discussions concerning wai management to ensure Te Mana o te Wai is preserved, restored and protected.

ACKNOWLEDGEMENT

14. The Trust Board thanks the Taupō District Council for the opportunity to provide feedback on the Local Waters Done Well Options Consultation.
15. This submission responds to the options identified as:
 - a) OPTION 1 – Keep water services inhouse for now
 - b) OPTION 2 - Join Multi-Council Controlled Organisation (Waikato Water)
 - c) OPTION 3 - Establish a single Council Controlled Organisation (Taupō Water)

⁵ Lake Rotoaira and Lake Taupō Forest Trusts and the Tūwharetoa Māori Trust Board (2011) *The Stewardship of Fresh Water – A Tūwharetoa Discussion Document*.

⁶ Tūwharetoa Māori Trust Board (2012) *Ngāti Tūwharetoa relationship with our ancestral waters*.

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SPECIFIC POINTS OF SUBMISSION

16. The Trust Board provides the following specific points of submission.

SUBMISSION POINT 1- OPTION 1- KEEP WATER SERVICES IN HOUSE

17. In the short term, we understand that the Taupō District Council intends to continue to manage and deliver water services in-house. While we acknowledge the importance of ensuring compliance with the Local Water Done Well legislation, we believe this option should be viewed as a transitional arrangement rather than a permanent solution.
18. This option provides an opportunity for Taupō District Council to enhance its internal capacity and governance structures before committing to a more expansive governance model. However, we believe that iwi and hapū participation must still be central, with ongoing engagement to ensure that our values are properly reflected and incorporated within water services management. If this option was selected, we believe it remains important for the Council to continue to explore collaboration with Waikato Water for shared services procurement, while retaining the opportunity to move to a more integrated governance structure in the future.
19. We stress the importance for Council's water management practices to align with Te Mana o te Wai, irrespective of the option selected. Our view remains that Te Mana o te Wai reflects the fundamental connection of iwi and hapū to water, and ensures that Council's water management decisions prioritise the health and wellbeing of water bodies in the delivery of water services to the community of the Taupō District.
20. Iwi and Hapū Participation:
- a) Direct engagement with iwi and hapū on water management decisions to ensure our values and rights are upheld including through the expression of Te Mana o Te Wai.
 - b) Cultural impact assessments for significant decisions, especially within the existing in-house model, to ensure iwi and hapū interests are protected.
 - c) Exploration of ways to integrate mātauranga Māori (traditional knowledge) into water management systems to reflect the cultural and environmental values of the district and the region.

**SUBMISSION POINT 2- OPTION 2: JOIN MULTI-COUNCIL CONTROLLED ORGANISATION
(Waikato Water) – Our Preferred Option**

21. We support the proposal for Taupō District Council to join the Waikato Water multi-council-controlled organisation, as this approach aligns with the broader vision for regional water governance and management. This is our preferred option.
22. The comments we make in relation to Te Mana o te Wai for Option 1 at paragraph 19 apply to Option 2, albeit the practical application of Te Mana o te Wai throughout the awa catchment would need to be worked through between the Waikato Water and the five Waikato and Waipā River Iwi and their constituent hapū at place

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23. The particular utility of Option 2 is that it enables Te Ture Whaimana o Te Awa o Waikato (The Vision and Strategy for the Waikato River) to serve as the framework to guide decisions concerning the Waikato River and its tributaries. Te Ture Whaimana is the strongest direction that Parliament has given in relation to any RMA planning document. It prevails over any inconsistent provision in a national policy statement and a national planning standard. We note also that any rule included in a regional or district plan to give effect to Te Ture Whaimana prevails over a national environmental standard or water conservation order issued under the RMA.
24. In our view, Te Ture Whaimana is binding on all decision-making bodies operating within the awa catchment, including local and regional authorities, water service providers, and any other entities involved in the management of water resources. By joining Waikato Water, Taupō District Council would also be required to ensure that the management of water services is consistent with Te Ture Whaimana. We think this would provide iwi and hapū with an important platform to inform water services governance, and align water management strategies in a way that is consistent with Te Ture Whaimana.
25. We recognise that not all the Councils water service infrastructure is located within the awa catchment. Our expectation, if Council elected Option 2, is that we would work with the Council and Waikato Water to set the equivalent framing for Taupō Moana based on the framing of the 'shared vision' in the draft Joint Management Agreement (JMA) that is currently being developed between Council and the Trust Board⁷.
26. Advantages of Option 2:
 - a) Alignment with Te Ture Whaimana: As part of the multi-council governance structure, Waikato Water would need to operate in a way that is consistent with Te Ture Whaimana. This ensures that decisions are made in a way that respects the rights and responsibilities of iwi, particularly in the management of freshwater and the Waikato awa.
 - b) Regional Collaboration: A multi-council approach allows for collaboration between the councils, providing greater capacity for addressing regional water challenges and achieving economies of scale in water infrastructure and service delivery.
 - c) Cultural Integrity: Waikato Water could integrate mātauranga Māori (traditional knowledge) into water management practices, ensuring that iwi and hapū cultural values are central in decision-making and water resource allocation.
 - d) Stronger iwi Māori Governance: Iwi and hapū should have guaranteed representation at a governance level within Waikato Water or potentially an iwi Māori advisory board to ensure effective participation in regional water governance decisions.

⁷ "Taupō Moana, the Upper Waikato River and their catchments are thriving and healthy, sustaining abundant life and prosperous communities who, in turn, are all responsible for restoring and protecting the health and wellbeing of those catchments, encompassing cultural, environmental, social, economic and spiritual factors, for future generations."

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27. Iwi and Hapū Participation: To ensure that iwi and hapū are meaningfully involved in Option 2, we propose:
- a) Māori representation on the board of Waikato Water or potentially through a māori advisory body that has the authority to provide advice and inform decision-making at a strategic level.
 - b) Partnership-based governance for significant decisions impacting Māori values, cultural integrity, and water quality, in alignment with Te Ture Whaimana and Te Mana o Te Wai.
 - c) Cultural impact assessments for major water-related decisions to ensure that any impacts on iwi and hapū values are understood and mitigated.
 - d) Monitoring and accountability mechanisms to ensure that the commitments made under Te Ture Whaimana are met and that iwi and hapū have a platform for holding Waikato Water accountable to its obligations.

SUBMISSION POINT 3-Option 3: ESTABLISH A COUNCIL-CONTROLLED ORGANISATION
(Taupō Water) – A Model with Particular Merit

28. While Option 2 remains our preferred choice, we also acknowledge the merit of Option 3, which involves the establishment of a single Council-Controlled Organisation (CCO) for Taupō District, known as Taupō Water. This option may offer advantages in maintaining local control over water services and ensuring that Taupō Water's governance is directly accountable to the local community, including iwi and hapū. Te Mana o te Wai must also underpin this model to ensure water management is aligned with iwi and hapū interests.
29. The comments we make in relation to Te Mana o te Wai for Option 1 at paragraph 19 apply to Option 3.
30. Advantages of Option 3:
- a) Local Accountability and Control: Taupō District Council would retain direct control over water services, enabling a more tailored approach to water management that reflects local iwi and hapū values including those tied to Te Mana o te Wai.
 - b) Council can direct the CCO to operate in accordance with the Vision and Strategy set out in Te Ture Whaimana and Te Mana o te Wai. Similarly, Council can direct a clearer path for Ngāti Tūwharetoa and other iwi and hapū to engage with water governance.
 - c) Council can elect to include direct Māori representation on the board of the CCO or could direct the establishment of a dedicated advisory body comprising of hapū to provide advice to the Board.
31. Iwi and Hapū Participation: To ensure iwi and hapū participation in Option 3, we propose:

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- a) Māori representation on the CCO board, ensuring that decisions related to water management are directly informed by iwi and hapū values and priorities.
- b) For key decisions related to the allocation of water, the protection of culturally significant areas, and the restoration of freshwater ecosystems, partnership-based governance mechanisms should be established to ensure iwi and hapū are fully involved in decision-making.
- c) Cultural Impact Assessments: As with Option 2, we recommend that cultural impact assessments be required before significant decisions are made, ensuring that water management decisions are consistent with iwi and hapū cultural imperatives.

CONCLUSION

- 32. After careful consideration and based on the information provided at this time, we support Option 2- Join Multi-Council Controlled Organisation (Waikato Water) as the preferred governance model, however we also recognise the merit of Option 3: Establish a single Council-Controlled Organisation (Taupō Water), particularly with regard to local control and accountability.
- 33. We also acknowledge, Option 1: Keep Water Services In-house, is a pragmatic approach and can be viewed as a possible interim model, while exploring opportunities for longer-term improvements.
- 34. It should be noted that the naming of Option 3- Taupō Water bears a striking resemblance to the legal definition identified in the Trust Boards Crown Deed arrangements. We believe there exists a real risk of creating confusion within the general community and suggest further consideration should be given to the renaming of this option in future communications.
- 35. For any further queries please contact Peter Shepherd, Natural Resource Manager, Tūwharetoa Māori Trust Board.

Nāku iti nei, nā



Peter Shepherd
Natural Resources Manager
Tūwharetoa Māori Trust Board
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M +64 21 974 652
P PO Box 87, Tūrangi, 3353
A 67 Horomatangi Street, Taupō

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**Local Water Done Well Consultation
Full submissions**

May 2025

Submitter Number: 216

Full Name: Anonymous Anonymous
Organisation:
Suburb: Not Applicable
Wish to speak to the submission: Not Stated

**LOCAL WATER DONE WELL CONSULTATION**

This year we all have a big decision to make about the future of our water services.

The government's Local Water Done Well reforms mean councils and their communities must carefully consider how water services should be delivered in the future. Taupo District Council has identified three options as the most feasible for our district and its people. We want to know what your priorities and preferred option is for water service delivery so we can take them into account when we make this significant decision.

The options being considered are:

OPTION 1 KEEP COUNCIL WATER SERVICES IN-HOUSE FOR NOW*
**Our Preferred Option*

Taupo District Council continues to deliver water services, and own and control water assets, with some changes to ensure compliance with Local Water Done Well legislation. We will also explore collaboration opportunities with Waikato Water as a limited shareholder, solely for the purpose of procuring shared services. We will review this position in two years.

OPTION 2 JOIN MULTI-COUNCIL CONTROLLED ORGANISATION (WAIKATO WATER)

Taupo District Council partners with neighbouring councils in the Waikato region to form a multi-council-owned and controlled water services organisation. Our local water assets will be transferred to it within five years. This new entity, Waikato Water, will be responsible for delivering water services to our community.

OPTION 3 ESTABLISH A SINGLE COUNCIL CONTROLLED ORGANISATION (TAUPO WATER)

A Taupo District Council-Controlled Organisation (CCO) would be established to manage and deliver water services. As the sole shareholder, the Council would have oversight and set strategic direction, while an independent professional board would govern the CCO and will be responsible for delivering water services to our community.

Privacy Statement

Submitters are advised that the information supplied in written submissions (including feedback as part of a public survey) may contain personal information within the meaning of the Privacy Act 2020. By taking part in this public submission process, submitters have agreed to any personal information which is contained in their submission being made available to the public as part of the consultation (or public survey) and decision-making process (submitter contact details will not be published to Council's website). All information collected will be held by Taupo District Council. Submitters have the right to access and correct personal information.

To read our full Privacy Statement on our website at www.taupo.govt.nz/privacy-policy

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**SUBMITTER DETAILS**

Are you submitting as an individual or as an organisation?

☐ Individual ☐ Organisation

First name: *

Last name: *

Email: *

Daytime Phone: *

Would you like to present your submission in person at a hearing?

☐ Yes
☐ I do NOT wish to speak in support of my submission and ask that the following submission be fully considered.

Which community area are you based in? (check box needed)

☐ Mangakino, Whakamaru and Atiamuri
☐ Western Bays (Omori, Kuratau, Pūkawa, Whareroa)
☐ Waikiki, Broadlands, River Road and surrounding rural areas
☐ Taupo (including Waitahanui, Acacia Bay, Māpara and Kinloch)
☐ Eastern Bays (Hākepe, Motutere, Motucapa, Tauranga-Taupo)
☐ Tiringi (including Tokaanu and Tongariro)
☐ Other

We have an important decision to make together about the future of our water services.

HAVE YOUR SAY

Via our website:
taupo.govt.nz/haveyoursay

Email your questions to:
localwaterdonewell@taupo.govt.nz

Or scan the QR code here



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OUR WATER OUR TUTURE



1. Which of these do you most agree with, or consider to be most important? Select up to three.
- ☒ Accountability - I want to be able to vote for the decision makers and hold them to account
 - ☐ Efficiency - A larger entity will be more efficient and able to share costs and risks collectively
 - ☐ Equitable service - All communities should receive equitable levels of water services
 - ☐ Independence - A water services entity that is independent from Taupō District Council is likely to make good decisions
 - ☐ Local touch - I want to be able to speak to someone locally when I have an issue with water
 - ☐ Our assets - We have invested in our water assets and we should keep control of them
 - ☒ Performance - Council does a good job of delivering water services and should continue doing so

2. Which of these are you most concerned about? Select up to three.
- ☒ Costs - Increasing cost of water services
 - ☒ Debt - Increasing levels of debt
 - ☐ Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
 - ☐ Inequitable - That our community will pay for infrastructure in other districts
 - ☐ Jobs - Possible impact on local jobs
 - ☒ Local voice - Our local voice and priorities will be lost in a larger regional entity
 - ☐ Privatisation - Possible future privatisation of our water infrastructure
 - ☐ Skilled workforce - That our district can attract and retain the required skilled workforce to continue providing quality water services
 - ☐ Uncertainty - The high risk and uncertainty in changing to a regional water entity
 - ☐ Under investment - Under-investment in water assets due to political influence

3. The option I prefer for future Water Services Delivery is:
- ☒ OPTION 1 - Keep water services inhouse for now
 - ☐ OPTION 2 - Join a Multi Council Controlled water organisation (Waikato Water)
 - ☐ OPTION 3 - Create a Single Council Controlled Organisation (CCO) - (Taupō Water)
 - ☐ Unsure / don't know

4. As part of the proposal outlined in Option One (keep water services inhouse), do you support Taupō District Council becoming a limited shareholder of Waikato Water, solely for the purpose of procuring shared services, and only if the negotiated benefits outweigh the cost of shareholding?
- ☐ Yes
 - ☒ No
 - ☐ Unsure

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Please Turn Over

OUR WATER OUR TUTURE



5. Any other comments you would like to make on our options to deliver water services in the future.

The waters that come from the Tohungaue Rd is chlorinated. I think the people in this area, should have a say about chlorination. 90% of the water goes to cattle, it seems an added unnecessary expense. I think it is important, for the users, to retain the right to make our views known.

I believe Councils should be encouraging homeowners to install water tanks, for water collection.

The cost of tank installation could be offset with a credit towards water rates to the home owner on the rates

Please return this survey to the TDC team at this event or scan or photograph it and email it to us at localwaterdonewell@taupo.govt.nz

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Local Water Done Well Consultation
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May 2025

Submitter Number: 217**Full Name:** Lawrence Parton**Organisation:****Suburb:** Not Applicable**Wish to speak to the submission:** No**Community area**

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Efficiencies - A larger entity will be more efficient and able to share costs and risks collectively
- Independence - A water services entity that is independent from Taupō District Council is likely to make good decisions
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them
- Performance - Council does a good job of delivering water services and should continue doing so

Which of these are you most concerned about?

- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Inequitable - That our community will pay for infrastructure in other districts
- Local voice - Our local voice and priorities will be lost in a large regional entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Yes

Please explain your answer**Comments**

Waikato Water should never be given a controlling interest in the provision of water to Taupo and local communities.

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Local Water Done Well Consultation
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Submitter Number: 218

Full Name: Karen Eagles

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account

Which of these are you most concerned about?

Comments

I feel the best option is that which delivers water at a quality standard, at a reasonable cost to ratepayers, by people who are skilled in testing and delivery to a high standard.

Do NOT need more highly paid CEO's who oversee others

Taupo Council can deliver good clean water

ps - Are we to understand this survey is only about drinkable water or does it also cover stormwater and waste water i.e sewage?

Reply please:

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Full submissions

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Submitter Number: 219

Full Name: Aylah McSweeney

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account

Which of these are you most concerned about?

- Future Events - Resilience to future environmental and/or economic events and the impact of these on future generations
- Uncertainty - The high risk and uncertainty in changing to a regional water entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

No

Please explain your answer

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Submitter Number: 220

Full Name: John Taylor

Organisation:

Suburb: Not Applicable

Wish to speak to the submission: No

Community area

Taupō (including Waitahanui, Acacia Bay, Mapara, and Kinloch)

Which of these do you most agree with, or consider to be most important?

- Accountability - I want to be able to vote for the decision makers and hold them to account
- Local touch - I want to be able to speak to someone locally when I have an issue with water
- Our assets - We have invested in our water assets and we should keep control of them

Which of these are you most concerned about?

- Costs - Increasing cost of water services
- Debt – Increasing levels of debt
- Local voice - Our local voice and priorities will be lost in a large regional entity

Choice of Option

OPTION 1 - Keep water services inhouse for now

Limited shareholder of Waikato Water

Unsure

Please explain your answer

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Shareholders' Agreement relating to Waikato Waters Limited

PARTIES

Hauraki District Council

Matamata-Piako District Council

Ōtorohanga District Council

South Waikato District Council

Taupō District Council

Waipā District Council

Waitomo District Council

Waikato Waters Limited

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AGREEMENT dated June 2025

PARTIES

Hauraki District Council
 Matamata-Piako District Council
 Ōtorohanga District Council
 South Waikato District Council
 Taupō District Council
 Waipā District Council
 Waitomo District Council

(collectively referred to as the "**Shareholding Councils**")

Waikato Waters Limited
 ("**Waikato Waters**" or "**the Company**")

BACKGROUND

- A. Under the implementing legislation for Local Water Done Well, all councils in New Zealand have been mandated to develop a financially sustainable and regulatory-compliant model for delivering water services to their communities.
- B. The aim of the Local Water Done Well water services system is to ensure water services are safe, reliable, environmentally resilient, customer responsive and delivered at the least cost to consumers and businesses. Councils have been encouraged to consider how to do local water well and whether creating a jointly owned water organisation is the optimal structure for their communities.
- C. The Waikato is known nationally for its leadership in managing water to help ensure better long-term outcomes for the Waikato and Waipā rivers, Hauraki Coromandel rivers and Tīkapa Moana/Hauraki Gulf. Guided by the vision of Te Mana o Te Wai, Te Mana o Te Tangata | Healthy Water, Healthy People, the Shareholding Councils have worked together to identify and co-design a water services delivery option that best leverages their respective strengths, addresses their common challenges and can achieve the following strategic outcomes ("**Strategic Outcomes**"):
 - (a) **Financial sustainability:** create scale and change (including through further Company expansion opportunities) to enable the significant investment required to deliver efficient and financially sustainable water services that comply with regulatory requirements and enable urban and commercial development.
 - (b) **Leading workforce:** create the conditions to build and sustain a highly skilled, adaptable and world-leading water workforce that can innovate and collaborate to



drive outcomes for the part of the Waikato region serviced by the Company (and in collaboration (where practicable) with other service providers in the wider region).

- (c) **Customer focus:** be customer-focused, leveraging new technologies, while also building customer awareness of their role in the water system and the value of water.
 - (d) **Local influence:** ensure local voice is represented in critical decision-making around water investment and management across the region, including decisions in relation to water takes and water discharges.
 - (e) **Delivering on expectations:** meet the expectations of key partners and stakeholders including those represented in Treaty settlements and applicable joint management agreements.
 - (f) **Health and the environment:** protecting public health and the environment.
- D. Following public consultation, each of the Transferring Shareholding Councils has formally resolved to jointly establish Waikato Waters for the purpose of providing drinking water and wastewater services across their respective service area and to each enter into a Transfer Agreement based on the Agreed Form Transfer Agreement set out in Schedule 12. In order to ensure that their communities receive the water services they deserve, the Shareholding Councils will be responsible for monitoring the performance of Waikato Waters in performing those services and holding it accountable for any non-performance.
- E. To manage the risk of multiple council businesses coming together in Waikato Waters, the Transferring Shareholding Councils have agreed that they will transfer their respective water services business into Waikato Waters in a staggered manner. Each of these Shareholding Council enters into this agreement to record (amongst other matters) its commitment to transfer its water services business to the Company on the Agreed Transfer Date under the terms of a transfer agreement (which will be based on the terms of the Agreed Form Transfer Agreement and completed in accordance with the Transfer Principles).
- F. **Taupō District Council:** Taupō DC has identified a stand-alone business unit as its preferred water services delivery model and therefore does not have an Agreed Transfer Date. However, as a founding council in Waikato Water Done Well, it wishes to remain involved in the Company as a Stage 1 Shareholder on the terms set out in this agreement (and certain provisions will not apply to Taupō DC due to the limited nature of its involvement).
- G. Each Shareholding Council also acknowledges that the success of Waikato Waters rests on each complying with their commitments to Waikato Waters and each other (including in the development and delivery of their respective water delivery plans).
- H. Waikato Waters must meet all relevant Treaty settlement obligations and other agreements, including joint management agreements, that apply across the service area. This does not change any existing commitments to Iwi from any council. As part of the transition into Waikato Waters, there is an opportunity for Waikato Waters (and its Shareholding Councils) to:
- (a) benefit from strategic relationships with Iwi partners to deliver on its purpose (and identify cost effective solutions to resource consents); and



- (b) build upon existing co-governance entities / authorities of the region.
- I. The parties now enter into this agreement to record their respective relationships with each other and how the Shareholding Councils will manage their shareholdings in Waikato Waters. The agreement also sets out the process that will apply to reach agreement on the role of Iwi in ongoing Shareholder decision making.
- J. Once Waikato Waters accedes to this agreement following incorporation, Waikato Waters will be a party to this agreement and will have certain obligations owed to it by, and owed by it to, the Shareholding Councils.
- K. The terms and conditions of this agreement are set out in Schedule 1 (Agreement Details) and Schedule 2 (Terms and Conditions) together with the further Schedules that are referred to in Schedule 2.

SIGNATURES

1. Hauraki District Council

By:

Signature of Authorised Signatory

Signature of Authorised Signatory

Name of Authorised Signatory

Name of Authorised Signatory

2. Matamata-Piako District Council

By:

Signature of Authorised Signatory

Signature of Authorised Signatory

Name of Authorised Signatory

Name of Authorised Signatory

3. Ōtorohanga District Council

By:

Signature of Authorised Signatory

Signature of Authorised Signatory

Name of Authorised Signatory

Name of Authorised Signatory



4. South Waikato District Council

By:

Signature of Authorised Signatory

Signature of Authorised Signatory

Name of Authorised Signatory

Name of Authorised Signatory

5. Taupō District Council

By:

Signature of Authorised Signatory

Signature of Authorised Signatory

Name of Authorised Signatory

Name of Authorised Signatory

6. Waipā District Council

By:

Signature of Authorised Signatory

Signature of Authorised Signatory

Name of Authorised Signatory

Name of Authorised Signatory

7. Waitomo District Council

By:

Signature of Authorised Signatory

Signature of Authorised Signatory

Name of Authorised Signatory

Name of Authorised Signatory

8. Waikato Waters Limited

By:

Signature of Authorised Signatory

Signature of Authorised Signatory

Name of Authorised Signatory

Name of Authorised Signatory

SCHEDULE 1 – AGREEMENT DETAILS

<p>Service Area(s) for provision of "Water Services"</p> <p><i>(Clause 1.1, Schedule 2, and Schedule 6)</i></p>	<p>At any time, the applicable Service Area of each current Stage 2 Shareholding Council</p>																
<p>Initial share issue and shareholding</p> <p><i>(Clause 2.3, Schedule 2)</i></p>	<p>Stage 1 Shares</p> <p>Total Shares to be issued on the Incorporation Date: 700 Stage 1 Shares.</p> <p>Initial Shareholding Councils:</p> <table> <tr> <th>Shareholder</th><th>Number of Stage 1 Shares</th></tr> <tr> <td>Hauraki District Council</td><td>100</td></tr> <tr> <td>Matamata-Piako District Council</td><td>100</td></tr> <tr> <td>Ōtorohanga District Council</td><td>100</td></tr> <tr> <td>South Waikato District Council</td><td>100</td></tr> <tr> <td>Taupō District Council</td><td>100</td></tr> <tr> <td>Waipā District Council</td><td>100</td></tr> <tr> <td>Waitomo District Council</td><td>100</td></tr> </table> <p>Stage 2 Shares</p> <p>Further Shares to be issued: The Company commits to issue Stage 2 Shares to Shareholding Councils on the terms set out in this agreement.</p>	Shareholder	Number of Stage 1 Shares	Hauraki District Council	100	Matamata-Piako District Council	100	Ōtorohanga District Council	100	South Waikato District Council	100	Taupō District Council	100	Waipā District Council	100	Waitomo District Council	100
Shareholder	Number of Stage 1 Shares																
Hauraki District Council	100																
Matamata-Piako District Council	100																
Ōtorohanga District Council	100																
South Waikato District Council	100																
Taupō District Council	100																
Waipā District Council	100																
Waitomo District Council	100																
<p>Price payable for each share issued</p> <p><i>(Clause 2.4, Schedule 2)</i></p>	<p>\$1.00</p>																
<p>Name of Company</p> <p><i>(Clause 2.5, Schedule 2)</i></p>	<p>Waikato Waters Limited</p>																

<p>Registered office and address for service of Company</p> <p><i>(Clause 2.5, Schedule 2)</i></p>	<p>c/- Co-Lab Company Secretary, 6/34d Lake Street, Cambridge, Cambridge, 3434, New Zealand</p>
<p>Initial business set up activities</p> <p><i>(Clause 3.3, Schedule 2)</i></p>	<p>Refer to the Establishment Strategy included at Schedule 3.</p>
<p>Directors</p> <p><i>(Clause 4, Schedule 2)</i></p>	<p>Initial Directors: The Initial Directors to be listed in the application for registration of the Company and pending appointment of the Establishment Board are:</p> <p>Initial Director(s) – appointed in accordance with the terms included in Schedule 4:</p> <p>David Alexander Spiers</p> <p>Manaia Dean Te Wiata</p> <p>Tanya Lee Winter</p> <p>Susan Mary Law</p> <p>Stephanie Jane O'Sullivan</p> <p>Benjamin Eric Smit</p> <p>Directors on Establishment Board: The directors on the Establishment Board (one chair and at least two other directors) will be appointed by the Shareholder Representative Forum after the Company's Incorporation Date in accordance with the Board Matrix of Skills and from the date of the first appointment, will replace the Initial Directors.</p> <p>Operational Directors: Further directors (up to a maximum of seven directors in total appointed at any one time) will be appointed by the Shareholder Representative Forum by no later than the Operational Date in accordance with the Board Matrix of Skills.</p>
<p>Establishment of Shareholder Representative Forum</p>	<p>Yes</p> <p>The Shareholding Councils have confirmed the Shareholder Representative Forum will be established and will operate in accordance</p>

(Clause 6.1, Schedule 2)	with the SRF Terms of Reference included at Schedule 7 (as amended by time to time in accordance with those terms)
Failure to attend Shareholder Representative Forum meeting (Clause 7.6, Schedule 2)	2
Major Decisions (Clause 6.1(j), Schedule 9)	From the date of this agreement until its Completion Date, each Shareholding Council will comply with the major decisions framework set out in Schedule 9 and engage with the Company in relation to any Major Decisions.
Other matters to be included in the Statement of Expectations (Clause 11.5, Schedule 2)	As set out in Schedule 11.
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 Shareholder Representative Forum (Clause 11.6, Schedule 2)	Two weeks.
Principles for share issue of Stage 2 Shares (Clause 14.3, Schedule 2)	Stage 2 Shares are issued in accordance with clause 12 of Schedule 2, based on the principle of allocation proportional to the number of Total Water Connections within the Service Area of the relevant Council. The allocation of shares will be reviewed periodically, and on the admission of any new Shareholder to ensure this principle is adhered to.
Interest rate payable on payment default (Clause 17.3(a), Schedule 2)	Bill Rate plus 3% per annum.

Place of arbitration (Clause 18.6(c), Schedule 2)	Cambridge (unless agreed otherwise in writing by the parties)	
Address for notices (clause 16.1, Schedule 2)	Hauraki District Council	Matamata-Piako District Council
	Physical address: 1 William Street, Paeroa 3600 Postal address: PO Box 17, Paeroa 3640 Email: david.speirs@hauraki-dc.govt.nz Attention: David Spiers	Physical address: 35 Kenrick Street, Te Aroha Postal address: PO Box 266, Te Aroha 3342 Email: mtewiata@mpdc.govt.nz Attention: Manaia Te Wiata
	Ōtorohanga District Council	South Waikato District Council
	Physical address: 17 Maniapoto Street, Ōtorohanga Postal address: PO Box 11, Ōtorohanga 3940 Email: tanya@otodc.govt.nz Attention: Tanya Winter	Physical address: 1-5 Torphin Cres, Tokoroa 3420 Postal address: Private Bag 7, Torphin Crescent, Tokoroa Email: susan.law@southwaikato.govt.nz Attention: Susan Law
	Taupō District Council	Waipā District Council
	Physical address: 30 Tongariro Street, Taupō 3330 Postal address: Private Bag 2005, Taupō Mail Centre, Taupō 3352 Email: jgardyne@taupo.govt.nz Attention: Julie Ann Gardyne	Physical address: 101 Bank Street, Te Awamutu Postal address: Private Bag 2402, Te Awamutu 3840 Email: steph.o'sullivan@waipadc.govt.nz Attention: Steph O'Sullivan

	Waitomo District Council	Waikato Waters Limited
	<p>Physical address: 15 Queen Street, Te Kūiti</p> <p>Postal address: PO Box 404, Te Kūiti 3941</p> <p>Email: ben.smit@waitomo.govt.nz</p> <p>Attention: Ben Smit</p>	<p>Physical address:</p> <p>Postal address:</p> <p>Email:</p> <p>Attention:</p>
<p>Shareholder Representative Forum membership</p> <p><i>(Schedule 7)</i></p>	<p>Each Shareholding Council will have one SRF Representative on the Shareholder Representative Forum. In the absence of the relevant Shareholding Council agreeing otherwise, the SRF Representative for each Shareholding Council will be that Shareholding Council's Mayor.</p> <p>Quorum for meetings of the Shareholder Representative Forum: 75% of the Transferring Shareholding Councils by number and by voting percentage.</p>	

SCHEDULE 2 – TERMS AND CONDITIONS

AGREEMENT

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions: In this agreement the following definitions apply:

"Agreed Form Transfer Agreement" means the template transfer agreement at Schedule 12 agreed to by the parties

"Agreed Proportionate Amount" has the meaning set out in clause 8.3 of this agreement.

"Agreed Transfer Date" means the intended completion date agreed by a Transferring Shareholding Council for the transfer of its water services business to the Company, as set out in section 6 of the Establishment Strategy or, in the context of Taupō DC, as agreed between it and the Company while Taupō DC is still a Stage 1 Shareholder.

"Alternate" means in relation to a Shareholding Council, an alternate to that Shareholding Council's SRF Representative to attend and vote at meetings of the Shareholder Representative Forum but only where the relevant SRF Representative is unable to do so.

"Board" means the board of Directors of Waikato Waters.

"Board Matrix of Skills" means the Matrix of Skills included in Schedule 10 as amended by the Shareholder Representative Forum from time to time.

"Business" means the business and activities set out in clause 2.2 of the Constitution.

"Business Day" means any day other than a Saturday, Sunday or statutory public holiday in the Waikato region.

"CCO" means a Council Controlled Organisation within the meaning of section 6 of the Local Government Act 2002.

"Companies Act" means the Companies Act 1993.

"Completion Date" means the date specified as the completion date in the Transfer Agreement between a Shareholding Council and the Company and, at the time of entry into this agreement, is intended to be the Agreed Transfer Date.

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



"Constitution" means the constitution of Waikato Waters as filed with the New Zealand Companies Office on the Incorporation Date, as amended from time to time.

"Council Water Infrastructure Debt" has the meaning set out in the relevant Shareholding Council's Transfer Agreement.

"Director" means a director of Waikato Waters.

"Drinking Water Supply" has the meaning in the LG(WS) Act.

"Establishment Board" means the Board of the Company appointed in accordance with clause 4.2.

"Establishment Budget" means the budget approved by the SRF in accordance with clause 6.1(b).

"Establishment Costs" means those costs that have been invoiced by Waikato Local Authority Shared Services Ltd t/a Co-Lab to the Shareholding Councils and are identified as being the costs for Phase II and / or Phase III of the Waikato Water Done Well mahi.

"Establishment Funding" means the funding required to meet the payments required under the Establishment Budget and which Transferring Shareholding Councils will (until such time as the Company is able to borrow directly from LGFA to meet the required payments) provide by way of paying their Establishment Funding Share to the Company.

"Establishment Funding Share" means the share of the Establishment Funding a Shareholding Council is required to pay to the Company, being that percentage of the Establishment Funding as equals the relevant Shareholding Council's expected proportion of the Stage 2 Shares on issue on the last Agreed Transfer Date, being:

Hauraki	16%
Matamata-Piako	25%
Ōtorohanga	4%
South Waikato	17%
Waipā	33%
Waitomo	5%

"Establishment Funding Payment Dates" means a date that is no later than five Business Days before 1 August 2025, 1 October 2025 and 1 January 2026 and 1 April 2026, provided that:

- (a) if any such date is less than five Business Days after the Establishment Budget is approved by the SRF, then that date will be replaced by the date that is five Business Days after the Establishment Budget is approved by the SRF; and
- (b) where the Company is able to borrow sufficient funding from the LGFA on or before any of these dates, the dates after which such funding is available will not apply.

"Establishment Period" means the period between the Incorporation Date of the Company and the Operational Date.



"Establishment Strategy" means the strategic plan set out in Schedule 3 for operationalising Waikato Waters, including the Agreed Transfer Date in respect of each Shareholding Council who has committed to transfer its water services to the Company.

"Event of Default" in respect of a Shareholder means where a Shareholder breaches or fails to observe any of its obligations under this agreement 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 Shareholding Council specifying the breach or failure and requiring remedy; and
- (b) if that breach or failure is not capable of remedy, that breach or failure is material in the context of the obligations of that Shareholder under this agreement.

"Financial Year" means:

- (a) the period from the Incorporation Date to 30 June immediately following the Incorporation Date;
- (b) each subsequent period commencing on 1 July and ending on the next 30 June during the Term; and
- (c) the period from 1 July immediately preceding the end of the Term, to the end of the Term.

"Incorporation Date" means the date on which Waikato Waters is incorporated as a limited liability company as determined by the date recorded by the New Zealand Companies Office.

"Initial Director" means those persons named as Directors in the application for registration of the Company who will be the initial Directors of the Company.

"Iwi" means, for the purpose of this agreement (unless the SRF agree otherwise), those Iwi authorities who were members of the Waikato Joint Mayors and Chairs Forum at the inception of Waikato Water Done Well in August 2023 and whose partnering council is a Shareholder has an Agreed Transfer Date.

"LGA" means the Local Government Act 2002.

"LGFA" means the New Zealand Local Government Funding Agency Limited.

"LG(WS) Act" means the Local Government (Water Services) Act 2024.

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

"Major Decision" has the meaning set out in Schedule 9.

"Material" means material in the context of the Business and assets of Waikato Waters as a whole.

"New Debt" means debt incurred by the Company to the LGFA after the relevant Shareholding Council's Completion Date, which is not incurred in order to pay another Shareholding Council's Settlement Amount or Council Water Infrastructure Debt.



"Operational Date" means the first Completion Date reached under a Transfer Agreement(s) between the Company and a Shareholding Council in accordance with the terms of that Transfer Agreement.

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

"Post-Completion Transition Services" means the services that the Company engages a Shareholding Council to provide immediately from the Completion Date, as particularised in Schedule 3 of the relevant Transfer Agreement.

"Preliminary Arrangements Act" means the Local Government (Water Services Preliminary Arrangements) Act 2024.

"Related Company" has the meaning given to that term in the Companies Act.

"Reserved Matter Period" means the relevant of the following time periods:

- (a) from the Incorporation Date until the Operational Date ("**Reserved Matter Period 1**");
- (b) from the Operational Date until the termination or replacement of this agreement ("**Reserved Matter Period 2**").

"Reserved Matters" means matters of the nature listed in Schedule 8.

"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" in respect of the service areas identified in Schedule 1, has the meaning set out in the LG(Ws) Act where such service area is within the boundary of a current Stage 2 Shareholding Council (as that boundary is constituted at any time in Part 2, Schedule 2, LGA).

"Settlement Amount" has the meaning set out in the relevant Shareholding Council's Transfer Agreement.

"Shares" means shares in Waikato Waters on issue from time to time.

"Shareholder Representative Forum" or **"SRF"** means the joint committee formed by the Shareholding Councils pursuant to clause 7.1.

"Shareholding Council" means each of the Councils who are listed as a party to this agreement.

"Special Majority Resolution" means a resolution that is approved by:

- (a) Special Resolution by Vote; and
- (b) Special Resolution by Number.



"Special Resolution by Number" means a resolution that is approved by the Shareholding Councils who:

- (a) have committed to an Agreed Transfer Date that is on or before 1 July 2028 and that are entitled to vote; or
- (b) are otherwise specifically permitted to vote pursuant to Schedule 8,

with no more than two such Shareholding Councils voting against the resolution or abstaining from voting.

"Special Resolution by Vote" means a resolution that is approved by a majority of 75% of the votes (with one vote per Share) of those Shareholding Councils entitled to vote and voting on the question.

"SRF Representative" means a member of the Shareholder Representative Forum.

"SRF Terms of Reference" means the terms of reference of the Shareholder Representative Forum in the form set out in Schedule 7 as amended from time to time by agreement of the Shareholding Councils.

"Stage 1 Shareholder" means, at the relevant time, any, or the relevant, Shareholding Council(s) that hold Stage 1 Shares.

"Stage 2 Shareholder" means, at the relevant time, any, or the relevant, Shareholding Council(s) that hold Stage 2 Shares.

"Stage 1 Shares" means the shares issued by the Company in accordance with clause 2.3 on the terms set out in Schedule 5.

"Stage 2 Shares" means the shares issued by the Company in accordance with clause 12 on the terms set out in Schedule 6.

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

"Stormwater Services" has the meaning given to it in LG(WS) Act.

"Strategic Outcomes" has the meaning given to it in paragraph C of the Background to this agreement.

"Taupō DC" means Taupo District Council.

"Total Water Connections" means the sum of the number of connections to the wastewater network and the number of connections to the water network within the Service Area (excluding connections that are not serviced, whether or not such connections are serviceable).

"Transfer Agreement" means the agreement to be entered into between each Shareholding Council and the Company in accordance with the requirements of the LG(WS) Act, which will be in the form of the Agreed Form Transfer Agreement.

"Transfer Principles" means the principles set out in the clause 9 of this agreement which will inform the manner in which each Shareholding Council and the Company will complete the Agreed Form Transfer Agreement.

"Transferred Water Services" means, in respect of each Shareholding Council, that Shareholding Council's Drinking Water Supply and Wastewater Supply services that will transfer to the Company in accordance with the relevant Transfer Agreement.

"Transferring Shareholding Council" means a Shareholding Council with an Agreed Transfer Date.

"Treaty settlement obligation" means an obligation under a Treaty settlement Act or a Treaty settlement deed as those terms are defined in the LG(WS) Act.

"Waikato Water Done Well" means the programme of work the Shareholding Councils have collectively funded which has supported co-ordinated decision making across councils.

"Wastewater Supply" has the meaning set out in the LG(WS) Act.

"Water Services Strategy" has the meaning set out in the LG(WS) Act.

1.2 **Interpretation:** In this agreement, 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 agreement have the same meaning as in the Companies Act unless inconsistent with the context;
- (e) a reference to a Shareholding Council, 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 Shareholding Council, 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 or schedule is to a clause or schedule 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 shall 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 Waikato Waters has a subsidiary (as defined in the Companies Act) or subsidiaries, clauses 3.2 and 7.1 shall be read so as to relate to the group of companies consisting of Waikato Waters and its subsidiaries, rather than to Waikato Waters alone.

1.4 **Constitution:** In the event of any inconsistency between this agreement and the Constitution, this agreement will (as between the parties) prevail over the Constitution to the extent of the inconsistency (and consistent with the Companies Act) and the Shareholding Councils will take such steps necessary to resolve the inconsistency.

2. ESTABLISHMENT OF COMPANY

2.1 **Context:** The Company is being established jointly by the Transferring Shareholding Councils as the service delivery model for the provision of water services in their respective district from their respective Completion Date¹. Each of these ~~six~~ Transferring Shareholding Councils will include the model, and the implementation plan, in the water services delivery plan to be submitted by that Shareholding Council by 3 September 2025 under the Preliminary Arrangements Act 2024. The Preliminary Arrangements Act requires each such Transferring Shareholding Council to give effect to the undertakings made in its water services delivery plan relating to the future delivery of water services. Each such Transferring Shareholding Council's water services delivery plan will be consistent with the Establishment Strategy.

2.2 **Incorporation:** The Shareholding Councils shall immediately after signing this agreement take all steps necessary (including signing documents) to incorporate the Company as a New Zealand registered company and comply with any other requirements in this agreement, provided however that Taupō DC will not be required to comply with clauses 2.7, 3.3, 4.1, 6.1(b) to (l), 6.1(m)(ii) and (iii), 7.1(b)(iii), 7.5, 7.6, 8 and 11, Schedule 3, paragraphs 3.4(a), 4.4 and 5.4 of Schedule 7, and Schedule 11, until such time as Taupō DC provides a formal commitment to enter into a Transfer Agreement with the Company (and those clauses will only apply from that time to the extent those clauses have not been otherwise fulfilled).

¹ Note: at the time of entry into this agreement, Taupo District Council has not committed to the Company providing services in its district other than through a service level agreement.



- 2.3 **Initial Shares:** The Company shall immediately on the Incorporation Date have the number of initial Shares set out in Schedule 1 which, on issue, will be held by the Shareholding Council as set out in Schedule 1 and are held on the terms set out in Schedule 5.
- 2.4 **Payment for Initial Shares:** The sum set out in Schedule 1 shall be payable by each Shareholding Council on the Incorporation Date in respect of each Stage 1 Share held by that Shareholding Council, receipt of which is hereby acknowledged.
- 2.5 **Name and registered office:** Waikato Waters Limited is the name of the incorporated entity and the initial registered office and address for service shall be as set out in Schedule 1.
- 2.6 **Commitment to issue further Shares:** As soon as practicable after incorporation of the Company, the Company will ratify its commitment to issue Stage 2 Shares to each Shareholding Council in accordance with clause 12.1 of this agreement.
- 2.7 **Establishment Costs and Establishment Funding:**
- (a) Each Transferring Shareholding Council agrees that the Establishment Costs paid by it are as agreed between the parties prior to the date of this agreement and are payable on the due date for the relevant invoices issued to it.
 - (b) The Establishment Funding Share payable by a Transferring Shareholding Council under this agreement will be paid to the Company on the relevant Establishment Funding Payment Date (provided that no further Establishment Funding is payable on any Establishment Funding Payment Date which falls after the date on which the Company is able to finance such costs by way of borrowing in its own name from LGFA).
 - (c) The Company will repay all Establishment Costs and Establishment Funding received by it from a Shareholding Council, including any interest incurred by that Shareholding Council on Establishment Funding, on the date on which the Company obtains sufficient financing through the LGFA to meet the payments required under the Establishment Budget.
3. **VISION AND PURPOSE OF COMPANY**
- 3.1 **Vision:** The vision for establishing the Company is Te Mana o Te Wai Te Mana o Te Tangata | Healthy Water Healthy People.
- 3.2 **Purpose:** The overarching purpose of the Company is to deliver the Transferred Water Services to customers across the relevant Service Area(s) in a manner that:
- (a) achieves the objectives of the Shareholding Councils, both commercial and non-commercial, as provided in the Statement of Expectations;
 - (b) enables Shareholding Councils to collectively achieve the Strategic Outcomes for water services in their Service Area(s) in the long term; and
 - (c) provides consistent and improving service levels and resilience across the whole of the Service Area serviced by the Company.



- 3.3 **Establishment Period:** The Transferring Shareholding Councils will work together to procure the initial business set up and implementation of the Establishment Strategy by the applicable timeframes set out in the Establishment Strategy.
4. **BOARD AND DIRECTORS**
- 4.1 **Initial Board:** It is agreed that the Chief Executive of each Transferring Shareholding Council will be named as a Director on the application for registration for the Company and will be Directors pending the appointment of the Establishment Board. Each Initial Director will be appointed as a Director in accordance with the terms of appointment set out in Schedule 4.
- 4.2 **Establishment Board:** As soon as practicable after the Incorporation Date:
- (a) the Shareholder Representative Forum will appoint the Chair of the Board of Directors, having regard to the Board Matrix of Skills;
 - (b) the Chair will support the Shareholder Representative Forum in the appointment of at least two further Directors having regard to the Board Matrix of Skills; and
 - (c) the Chair, together with the two further Directors, will be referred to as the Establishment Board.
- 4.3 **Board:** By the Operational Date, the Shareholder Representative Forum will appoint further Directors to the Board so that the Company will have the number of Directors required by the Constitution from the time it is operational.
- 4.4 **Appointment:** All Directors will be appointed and removed in accordance with the Constitution.
- 4.5 **Performance evaluation:**
- (a) The Board will undertake a self-evaluation of its performance on an annual basis at the end of each Financial Year, in line with accepted good governance principles and practices ("**Performance Evaluation**"), and the results of the Performance Evaluation will be reported directly to the Shareholder Representative Forum and to the Chief Executives (or equivalent) of each of the Shareholding Councils.
 - (b) If the Board is in place for less than six months at the date on which the first Performance Evaluation is to occur, the Shareholding Councils may waive the requirement for that Performance Evaluation. If the first Performance Evaluation is not waived, then it will relate solely to the performance of the Establishment Board members for the partial year from the date of appointment of the Establishment Board under clause 4.2(c) to 30 June 2026.
5. **ROLE OF IWI PARTNERS**
- 5.1 **Strategic:** Prior to the Incorporation Date, each Shareholding Council has been responsible for engaging with Iwi within their respective rohe. An expectation of Shareholding Councils is that, as part of the transition into Waikato Waters, and future long-term transformation of water services, the Company will:



- (a) benefit from strategic relationships with Iwi partners to deliver on Waikato Waters' purpose and realise cost effective solutions to resource consents where practicable; and
- (b) establish positive relationships with co-governance entities of the region which arise from treaty-based settlement legislation enabling environmental and catchment-based outcomes including, but not limited to, Waikato River Authority, Hauraki Gulf Forum and Waihou, Piako, Coromandel Catchment Authority.

5.2 **Decision making:** In relation to the role of Iwi in shareholder decision making, the Shareholder Representative Forum shall, promptly after its establishment:

- (a) convene and agree a process for engaging with Iwi for the purposes of this clause 5;
- (b) engage with Iwi to consider and prepare a proposal for how Shareholding Councils can effectively partner with Iwi and with existing co-governance entities across the Shareholding Councils' Service Areas to achieve the agreed outcomes; and
- (c) present the proposal to each of the Shareholding Councils for consideration and approval.

In accordance with the above process, the Shareholding Councils will use their best endeavours to reach agreement on Iwi involvement in the Company.

5.3 **Te Ao Māori and Tikanga Māori:** The Board Skills Matrix must require that, on the Operational Date, the Board includes experience of integrating Te Ao Māori and Tikanga Māori in a professional board environment.

6. SHAREHOLDERS' OBLIGATIONS

6.1 **Shareholding Council obligations:** By entering into this agreement, each Transferring Shareholding Council agrees that:

- (a) and Taupō DC also agrees that, each Shareholding Council will be a Stage 1 Shareholder on the terms set out in Schedule 5 and will take all necessary steps to become a Stage 1 Shareholder on the Incorporation Date (including subscribing for Stage 1 Shares);
- (b) it delegates authority to the SRF to set and approve a budget, in accordance with the Establishment Strategy, in respect of Reserved Matter Period 1 which will provide for the Company to reach operational readiness by the end of that period, provided that the establishment budget will be set by 31 July 2025, and:
 - (i) expenditure included in the establishment budget as at 31 July 2025 will not exceed \$16.5 million subject to sub-clause (ii) below); and
 - (ii) to provide a contingency, the SRF may approve further expenditure up to 20% of the capped amount in sub-clause (i) on the application of the Board and the SRF being satisfied the additional expenditure is necessary to achieve operational readiness;



- (c) it will pay its Establishment Funding Share on each Establishment Funding Payment Date to the Company, provided however that this sub-clause 6.1(c) will not apply once the Company is able to obtain sufficient financing through the LGFA to meet the payments required under the Establishment Budget;
- (d) it will enter into a deed of guarantee with LGFA in accordance with clause 8.2 below, or subscribe for the relevant amount of Stage 2 Shares in accordance with clause 11 with an associated amount of uncalled capital determined in accordance with clause 8.2 below;
- (e) it is committed to entering into a Transfer Agreement to transfer responsibility for Transferred Water Services to the Company, such that the Completion Date of the transfer (as defined in each Shareholding Council's Transfer Agreement) occurs on or before the Agreed Transfer Date and the Company will only issue the Shareholding Council with Stage 2 Shares in the manner and in accordance with the terms set out in Schedule 6 on the Completion Date;
- (f) any decision in relation to an Agreed Transfer Date being earlier than that set out in the Establishment Strategy is a Reserved Matter;
- (g) it will agree the Transfer Agreement with the Company consistent with the Transfer Principles by a date no later than 4 months before its Agreed Transfer Date;
- (h) the Completion Date for the Transfer Agreement is intended to be the same date as its Agreed Transfer Date;
- (i) the Establishment Strategy will inform the Shareholding Council's transition planning and the steps necessary to ensure the Company's operating model equips it to provide the Transferred Water Services in a seamless manner from the Operational Date and each applicable Completion Date thereafter;
- (j) in respect of any Major Decisions made by the Shareholding Council from the date of this Agreement until the Shareholding Council's Completion Date, it will comply with the requirements set out in Schedule 9;
- (k) it will continue to operate its water services from the date of this agreement until its Completion Date in a manner that complies with its statutory obligations and ensures a no-harm approach to staff, customers, lwi partners, other stakeholders and the Company;
- (l) it will provide the Post-Completion Establishment Services to the Company from the Completion Date in accordance with the terms set out in Schedule 3 of the Agreed Form Transfer Agreement; and
- (m) it will work together with the other Shareholding Councils in accordance with the engagement and decision-making principles set out below, to ensure:
 - (i) there is clarity on each Shareholder Council's expectations;
 - (ii) that the expectations are captured in the Statement of Expectations; and
 - (iii) the Company is well-positioned to fulfil its purpose, Statutory Objectives and the strategic objectives of the Shareholding Councils themselves.

6.2 **Engagement and decision-making principles**

- (a) When engaging with each other on all reporting and planning documentation pertaining to the Company, and making decisions on Reserved Matters and Major Decisions, the Shareholding Councils will adhere to the following:
 - (i) **Strategic objectives:** decisions are collectively taken with a focus on the Strategic Outcomes and supporting the Company to be successful in achieving these for the benefit of communities now and into the future;
 - (ii) **Spirit of collaborative working:** 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 Shareholders' intentions or requirements to the Company;
 - (iii) **No surprises:** 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; and
 - (iv) **Consensus:** use best endeavours to make decisions on Reserved Matters and pass resolutions by consensus. Where agreement by consensus cannot be achieved, clause 6.3 will apply.

6.3 **Voting and Shareholder Reserved Matters:**

- (a) Subject to clause 6.3(b), and any resolution that is required by the Companies Act or the Constitution to be passed as a Special Majority Resolution, a Special Resolution by Vote or a Special Resolution by Number, all resolutions of meetings of the Shareholding Councils may be passed by Ordinary Resolution.
- (b) The Company will not enter into any transaction or matter which is a Reserved Matter unless the entry into that transaction or matter is approved in accordance with the applicable decision-making thresholds for the Reserved Matter set out in Schedule 8.

6.4 **Duty to comply with Constitution:** Each Shareholding Council shall comply with the Company's Constitution.

6.5 **Compliance with laws:** The Shareholding Councils will each ensure they comply with their, and the Company complies with its, obligations under any applicable law, including the LGA, Preliminary Arrangements Act, the LG(WS) Act and the Companies Act.

7. **SHAREHOLDER REPRESENTATIVE FORUM**

7.1 **Establishment and SRF Terms of Reference:** The Shareholding Councils will establish a Shareholder Representative Forum in the manner set out in Schedule 7. To this end:

- (a) promptly after the date of this agreement, the Shareholding Councils will jointly establish, maintain and operate a Shareholder Representative Forum in accordance with the SRF Terms of Reference to provide overarching governance of the Company, including:



- (i) in relation to the appointment of Directors to the Board of the Company;
 - (ii) to assist the Shareholding Councils to fulfil their obligations under this agreement and the Constitution; and
 - (iii) where the Company has any obligation to consult with the Shareholding Councils under the LG(W.S) Act or other applicable law, to allow the Company to meet such obligation by consulting with the Shareholder Representative Forum; and
- (b) each Shareholding Council:
 - (i) confirms the SRF Terms of Reference for the Shareholder Representative Forum are the terms attached at Schedule 7 to this agreement;
 - (ii) confirms that in the absence of written notice to the Shareholder Representative Forum, the SRF Representative appointed by it to the Shareholder Representative will be deemed to be the Mayor; and
 - (iii) will appoint an Alternate for their SRF Representative.
- 7.2 **Replacing a SRF Representative:** Each Shareholding Council's appointed SRF Representative and/or Alternate may be replaced from time to time by that Shareholding Council providing written notice to the Shareholder Representative Forum and the other Shareholding Councils.
- 7.3 **Delegations to a SRF Representative:** Each Shareholding Council agrees to delegate to its appointed SRF Representative, and their Alternate, the responsibilities and powers set out in paragraph 7.1 of the SRF Terms of Reference.
- 7.4 **Authority of SRF Representatives:** Subject to the delegations under clause 7.3 above, the Shareholding Councils agree that any matter for a Shareholding Council under this agreement may be exercised by that Shareholding Council's SRF Representative, and (in the absence of that SRF Representative) their Alternate.
- 7.5 **Attendance of Shareholder Representative Forum meetings:** Each Shareholding Council shall ensure that its appointed SRF Representative or their Alternate attends each meeting of the Shareholder Representative Forum.
- 7.6 **Failure to attend:** If a SRF Representative or their Alternate is not present at the number of consecutive meetings of the Shareholder Representative Forum set out in Schedule 1, then that Shareholding Council will be required, on notice by any other Shareholding Council, to replace that Shareholding Council's appointed SRF Representative and Alternate.
- 8. **LOANS AND GUARANTEES BY SHAREHOLDING COUNCILS**
 - 8.1 **Loans and guarantees:** Subject to clause 8.2, no Shareholding Council 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 such Shareholding Council.



- 8.2 **LGFA:** The Shareholding Councils agree that for the Company to achieve the agreed strategic objectives, it must be able to borrow from LGFA. In accordance with LGFA Foundation Policies, the Company (as a CCO) must have financial support from its shareholders. To this end, it is agreed that each Transferring Shareholding Council will:
- (a) support the Company in taking all steps necessary for it to:
 - (i) be approved by the LGFA Board; and
 - (ii) accede to LGFA's Multi Issuer Deed and Notes Subscription Agreement; and
 - (b) either:
 - (i) enter into, in a timely manner, a deed of guarantee (or such other documentation as required by LGFA) for the Company's debt liabilities to LGFA; or
 - (ii) commit to provide uncalled capital,

based on the following principles:

 - (iii) no Shareholding Council will ultimately be required to guarantee, or pay, more than that Shareholding Council's Agreed Proportionate Amount; and
 - (iv) the guarantee/amount of uncalled capital will be reviewed periodically to ensure it reflects the above principle.
- 8.3 **"Agreed Proportionate Amount"** means, in respect of a Shareholding Council, the aggregate of:
- (a) that Shareholding Council's Settlement Amount;
 - (b) any of that Shareholding Council's Council Water Infrastructure Debt not included in that Shareholding Council's Settlement Amount but which is later repaid by the Company in accordance with the Transfer Agreement or otherwise by agreement between the Company and the Shareholding Council; and
 - (c) that Shareholding Council's proportion (based on its proportionate holding of Stage 2 Shares at the time the New Debt is incurred) of any New Debt.

9. TRANSFER

- 9.1 Without limiting any of the provisions in the Agreed Form Transfer Agreement, Shareholding Councils agree to complete the Agreed Form Transfer Agreement based on the following Transfer Principles:
- (a) Assets to be transferred must be owned or controlled by a Shareholding Council and relate primarily to the Transferred Water Services.
 - (b) Liabilities or any other obligation to be transferred must be owed by a Shareholding Council and relate wholly to the Transferred Water Services.

- (c) Where an asset is not owned or controlled by a Shareholding Council, but still relates primarily to the Transferred Water Services, the Shareholding Council will use all reasonable endeavours to transfer to the Company the right to use or have the benefit of that asset to the same degree as the Shareholding Council prior to the relevant Completion Date.
- (d) Shareholding Councils will take all steps necessary to ensure that the Company has the benefit of any resource consents that relate primarily to the Transferred Water Services (including, where applicable, transferring those resource consents to the Company). Particulars of any non-compliance with this sub-clause (d) are to be disclosed at the time of entry into the Transfer Agreement.
- (e) Shareholding Councils remain responsible for the provision of the Transferred Water Services until the relevant Completion Date and will discharge all obligations under legislation, this agreement and the Transfer Agreement.
- (f) Shareholding Councils will co-operate fully and openly with the Company in relation to any critical risk assessment the Company may request prior to entering into the Transfer Agreement in relation to financial; health and safety risk and / or legal issues.
- (g) A settlement statement will be prepared under the Transfer Agreement confirming any amount payable by the Company to a Shareholding Council on Completion. This will include the process for identifying the value of water services liabilities the Company is assuming responsibility for.
- (h) The amount of water services debt that a Shareholding Council will transfer to the Company will be based on a consistent methodology. This will be based on historical actual two water activity statements / ringfencing (and be classified as a loan in the financial impact statement) to determine debt outstanding, but may also include costs incurred by the relevant Shareholding Council in undertaking a transitional activity agreed by the Board (as set out in that Shareholding Council's Transfer Agreement).
- (i) The Transfer Agreement will particularise the Post-Completion Establishment Services to be provided by a Shareholding Council to the Company including:
 - (i) the timeframe the services are to be provided for, or the time from which the scope of services will be reviewed by, the Company. The Company must work with the Shareholding Council to provide certainty on the scope of services the Shareholding Council will be requested to provide, taking into account the cost to the Shareholding Council of retaining capability to provide the service and the potential impact on staff; and
 - (ii) notwithstanding the above, the scope of all Post-Completion Establishment Services will be reviewed no later than six months after the last Agreed Transfer Date of the Transferring Shareholding Councils. The review must confirm to each Shareholding Council the scope of future services and the notice period that will apply to any change in scope.
- (j) Third-party rights will be protected and unaltered by the transfer of assets, liabilities, and other matters to the extent reasonably possible.



- (k) The monitoring and enforcement of each Shareholding Council's trade waste by-laws will be transferred to the Company.

10. STORMWATER SERVICES

- 10.1 **Stormwater Services to be agreed:** Shareholding Councils will retain legal responsibility for the management of Stormwater Services. The Company will offer Stormwater Services to each Shareholding Council based on an agreed form Stormwater Management Services agreement.
- 10.2 The agreed Stormwater Management Services agreement will be prepared during the Establishment Period (and approved by the Chief Executive of each Shareholding Council and the Chief Executive of the Company) based on the following principles:
 - (a) **Scope of services:** the scope of services will be agreed between each Shareholding Council with the Company on a risks basis at the time of entry into the Stormwater Management Services Agreement;
 - (b) **Effective date:** the effective date for the Company to provide any Stormwater Management Services will be determined based on the Company having the capability (whether to be created prior to the effective date or otherwise) to provide the requisite services. This date will be negotiated as between the Chief Executive of the Company and the Chief Executive of the Shareholding Council wishing to enter into such an agreement with the Company;
 - (c) **Costs:** the Company will be entitled to charge for services based on:
 - (i) direct costs incurred in providing the service (including in respect of expenditure needed to ensure the Company has the capability to provide the services);
 - (ii) apportionment of indirect costs in providing the service; and
 - (iii) a risk margin of no more than 8%. The same margin will be applied across all Stormwater Management Services Agreements; and
 - (d) **Payment terms:** the relevant payment terms must ensure the Company is in funds to deliver the requisite services.

11. STATEMENT OF EXPECTATIONS

- 11.1 **Preparation:** The Shareholding Councils will be responsible for jointly preparing the Statement of Expectations in accordance with the LG(WS) Act, within the time periods required by the LG(WS) Act.
- 11.2 **Timing:** The Shareholding Councils agree all Statements of Expectations will be agreed and provided to the Company by the date ("**SoE Due Date**") which is no later than six months before the due date for the Company's Water Services Strategy.
- 11.3 **Process:** Unless the Shareholding Councils otherwise agree, or an alternative process is provided for in the LG(WS) Act (in which case that alternative process will be followed), the

Shareholder Representative Forum will take the following steps to ensure clause 11.2 is complied with:

- (a) **Agreement with Board:** Within 6 months of the Company being incorporated, the Establishment Board will confirm the date on which its first Water Services Strategy will be prepared, being no later than 1 July 2027 (as required under the transitional provisions of the LG(WS) Act).
- (b) **Initial Discussion and Engagement:**
 - (i) No later than 11 months before the SoE Due Date, the Chair of the Shareholder Representative Forum will ensure that a meeting of the Shareholder Representative Forum is scheduled on a date that is no later than 9 months before the SoE Due Date. At least 8 weeks' notice of this meeting will be given. The Board Chair should also be issued with an invite to this meeting and have access to all papers shared with the SRF in preparation for the same.
 - (ii) Each Shareholder Representative Forum member (supported by the Chief Executive of their respective organisation) will be responsible for engaging with their appointing council in advance of the meeting and preparing a summary of expectations on the strategic direction for the Company (having regard to the contents of Schedule 7). Each Shareholder Representative Forum member will be expected to represent the overall expectations their Shareholding Council wishes to have addressed in the Statement of Expectations at the scheduled meeting.
- (c) **Draft Development:**
 - (i) Following the meeting referred to in clause (b), the Company will provide administrative support to the Shareholder Representative Forum in relation to the preparation of a draft Statement of Expectations. The initial draft will capture the output from the initial discussion and engagement (and potentially other relevant stakeholders).
 - (ii) The draft Statement of Expectations should clearly outline all matters set out in Schedule 7 and will be circulated to the Shareholder Representative Forum members (and the Board chair) no later than 6 months before the SoE Due Date.
- (d) **Review and Negotiation:**
 - (i) No later than four months before the SoE Due Date:
 - (aa) the draft Statement of Expectations will be reviewed by the Shareholder Representative Forum members; and
 - (bb) feedback and comments will be provided. This may include feedback and comments from the Board.
 - (ii) A further draft of the Statement of Expectations will be created and shared again with the Board for feedback no later than three months before the SoE Due Date.

- (e) **Finalisation and Agreement:** No later than one month before the SoE Due Date:
 - (i) the Shareholder Representative Forum will convene to discuss and agree the feedback received from the Board; and
 - (ii) once the draft Statement of Expectations has been reviewed, it will be approved by the Shareholder Representative Forum by consensus. In the absence of consensus being achieved, the Statement of Expectations will be voted on as a Reserved Matter in accordance with the voting requirements for the applicable Reserved Matter Period.
- 11.4 **Publication:** The Shareholder Representative Forum will ensure that the process set out in, or agreed pursuant to, clause 11.3, is published on the website of one or more of the Shareholding Councils in accordance with the LG(WS) Act.
- 11.5 **Substance:** In addition to the requirements specified in the LG(WS) Act, the Statement of Expectations shall also include the matters set out in Schedule 1 and Schedule 11.
- 11.6 **Circulation:** No later than the period set out in Schedule 1 before the publication date, or an alternative date agreed by the Shareholding Councils, the agreed Statement of Expectations will be circulated to the Chairperson of the Board, the Chief Executive of the Company and the Shareholders Representative Forum.
- 11.7 **Compliance:** The Board must have regard to the contents of the Statement of Expectations when setting the Water Services Strategy and is accountable to the Shareholding Councils for this.
- 11.8 **Amendment or substitution:** The Shareholding Councils may, in accordance with the applicable decision-making thresholds set out in Schedule 8, decide at any time (but no later than 3 months before the next Water Services Strategy is due), or on application of the Board, to amend, revoke or substitute the Shareholding Councils' Statement of Expectations. Before making a decision in relation to the amendment or revocation of a Statement of Expectations, the Shareholding Councils (acting through the Shareholder Representative Forum), must consult with the Board.
- 12. **ISSUE OF STAGE 2 SHARES**
 - 12.1 **Timing:** On the Completion Date of each Transfer Agreement, the Company will issue Stage 2 Shares to the relevant Shareholding Council, to be held by that Shareholding Council on the terms set out in Schedule 6.
 - 12.2 **Principle:** The Shareholding Councils have agreed that the number of shares, in the absence of consensus, determine the voting rights of a Shareholder. As voting rights are exercised to inform the direction of the Company and are exercised for the benefit of communities to whom the Transferred Water Services are provided, the underlying principle for share allocation of Stage 2 Shares is that it is based on the Total Water Connections in the Shareholding Council's Service Area.
 - 12.3 **Stage 2 Share issue:** The issue of Stage 2 Shares will be determined in the following manner:

- (a) The Company will issue Stage 2 Shares to the Shareholding Council(s) that transfer its/their water services business to the Company on the Operational Date, with the number of such shares to be calculated as one share for every 1,000 Total Water Connections (rounded up) within the relevant Shareholding Council's Service Area on the date of issue;
 - (b) The Company will issue all subsequent Stage 2 Shares:
 - (i) based on one share for every 1,000 Total Water Connections (rounded up) within the Service Area of the incoming Shareholding Councils on their applicable Completion Date; and
 - (ii) each share issue under clause 12.3(b)(i) will trigger a review of the existing Stage 2 Shares held by Stage 2 Shareholders, with further Stage 2 Shares to be issued to reflect any increase in the Total Water Connections in the Service Area for any of the Stage 2 Shareholders. Any decreases in the number of Total Water Connections will be ignored and will not result in a reduction of Stage 2 Shares.
 - (c) To ensure the allocation of Stage 2 Shares reflects the Total Water Connections across the applicable Shareholding Councils' Service Areas, and are adjusted to reflect material changes in a Shareholding Council's Service Area (whether due to population growth, boundary changes or other changes), the Company will undertake a five-yearly review of connections, with the first review occurring five years after the Operational Date ("**Stage 2 Shares Review**"). This requirement to carry out a Stage 2 Shares Review can be waived by Special Majority Resolution of Stage 2 Shareholders.
 - (d) If there has been a material change in the Total Water Connections in the Service Areas of two or more Shareholding Councils, including due to an amalgamation affecting an existing Shareholding Council or a change to the Service Area boundary, then the Shareholding Councils can agree by Special Majority Resolution to undertake a Stage 2 Shares Review at a time in addition to the five yearly reviews under clause 12.3(c).
- 12.4 **Waiver:** Shareholding Councils waive any pre-emptive rights in respect of the issue of Stage 2 Shares to an existing Shareholding Council where the Stage 2 Shares are issued in accordance with this clause 12.
- 13. ADMISSION OF NEW SHAREHOLDERS**
- 13.1 **Principle:** While the intention of Shareholding Councils is to create an entity for the collective benefit, this needs to be balanced with the need to enable the Company to focus on developing the processes that will achieve the anticipated efficiencies and safely transition the Transferred Water Services of existing Shareholding Councils into the Company.
- 13.2 **No issue of Stage 2 Shares prior to 1 December 2027:** No Stage 2 Shares will be issued (other than those already committed to under this agreement) before 1 December 2027 unless a Special Majority Resolution to the contrary is passed at the Shareholder Representative Forum.

- 13.3 **Reserved Matter:** Other than in respect of the Stage 1 Shareholders becoming Stage 2 Shareholders in accordance with this agreement and a Transfer Agreement, the admission of new Stage 2 Shareholders, new shareholders, and any issue of Shares, will be a Reserved Matter and subject to the approval of existing Shareholding Councils in accordance with the relevant Reserved Matter Period set out in Schedule 8.
- 13.4 **New shareholders:** Any application by any local or regional authority to become a Shareholding Council must be supported by a formal resolution from the council submitting the application. The Board will put a proposal to the Shareholding Councils via the Shareholder Representative Forum seeking approval to admit a new shareholder.
- 13.5 **New shareholder proposal:** The proposal in clause 13.4 must include:
- (a) an independent assessment of the proposed incoming shareholders' assets and liabilities relating to the proposed Transferred Water Services of the proposed incoming shareholder;
 - (b) whether there is any underinvestment relating to the proposed Transferred Water Services of the proposed incoming shareholder that needs to be addressed either prior to or immediately after the proposed transfer for the provision of water services to be compliant with regulations;
 - (c) financial implications for the Company if the council is admitted (including the projected impact on the borrowing capacity of the Company) and any counterproposal that is recommended;
 - (d) conditions of entry that will apply, including the financial entry contribution to be made by the proposed incoming shareholder to the Company which will be equitable and take into account the upfront monetary and time investment made by the Shareholding Councils in establishing the Company. Unless otherwise approved by Special Majority Resolution, the entry contribution will be no less than the amount calculated as follows (allowing for cost of capital):

$$\left[\frac{(A + B)}{(C)} \right] \times (D)$$

where:

A is the amount of a contribution towards the value of the intellectual property built up by the Company as determined by the Shareholding Councils;

B is the cost of establishment of the Company (including the Establishment Costs and Establishment Funding);

C is the current Total Water Connections to which the Company provides water services immediately prior to the proposed incoming shareholder becoming a shareholder (rounded up to the nearest 1000); and

D is the number of Total Water Connections in the Service Area of the proposed incoming shareholder (rounded up to the nearest 1000);

- (e) likely shares to be issued to incoming shareholder and impact on existing shareholders. The number of shares that will be issued to the incoming shareholder will be determined by the same Stage 2 Share issue methodology specified in clause 12; and
 - (f) a recommendation in relation to the timing and transition of the proposed new shareholder which ensures any risk to the safe transition of existing Shareholders or operations of the Company is fully mitigated and any other matters the Board considers Shareholding Councils should have regard to.
- 13.6 **Costs:** The applicant shareholder will be required to meet the cost incurred by the Board in preparing the above proposal.
- 13.7 **Terms for accession:** If the proposal is approved, the incoming shareholder will be required to:
 - (a) accede to this agreement on existing terms;
 - (b) pay the entry contribution to the Company agreed by Shareholding Councils; and
 - (c) comply with any further conditions of entry established by the Board and approved by existing Shareholding Councils.
- 13.8 **Clauses not to apply:** For the avoidance of doubt, clauses 13.3 to 13.7 do not apply to the admission of Taupō DC as a Stage 2 Shareholder pursuant to a Transfer Agreement entered into by Taupō DC and the Company while Taupō DC still held Stage 1 Shares.
- 14. SHARE SALE, FURTHER ISSUE, AMALGAMATION AND VALUATION**
 - 14.1 **No sale:** No Shareholding Council shall 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(WS) Act.
 - 14.2 **No Security Interest:** A Shareholding Council must not grant a Security Interest over any of its Shares.
 - 14.3 **Share issue:** Subject to approval of the Shareholding Councils in accordance with clause 6.3 and the commitment to issue Stage 2 Shares on the Completion Date of each Shareholding Council's Transfer Agreement, the Board may issue Shares in accordance with the Constitution and this agreement.
 - 14.4 **Amalgamation of Local Authorities:** In the event of an amalgamation or any other change in the governance structure of a Shareholding Council, the Shareholding Councils will meet and discuss the effect of the amalgamation on the shareholding structure of the Company and will exercise their voting rights under clause 12.3(d) to ensure that the shareholding percentages for the Stage 2 Shares reflect the number of connections in the Service Area of each Shareholding Council.
- 15. TERM AND TERMINATION**
 - 15.1 **Term:** This agreement commences on the date it is signed by all parties and continues until the first date on which:



- (a) in respect of a particular Shareholding Council, that Shareholding Council no longer holds any Shares;
- (b) only one Shareholding Council owns all Shares;
- (c) none of the Shareholding Councils hold Shares; or
- (d) the date on which the Company is liquidated or otherwise wound-up.

16. CONSEQUENCES OF TERMINATION

- 16.1 **Effect of termination:** Any termination of this agreement with respect to a Shareholding Council does not affect any accrued rights that Shareholding Council may have against the other parties to this agreement or which the other parties to this agreement may have against it.
- 16.2 **Survival:** Termination of this agreement will not affect the rights and obligations of the Shareholding Councils set out in clauses 1, 16, 19 and 21 which are intended to survive the termination of this agreement.

17. SUSPENSION OF RIGHTS

- 17.1 **Consequences:** If an Event of Default occurs in respect of a Shareholding Council (the "Defaulting Shareholder") the Non-Defaulting Shareholders may, while that Event of Default continues, by notice in writing to the Defaulting Shareholder in accordance with clause 17.2, require that the Defaulting Shareholder is suspended as follows:
 - (a) all rights of the Defaulting Shareholder under this agreement (including the right to vote on a Reserved Matter) and all rights attaching to the Defaulting Shareholder's Shares ("Default Shares") (including voting) are suspended and the Default Shares are not to be counted for the purpose of determining a quorum for a Shareholder Representative Forum meeting; and
 - (b) all Director appointment rights of the Defaulting Shareholder are suspended.
- 17.2 **Non-Defaulting Shareholder:** For the purposes of clause 17.1:
 - (a) "Non-Defaulting Shareholders" means all Shareholding Councils which are not the Defaulting Shareholder; and
 - (b) any notice which may be given by the Non-Defaulting Shareholders under clause 17.1 may be given by a Shareholding Council or Shareholding Councils which holds or hold more than half of the Shares held by all Non-Defaulting Shareholders.
- 17.3 **Default interest:** If any party does not pay any amount payable under this agreement on the due date for payment ("Due Date") that party shall pay to the party to which the amount is payable interest (both before and after judgment) on that amount. That interest:
 - (a) shall be paid at the rate set out in Schedule 1;

- (b) shall be paid by instalments at intervals of ten Business Days from the Due Date; and
- (c) shall 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.

- 17.4 **Other remedies:** Clauses 17.1 and 17.3 are without prejudice to any other right, power or remedy under this agreement, at law, or otherwise, that any Shareholding Council has in respect of a default by any other Shareholding Council.

18. DISPUTE RESOLUTION

- 18.1 **Clause to apply:** Any dispute arising between the parties in connection with this agreement (including in respect of a matter raised in the Shareholder Representative Forum) must be determined in accordance with this clause 18.

- 18.2 **Notice in writing:** If a Shareholding Council claims that a dispute has arisen, that Shareholding Council must give written notice ("**Dispute Notice**") to all of the other Shareholding Councils. The Dispute Notice must specify the nature of the dispute.

- 18.3 **Interested Shareholding Councils:** At any time following receipt of the Dispute Notice, a Transferring Shareholding Council may, where they are not directly involved in the dispute, provide notice to the other Shareholding Councils:

- (a) that they are interested in the subject matter of the dispute, in which case they (along with the Shareholding Councils which are directly involved in the dispute) will be considered to be "**Interested Shareholding Councils**"; and
- (b) where they have previously given notice under sub-clause (a), that they are no longer interested in the dispute, in which case, that Shareholding Council will not or no longer be considered to be an Interested Shareholding Council.

18.4 **Negotiation:**

- (a) On receipt of a notice delivered in accordance with clause 18.2 and before any Shareholding Council may refer a dispute to mediation, the SRF Representatives of the Interested Shareholding Councils must, in good faith and acting reasonably, do their best to resolve the dispute quickly and efficiently through negotiation.
- (b) If any SRF Representative considers that the dispute is not being resolved in a timely manner, such SRF Representative may serve written notice on the Interested Shareholding Councils' SRF Representatives to escalate the dispute to the Mayors or equivalent (where the SRF Representatives are not themselves the Mayor or equivalent) of the Interested Shareholding Councils for resolution.
- (c) If the dispute has not been resolved within 20 Business Days (or within such other period as agreed by the Interested Shareholding Councils) of the date of the notice referred to in clause 18.4(b), any SRF Representative of the Interested Shareholding Councils may submit the dispute to mediation.

18.5 **Mediation:**

- (a) If the Interested Shareholding Councils do not resolve the dispute by negotiation, the Interested Shareholding Councils 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 Interested Shareholding Councils do not agree on a mediator, then the mediator will be appointed by the New Zealand Dispute Resolution Centre.
- (c) The Interested Shareholding Councils 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 Interested Shareholding Councils, but the Interested Shareholding Councils will each pay their own costs of preparing for and participating in the mediation (such as for travel and legal representation).

18.6 **Arbitration:**

- (a) If the dispute has not been resolved within 40 Business Days (or within such other period as agreed by the Interested Shareholding Councils) of the dispute being referred to mediation, any Interested Shareholding Council (the "**Initiating Party**") may refer such dispute to binding arbitration by issuing a written notice ("**Arbitration Notice**") to the other Interested Shareholding Councils (together with the Initiating Party, the "**Disputing Parties**") for final resolution in accordance with the provisions of this clause 18.6 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 ("**NZDRC Rules**").
- (b) The arbitral panel shall 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 shall be as set out in Schedule 1 and the arbitration shall be conducted in the English language.
- (d) The award of the arbitration shall be in writing and must include reasons for the decision.
- (e) The award of the arbitration shall be final and binding on the Disputing Parties. No Disputing 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 shall allocate or apportion the costs of the arbitration as the arbitrator deems fair, with reference to which of the Disputing Parties are only Interested Shareholding Councils.



- (g) Neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve any of the parties of their respective obligations under this agreement.

18.7 **Implementation of agreement:** The parties 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.

18.8 **Rights and obligations during a dispute:** During a dispute, each party must continue to perform its obligations under this agreement.

18.9 **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 agreement where this agreement provides such a right.

19. CONFIDENTIAL INFORMATION AND PUBLIC ANNOUNCEMENTS

19.1 **Confidentiality:** Each party must keep confidential the Confidential Information, and must not disclose or permit the disclosure of such 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.

19.2 **Further permitted use and disclosure:** This agreement 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 agreement;
- (c) the disclosure of Confidential Information is to an employee, subcontractor, agent or representative who needs it for the purposes of this agreement;
- (d) the disclosure is to a professional adviser in order for it to provide advice in relation to matters arising under or in connection with this agreement;
- (e) the disclosure is required by a court or governmental or administrative authority; or
- (f) the disclosure is required by applicable law or regulation, including under the Local Government Official Information and Meetings Act 1987.

19.3 **Public announcements and media releases:** Each Shareholding Council agrees that it will not make any public announcements or issue media releases in connection with, or on behalf of, the other Shareholding Councils or the Company in relation to the Company or Water Services, except with the written consent of the other Shareholding Councils. Nothing in this provision shall prohibit or restrict a Shareholding Council from making a public announcements or media releases in connection with the Shareholding Council's own involvement with, or policies in relation to, the Company.

20. NOTICES

- 20.1 **Giving notices:** Any notice or communication given to a party under this agreement 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.
 - (b) Emailed to that party at its email address and marked for the attention of the representative set out in Schedule 1.
- 20.2 **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.
- 20.3 **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 5pm 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.

21. GENERAL

- 21.1 **No partnership, joint venture:** Nothing in this agreement shall create or evidence any partnership, joint venture, agency, trust or employer/employee relationship between any of the Shareholding Councils, and a Shareholding Council may not make, or allow to be made, any representation that any such relationship exists between any of the Shareholding Council. A Shareholding Council shall not have authority to act for, or to incur any obligation on behalf of, any other Shareholding Council, except as expressly provided for in this agreement.
- 21.2 **No privity:** Other than as expressly provided for in this agreement, this agreement is not intended to confer a benefit on any person or class of persons who is not a party to it.
- 21.3 **Board action:** Wherever this agreement requires the Board to do anything, each Shareholding Council shall take all steps available to it to ensure that the Director or Directors appointed by that Shareholding Council takes all necessary steps to do that thing.
- 21.4 **Counterparts:** This agreement is deemed to be signed by a Shareholding Council if that Shareholding Council has signed or attached that Shareholding Council's signatures to any of the following formats of this agreement:
- (a) an original; or
 - (b) a photocopy; or

- (c) an electronic copy;

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

- 21.5 **Entire agreement:** This agreement 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 agreement was executed.
- 21.6 **Severance:** If any provision of this agreement is, or becomes unenforceable, illegal or invalid for any reason it shall be deemed to be severed from this agreement without affecting the validity of the remainder of this agreement and shall not affect the enforceability, legality, validity or application of any other provision of this agreement.
- 21.7 **Further assurance:** Each Shareholding Council shall 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 agreement.
- 21.8 **Variation:** No variation of this agreement will be of any force or effect unless it is in writing and signed by the parties to this agreement.
- 21.9 **Assignments and transfer:** A party must not assign or transfer any of its rights or obligations under this agreement without the prior written consent of each of the other parties.
- 21.10 **Costs:** Except as otherwise set out in this agreement, each party must pay its own costs and expenses, including legal costs and expenses, in relation to preparing, negotiating, executing and completing this agreement and any document related to this agreement.
- 21.11 **Waivers:**
- (a) A waiver of any right, power or remedy under this agreement must be in writing signed by the Shareholding Council 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 agreement does not amount to a waiver.
- 21.12 **Governing law:** This agreement is governed by the laws of New Zealand.

SCHEDULE 3 – ESTABLISHMENT STRATEGY

1. Purpose

1.1. The purpose of this strategy is to:

- a) set the overall direction to achieve the formation of an operational Company by 1 July 2026 and achieve this through the Establishment Period; and
- b) inform the development of the Establishment Plan.

2. Definitions

2.1. In this strategy document, the following definitions apply:

Agreed Transfer Date: has the meaning set out in the Shareholders' Agreement.

Alternative Analysis: means the analysis of 'existing arrangements' that was undertaken by a Shareholding Council to meet the requirements of the Local Government (Water Services Preliminary Arrangements) Act 2024 before identifying Waikato Water Done Well as the preferred option.

Company: means Waikato Waters Limited.

Day 0: means the day on which the Company is incorporated.

Day 1: means the Operational Date.

Establishment Funding: means the budgeted costs approved by the Transferring Shareholding Councils (through the Shareholder Representative Forum) to finance the implementation of the Establishment Plan.

Establishment Period: means the period from Day 0 to Day 1.

Establishment Plan: means the detailed programme of work to get to Day 1 which will be delivered to the Board of the Company (once appointed) to implement.

Major Decisions Framework: means the framework in relation to Transferring Shareholding Council decision making that applies from Day 0 until that Transferring Shareholding Council's Agreed Transfer Date and **Major Decisions** has the meaning set out in that framework.

Operational Date: has the meaning set out in the Shareholders' Agreement.

Relevant Long-Term Plan: means the long-term plan(s) and/or annual plan(s) of a Shareholding Council that was in place immediately prior to the signing of the Shareholder's Agreement.

Shareholders' Agreement: means the agreement entered between the Shareholding Councils as shareholders of the Company and to which this Establishment Strategy is attached as a schedule.

Strategic Outcomes: has the meaning set out in the Shareholders' Agreement.

Transfer Agreement: has the meaning set out in the Shareholders' Agreement.

Transferring Shareholding Council: has the meaning set out in the Shareholders' Agreement.

3. Establishment objective

- 3.1. The establishment objective is to safely transfer responsibility and authority for drinking water and wastewater services from each Transferring Shareholding Council into the Company on each Agreed Transfer Date.
- 3.2. The objective will be achieved once each Transferring Shareholding Council has successfully transferred the relevant people, processes, assets and systems required to deliver water services into the Company in a manner that aligns with the establishment delivery principles set out below.

4. Content

- 4.1. The content of this document includes:
 - a) **Strategy for establishing an operational Company by 1 July 2026:** planning is informed by agreed principles for delivery for the first Transferring Shareholding Councils transitioning into the Company.
 - b) **Strategy for accommodating different Transferring Shareholding Council timelines:** sequencing of Transferring Shareholding Councils' Agreed Transfer Dates and staged migration.
 - c) **Strategy for developing the establishment plan:** the agreed approach to establishment, including:
 - (i) the functions the Company must have in place by Day 1; and
 - (ii) mechanisms to implement the transfer (both for those transferring on Day 1 and for those with a later Agreed Transfer Date).
 - d) **Transferring Shareholding Council commitments to establishment:** in the period between Day 0 and their Agreed Transfer Date.
 - e) **Strategic position in relation to pricing and prioritisation:** the initial expectations of Transferring Shareholding Councils regarding pricing and prioritization both on and immediately after transition by the relevant Transferring Shareholding Council into the Company.

5. Establish an operational company by Day 1

- 5.1. The agreed principles that inform establishment planning are:
 - a) The Company is set up for success;
 - b) Create certainty for our people;
 - c) Do just enough for Day 1, minimise changes where possible;
 - d) Key staff for the day-to-day running and maintenance of an asset transfer no later than the asset itself;
 - e) Minimise impact on and risk to the customer;
 - f) Services to the customer are at least the same (no less) on day of transfer;
 - g) Existing relationships and obligations (whether statutory, contractual or otherwise) to partners, in particular hapū and Iwi are honored;
 - h) To ensure clarity on the interface services between each Transferring Shareholding Council and the Company on day of transfer;
 - i) Leverage existing IT/system capability, where possible; and

- j) Low risk approach is preferred.

6. Accommodate different timelines

- 6.1. Transferring Shareholding Councils have agreed that they will transfer their business into the Company in a staged manner. The Agreed Transfer Date for each Transferring Shareholding Council is as follows (listed chronologically):

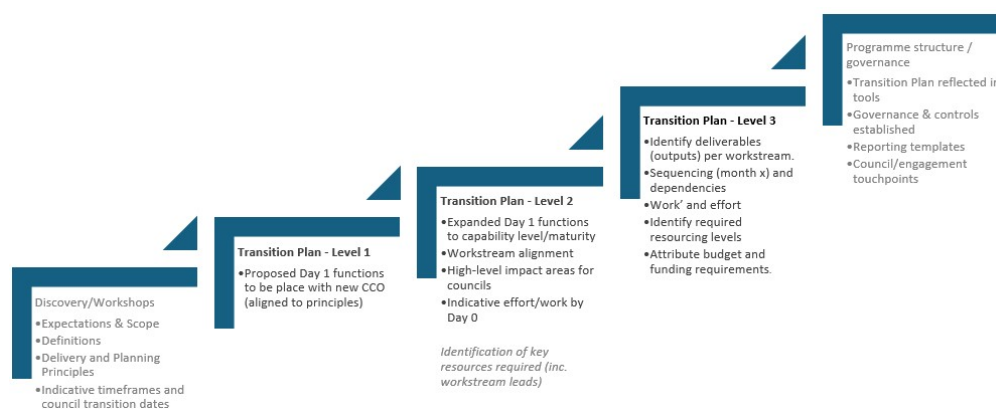
Shareholding Council	Agreed Transfer Date
South Waikato District Council	1 July 2026
Waitomo District Council	1 July 2026
Waipā District Council	1 July 2026
Matamata-Piako District Council	1 October 2026
Ōtorohanga District Council	1 July 2027
Hauraki District Council	1 July 2027

7. Delivering the establishment plan

- 7.1. The programme team is mandated to develop an Establishment Plan based on the delivery principles that will inform activity during the Establishment Period.

Work to be undertaken for Day 1

- 7.2. Planning has been orientated around functions within a (typical) water services company, which in turn will be organised into workstreams. This approach is consistent with the expected technical nature of the Establishment Plan and specialist resources required. Planning will leverage subject matter experts from Shareholding Councils.
- 7.3. The way the Establishment Plan is being developed is set out below. As planning develops and evolves, the programme team will continue to socialise and gain feedback.



Mechanisms to implement the transfer

- 7.4. In accordance with the Shareholders' Agreement, each Transferring Shareholding Council will enter into a Transfer Agreement and will:
- a) **Responsibility for water services:** confirm responsibility and authority for drinking water and wastewater is transferring to the Company (with the Transferring Shareholding Councils holding the Board to account);
 - b) **Assets, liabilities and contracts:** specify all matters transferring, including the right to revenue for water charges collected by the Transferring Shareholding Council that relate to the period after the Transfer Agreement is effected; and
 - c) **Staff:** Existing staff and those that will transition are critical to get right. The approach proposed will be in accordance with the legislative transitional provisions but will also leverage off work carried out in the context of the last water services reform. Retention of staff is a key strategic objective and therefore the people and capability workstream must ensure regular and ongoing communications with staff (in a manner pre-agreed with each Transferring Shareholding Council).

8. Shareholders' commitments

- 8.1. To implement the strategy, and without limiting anything stated in the Shareholders' Agreement or the Transfer Agreement, during the Establishment Period each Transferring Shareholding Council will be required to:
- a) **Financing:** contribute towards the financing of the Establishment Funding in the manner set out in the Shareholders' Agreement, noting that the Establishment Funding will ultimately be passed to the Company; and
 - b) **Business continuity:** operate and conduct its water services business in the normal course during the establishment period (and the migration period for later Transferring Shareholding Councils) as forecast under the Relevant Long-Term Plan (unless agreed otherwise with the Company) and adhere to the Major Decisions Framework.

9. Expectations pricing and prioritisation***Pricing***

- 9.1. The strategy is that the Company will implement pricing from Day 1 until the first water services strategy is adopted (no later than 1 July 2027) that achieves the following:
- a) maintains differential pricing across the districts of Transferring Shareholding Councils in the period immediately after establishment;
 - b) charges for water no higher than that forecast by a Transferring Shareholding Council in its Relevant Long-Term Plan; and
 - c) billing continues in a manner consistent with how a Transferring Shareholding Council currently bills.

**Prioritisation**

9.2. From Day 1 until the first water services strategy is adopted, the strategy is that the capital works programme as set out in the Relevant Long-Term Plan of each Transferring Shareholding Council will inform the programme of work to be undertaken by the Company. This is subject to:

- a) the Company approving the business case for projects that are not in construction as at the Agreed Transfer Date; and
- b) a need arising for the Company to invest in a critical asset within the Service Area of a Transferring Shareholding Council which was not included in the capital works programme. This extends to differences in the capital works programme set out in the Relevant Long-Term Plan and the approved water services delivery plan. Where this occurs, the capital works programme within that service area may be reprioritised in consultation with the relevant Transferring Shareholding Council.

SCHEDULE 4 – TERMS OF APPOINTMENT OF INITIAL DIRECTORS**Registration:**

1. Each Initial Director listed in the application for registration of the Company acts as a director of the Company on the terms set out in this Schedule.

Term of Appointment:

2. The term of appointment is from the date of incorporation of the Company until such date as confirmed by the Shareholder Representative Forum in writing to be the effective date of appointment of the Chair of the Board of Directors (**Term**).
3. If, during the Term, an Initial Director no longer holds the office of Chief Executive in a Transferring Shareholding Council, he or she will be deemed to have resigned immediately as a director of the Company and the Company will appoint his or her replacement as an Initial Director.
4. The Initial Directors are not eligible for reappointment to the Board where such an appointment would be contrary to the requirements for a Water Organisation under the LG(WS) Act.

Termination:

5. The appointment will automatically terminate on expiry of the Term.

Duties and Responsibilities:

6. During the Term, the duties and responsibilities of the Initial Directors will be limited as:
 - a) the Company will not be operational; and
 - b) no Transfer Agreements (or other material transaction) will be entered into by the Company until such time as the Establishment Board is in place.
7. Notwithstanding the above, the Directors will:
 - a) ratify, and procure the Company enter into, this agreement;
 - b) in accordance with the Companies Act, act in the best interests of the Company. As it is in the best interests of the Shareholding Councils for the Company to be set up for success, the interests of the Shareholding Councils and the interest of the Company are considered to be aligned during the Term;
 - c) extend the term of, and/or enter into a new employment or contractual arrangement with, the Waikato Water Done Well programme director (or any replacement for the same) as appropriate to give effect to the approved Establishment Plan;
 - d) delegate authority to the Waikato Water Done Well programme director to enter into contracts to engage establishment team members and such other contracts as fall within the scope of the approved Establishment Plan;
 - e) continue to provide direction to the Waikato Water Done Well programme team charged with developing and implementing the Establishment Plan in accordance with the Establishment Strategy;
 - f) exercise reasonable care and diligence and comply with all applicable laws and regulations;



- g) ensure that the Shareholder Representative Forum is supported in:
 - i. the recruitment and appointment process for the Chair of the Board and wider Establishment Board; and
 - ii. approving the Establishment Budget and communicating this to each Transferring Shareholding Council (as defined in Schedule 3);
- h) ensure that each Transferring Shareholding Council is aware of and contributes its Establishment Funding Share to the Company no later than the agreed Establishment Funding Payment Dates; and
- i) provide governance oversight to the application of the Establishment Funding.

Remuneration and Expenses:

- 8. Each Initial Director also holds the office of Chief Executive in a Transferring Shareholding Council. No further remuneration will be paid to the Initial Directors.
- 9. Each Transferring Shareholding Council will be responsible for reimbursing their Initial Director any expenses incurred in carrying on activities as a director.

Indemnity:

- 10. Each Transferring Shareholding Council will extend its Directors and Officers Liability insurance (or equivalent policy) to cover the activities of its Chief Executive as an Initial Director during the Term. Each Transferring Shareholding Council will bear their own costs should any costs be incurred because of this extension.

Confidentiality and Conflicts of Interest:

- 11. Each Initial Director will:
 - a) maintain the confidentiality of company information; and
 - b) disclose any potential conflicts of interest (noting that their role as a Chief Executive of a Transferring Shareholding Council is not considered to be a conflict during the Term).

SCHEDULE 5 – TERMS OF STAGE 1 SHARES

Part A – Terms of Stage 1 Shares held by a Shareholding Council with an Agreed Transfer Date.

1. **Transfer:** Stage 1 Shares cannot be sold or transferred other than as expressly provided for in the Shareholders' Agreement.
2. **Voting rights:** Each Stage 1 Share carries one vote until commencement of the Reserved Matter Period 2 (as defined in the Shareholders' Agreement), at which point Stage 1 Shares become non-voting.
3. **Dividend:** In accordance with the Constitution, the Stage 1 Shares do not carry any right to a dividend or distribution.
4. **Cancellation:** Stage 1 Shares will automatically be cancelled (for no consideration) on the earlier of:
 - a) A shareholder no longer being party to the Shareholders' Agreement; and
 - b) Stage 2 Shares being issued to the relevant Stage 1 Shareholder;

Part B – Terms of Stage 1 Shares held by a Shareholding Council without an Agreed Transfer Date (this being Taupō DC)

1. **Transfer:** Stage 1 Shares cannot be sold or transferred other than as expressly provided for in the Shareholders' Agreement.
2. **Voting rights:** Stage 1 Shares held by a Shareholding Council that does not have an Agreed Transfer Date are non-voting at all times.
3. **Dividend:** In accordance with the Constitution, the Stage 1 Shares do not carry any right to a dividend or distribution (including on winding up of the Company).
4. **Cancellation:** Stage 1 Shares will automatically be cancelled (for no consideration) on the earlier of:
 - a) a shareholder no longer being party to the Shareholders' Agreement; or
 - b) the shareholder not satisfying Special Condition 1 and Special Condition 2 (as applicable) set out below.
5. **Special Condition 1:**
 - a) Taupō DC and the Company having entered into a service level framework agreement by 1 July 2026 pursuant to which the parties agree:
 - i. the scope of services the Company can offer Taupō DC;
 - ii. the timeframe from when services will be provided ("**Services Effective Date**") (not being a date later than 1 July 2027); and
 - iii. the pricing methodology that will apply².

² including any minimum monetary threshold for the provision of services and noting that the Company will be entitled to include a management fee as part of the services delivery



- b) Where the requirements of sub-clause (a) have been met, the relevant Stage 1 Shares are held conditional on the shareholder remaining a party to, and complying with the terms of, the service level framework agreement.

6. Special Condition 2: By 1 July 2027:

- a) Taupō DC having engaged the Company to provide services under the services level framework agreement entered into under Special Condition 1 above up to any pre-agreed monetary value; and
- b) the Company (acting reasonably) being satisfied that Taupō DC has undertaken a review of its water services model to ascertain whether Taupō DC should transfer responsibility for water services to the Company within a specific timeframe before 1 July 2031. If, following the review, Taupō DC decides:
 - i. to enter into a Transfer Agreement with the Company (with an intended completion date of no later than 1 July 2031), then:
 - a. Taupō DC will fall within the definition of a Transferring Shareholding Council within the meaning of the Shareholders' Agreement and all consequent provisions will apply to it;
 - b. the Transfer Agreement will be agreed in accordance with the Shareholders' Agreement;
 - c. Taupō DC will continue as a Stage 1 Shareholder until the Transfer Agreement is completed; and
 - d. the provisions of the Major Decisions framework attached to the Shareholders' Agreement will apply to future decisions of Taupō DC (subject to such amendments as recommended by the Board); or
 - ii. it does not wish to enter into a Transfer Agreement with the Company then Taupō DC will continue to be a Stage 1 Shareholder subject to Special Condition 3 below (all other conditions for being a shareholder remaining satisfied).

7. Special Condition 3:

- a) By 1 July 2030, and as part of the preparation of the water services strategy that will apply to its in-house business unit from 1 July 2030, Taupō DC will in good faith undertake a further review of its water services delivery model.
- b) If the decision is made to enter into a Transfer Agreement with the Company (with a completion date of no later than 1 July 2031), the provisions set out in sub-paragraph (i) of Special Condition 2 above apply and Taupō DC will continue as a Stage 1 Shareholder until the Transfer Agreement is completed.
- c) If the decision is made not to enter into a Transfer Agreement, or no decision is made by 1 July 2030:
 - i. Taupō DC will cease to be a Stage 1 Shareholder from the earlier of the date of the relevant decision or from either 1 July 2030 or a negotiated earlier termination date, at which point its Stage 1 shares will be cancelled for no consideration; and
 - ii. Taupō DC is entitled to continue to receive services in accordance with the terms of the relevant services level framework agreement, as may be amended.



SCHEDULE 6 – TERMS OF STAGE 2 SHARES

1. **Transfer:** Stage 2 Shares cannot be sold or transferred other than as expressly provided for in the Shareholders' Agreement.
2. **Voting rights:** Each Stage 2 Share carries one vote.
3. **Dividend:** In accordance with the Constitution, the Stage 2 Shares do not carry any right to a dividend or distribution.
4. **Conditions:** Each Stage 2 Shareholder must be a party to the Shareholders' Agreement.
5. **Review:** Allocation of Stage 2 Shares will be reviewed in accordance with the Shareholders' Agreement.

SCHEDULE 7 – SHAREHOLDER REPRESENTATIVE FORUM – SRF TERMS OF REFERENCE**1. Introduction**

- 1.1 Waikato Waters Limited is a council-controlled organisation ("**Company**") jointly established by Shareholding Councils for the purpose of providing water services to their communities. The relationship between the Shareholding Councils is governed by a shareholders' agreement. Pursuant to that agreement, the shareholders have agreed to form the Shareholder Representative Forum ("**SRF**") as a committee of shareholders.

2. Purpose

- 2.1. The purpose of the SRF is to support the coordination of multiple council interests and operate as the liaison between the Company and the Shareholding Councils and between the Shareholding Councils themselves.
- 2.2. In particular, the SRF will:
- a) oversee and provide direction to the Board on behalf of the Shareholding Councils; and
 - b) provide a forum for representatives of Shareholding Councils to meet, discuss and co-ordinate decision making on relevant issues and, through their representatives, exercise their powers in respect of the Company.

3. Membership

- 3.1. Each Shareholding Council will appoint one elected member as its representative to the SRF ("**SRF Representative**") (by resolution passed in accordance with their respective council decision-making frameworks) by providing written notice to the SRF and the other Shareholding Councils (together with a copy of the relevant resolution).
- 3.2. The SRF Representative will attend SRF meetings convened in accordance with these terms of reference.
- 3.3. Unless decided otherwise by a Shareholding Council, and notified to the SRF in writing, the SRF Representative will be its Mayor.
- 3.4. In accordance with the Shareholders' Agreement, each Shareholding Council (by resolution passed in accordance with their respective council decision-making frameworks):
- a) will appoint an alternate representative (being an elected member) by providing written notice to the SRF and the other Shareholding Councils (together with a copy of the relevant resolution);
 - b) can replace the SRF Representative or alternate at any time by providing written notice to the SRF and the other Shareholding Councils (together with a copy of the relevant resolution); and
 - c) will ensure that its appointed SRF Representative or their alternate attends each meeting of the SRF.

4. Meetings and administration

- 4.1. **Chairperson:** The Chair and Deputy Chair of the SRF will be elected by the SRF once all SRF Representatives have been appointed, as a Reserved Matter at the first meeting where a quorum is achieved. The SRF may choose to appoint an independent Chair who, if so appointed, will take on the responsibilities of the Chair, but will not have a vote.
- 4.2. **Frequency of meetings:** The SRF will meet no less than once every six months, and more frequently:
- a) where a meeting is called in accordance with clause 10 of the Constitution; or

- b) to meet the requirements of preparing the Statement of Expectations in the manner set out in the Shareholders' Agreement.
- 4.3. **Rules for meetings:** The following paragraphs of Schedule 1 to the Constitution will apply to all meetings of the SRF (whether convened by the Board or otherwise):
 - a) Clause 2 – Notice of meetings
 - b) Clause 3 – Methods of holding meetings
 - c) Clause 4 – Quorum
 - d) Clause 5 – Adjournment
 - e) Clause 6 – Voting
- 4.4. **Alternates:** The alternate appointed by a Shareholding Council may attend and vote at meetings of the SRF, but only in the event that the SRF Representative is unable to do so.
- 4.5. **Non-attendance:** If a SRF Representative or their alternate is not present at two (2) consecutive SRF meetings, that Shareholding Council will be required, on notice by any other Shareholding Council, to replace that Shareholding Council's appointed SRF Representative and alternate.
- 4.6. **Reimbursement of costs:** Each Shareholding Council will be responsible for reimbursing its representative on the SRF for any costs associated with that person's membership of the SRF.
- 4.7. **Administration:** Reports to be considered by the SRF may be submitted by any of the Shareholding Councils or the Company at least five business days before the next scheduled meeting.
- 4.8. **Secretariat:** Secretariat is to be provided by the Company as agreed between the Company and the SRF.
- 4.9. **Minor amendment:** These terms of reference may be amended at any time by consensus of the SRF, provided that the amendment is:
 - a) of a formal or technical nature;
 - b) made to correct a manifest error or inconsistency; or
 - c) necessary to comply with the provisions of any law and:
 - (i) the SRF has notified the Shareholding Councils of the proposed change at least 20 Business Days before the effective date of the amendment; and
 - (ii) no Shareholding Council has objected to the amendment by notice in writing given to the Company within that 20 Business Day period.
- 4.10. **Review:** The SRF will review these terms of reference annually and recommend any amendments (other than amendments made by the SRF in accordance with paragraph 4.9 above) to the Shareholding Councils, who may amend these terms of reference in accordance with clause 21.8.

5. Decision-making

- 5.1. In accordance with the Shareholders' Agreement, the SRF will make decisions in accordance with the principles set out in clause 6.2 in all matters.
- 5.2. When efforts to achieve consensus on a particular matter have failed (as determined by the Chairperson), the matter will be put to the vote in accordance with the applicable decision-making framework set out in the Shareholders' Agreement.

- 5.3. 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.
- 5.4. SRF Representatives must attend SRF meetings equipped to cast votes on behalf of their councils at the relevant meeting. Decisions made by the SRF are binding on the Shareholding Councils.

6. Proposal with lwi Chairs

- 6.1. In accordance with the Shareholders' Agreement, the SRF must promptly after its first meeting:
 - a) convene and agree a process for engaging with lwi (as defined in the Shareholders' Agreement);
 - b) engage with the relevant lwi Chairs to consider and agree a proposal for how Shareholding Councils can effectively partner with lwi and with existing co-governance entities / authorities across the service area to achieve the agreed outcomes (as specified in the Shareholders' Agreement³); and
 - c) present the proposal to each of the Shareholding Councils for consideration and approval.

7. Delegated authority

- 7.1. Each Shareholding Council has delegated to its SRF Representative the responsibilities and powers in relation to the following matters:
 - A. **Establishment matters**
 - a) Agreeing the establishment funding that Transferring Shareholding Councils will collectively finance up to the agreed capped amount.
 - b) Recruitment, selection and appointment of the Chair of the Establishment Board and Establishment Directors.
 - B. **Enduring matters**
 - Strategic matters and priorities***
 - c) Oversee preparation of the Statement of Expectations (having received feedback and considered recommendations from each Shareholding Council and the Company).
 - d) Approve the Statement of Expectations (including any proposed amendment, revocation or substitution as is permissible under the Shareholders' Agreement).
 - Reserved matters***
 - e) Receiving, considering and approving any or all Reserved Matters (as defined in the Shareholders' Agreement) that require shareholder decision making.
 - Board of Directors***
 - f) Recruitment, selection and appointment of the Chair of the Board and Directors.
 - g) Approving a remuneration framework for the Board (which will apply also to the Establishment Board).
 - h) Removal of any directors.
 - i) Monitoring the performance of the board of the Company.

³ Refer to section 6.3 of Shareholders' Agreement and Schedule 8 which set out the matters over which the SRF can exercise decision making power.

Reporting and accountability

- j) Receiving and considering the half-yearly and annual reports of the Company.
- k) Receiving and considering such other information from the Company as the SRF may request on behalf of the shareholders and/or may receive from time to time.
- l) Undertaking performance and other monitoring of the Company.
- m) Considering and providing recommendations to the shareholding councils on proposals from the Company or any shareholding council.
- n) Providing co-ordinated feedback, and recommendations as needed, on any matters requested by the Company or any shareholding council, including each draft water services strategy.

Procedural

- o) Agreeing 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 Shareholders regarding changes to the Shareholders' Agreement and the constitution of the Company.
 - q) Engaging with the Board in response to any requests for input into policy or procedural matters.
- 7.2. In the exercise, or anticipated exercise, of the delegated authorities set out above:
- a) any Shareholding Council may:
 - (i) obtain independent advice at the expense of that Shareholding Council; and/or
 - (ii) request the Board to obtain independent advice at the Company's expense; and
 - b) if the Board fails to comply with a request under sub-paragraph (ii) above, the SRF may, with the approval of a unanimous resolution of the SRF, obtain independent advice at the Company's expense.
- 7.3. The SRF may further delegate its powers to a sub-committee of the SRF (and such sub-committee may also include persons other than SRF Representatives) on such terms as the SRF may determine by Special Resolution by Vote.

SCHEDULE 8 – RESERVED MATTERS

RESERVED MATTERS

Matter or transaction
Material transactions
"Major transactions" as that term is defined in the Companies Act.
Changes to structure
Any alteration to, or revocation of, the Constitution.
Any issue of Shares, securities that are convertible into or exchangeable for Shares, or options to acquire Shares.
Any alteration of rights, privileges or conditions attaching to the Shares.
Any arrangement, dissolution, reorganisation, liquidation, merger or amalgamation of the Company.
Any transfer by the Company of Shares held by the Company or any purchase or other acquisition by the Company of its own Shares.
Any consolidation, division, or subdivision of Shares.
Any cancellation, buy-back or reduction of Shares, securities that are convertible into or exchangeable for Shares, or options to acquire Shares.
The giving of any financial assistance for the purpose of, or in connection with, the purchase of Shares.
Making a material change in the nature of the Company's business or engaging in business activities other than the Business.
Any shareholder amending their Agreed Transfer Date so that it occurs earlier than otherwise agreed in the Establishment Strategy.
Any delegation by the SRF to a sub-committee.
The SRF obtaining independent advice in respect of the exercise, or anticipated exercise, of the delegated authorities of the SRF, at the Company's expense (unanimous).

RESERVED MATTER PERIOD 1

Reserved Matter	Level of Transferring Shareholding Council support (Stage 1 Shares held equally at this time, with one vote per Stage 1 Share)
"Major transactions", Companies Act	Special Resolution by Vote
Approving Statement of Expectations	Special Resolution by Number of those Shareholding Councils who have committed to an Agreed Transfer Date that is on or before 1 July 2028.
Appointment of Directors of the Board and the Chair and Deputy Chair of the SRF	Special Resolution by Vote
Any material change to the Company's business	Not permitted during Reserved Matter Period 1.
Any alteration to, or revocation of, the Constitution	Special Resolution by Vote
Any issue of Shares, or instrument that could result in issued Shares	Special Resolution by Vote

Any alteration of rights, privileges or conditions attaching to the Shares	Special Resolution by Vote
Any cancellation, buy-back or reduction of Shares (excluding Stage 1 shares which are cancelled in accordance with terms of issue)	Special Resolution by Vote
Any consolidation, division, or subdivision of Shares	Special Resolution by Vote
Any transaction by the Company relating to the Shares held by it (including giving financial assistance)	Special Resolution by Vote
Any arrangement, dissolution, reorganisation, liquidation, merger or amalgamation of the Company	Special Resolution by Vote
Any shareholder amending their Agreed Transfer Date so that it occurs earlier than otherwise agreed in the Establishment Strategy	Special Resolution by Vote
Any delegation by the SRF to a sub-committee	Special Resolution by Vote
The SRF obtaining independent advice in respect of the exercise, or anticipated exercise, of the delegated authorities of the SRF, at the Company's expense	Unanimous

RESERVED MATTER PERIOD 2

Reserved matter	Level of shareholder support Only Stage 2 Shareholders can vote (with one vote per Stage 2 Share), unless specified below
"Major transactions", Companies Act	Special Majority Resolution
Approving Statement of Expectations	Special Resolution by Number Stage 1 Shareholder participation: Any remaining Stage 1 Shareholder who has an Agreed Transfer Date will be entitled to vote and will count for the purposes of a Special Resolution by Number
Appointment of Directors of the Board and the Chair and Deputy Chair of the SRF	Special Resolution by Number
Five-year periodic review of Stage 2 Share allocation (decision to waive)	Special Resolution by Vote
Any material change to the Company's business	Special Majority Resolution (and in accordance with legislation)
Any alteration to, or revocation of, the Constitution	Special Majority Resolution
Any issue of Shares, or instrument that could result in issued Shares	Special Majority Resolution
Any alteration of rights, privileges or conditions attaching to the Shares	Special Majority Resolution
Any cancellation, buy-back or reduction of Shares (excluding Stage 1 shares which are cancelled in accordance with terms of issue)	Special Majority Resolution
Any consolidation, division, or subdivision of Shares	Special Majority Resolution
Any transaction by the Company relating to the Shares held by it (including giving financial assistance)	Special Majority Resolution



Any arrangement, dissolution, reorganisation, liquidation, merger or amalgamation of the Company	Special Majority Resolution
Any shareholder amending their Agreed Transfer Date so that it occurs earlier than otherwise agreed in the Establishment Strategy	Special Majority Resolution
Any delegation by the SRF to a sub-committee	Special Resolution by Vote
The SRF obtaining independent advice in respect of the exercise, or anticipated exercise, of the delegated authorities of the SRF, at the Company's expense	Unanimous

SCHEDULE 9 – MAJOR DECISIONS**1. Purpose**

To set out the framework that applies to Transferring Shareholding Council decision making during the period between Day 0 and a council's Agreed Transfer Date.

2. Definitions

Terms in capitals in this framework document have the same meaning as set out in the Establishment Strategy.

3. Scope of Framework

- 3.1. A Transferring Shareholding Council must continue to operate its water services during the Establishment Period (and until its Agreed Transfer Date where this is later) in a manner that ensures a no-harm approach to staff, customers, Iwi partners, other stakeholders and to the future success of the Company.
- 3.2. Pragmatic steps need to be taken to ensure existing operations continue as seamlessly as possible and relationships are effectively managed and maintained as councils prepare to transfer their business to the Company, and the Company prepares to receive.
- 3.3. To this end, this Major Decisions Framework applies to major decisions that are proposed to be made by a Transferring Shareholding Council in the period from Day 0 and a Transferring Shareholding Council's Agreed Transfer Date. To the extent of any inconsistency between this framework and the terms of the Transfer Agreement (once effective), the terms of the Transfer Agreement will prevail.

4. Business as usual decisions

- 4.1. A proposed decision of a Transferring Shareholding Council is not a Major Decision for the purposes of this framework to the extent that it relates to the Transferring Shareholding Council's obligation to:
 - a) operate and conduct its water services business in the normal course in accordance with the business practices employed by the Transferring Shareholding Council as at the date of the Shareholders' Agreement;
 - b) continue to make such payments and discharge such obligations as is consistent with the timing and method of payment applied by the Transferring Shareholding Council in the 12-month period prior to the Shareholders' Agreement;
 - c) undertake all steps necessary to enter into a Transfer Agreement with the Company before its Agreed Transfer Date; and
 - d) complete an annual plan, long-term plan, amendment to a long-term plan during the period between Day 0 and the Agreed Transfer Date where the decision does not reduce the forecast price increases for water charges set out in the Relevant Long-Term Plan (or the water services delivery plan submitted to DIA where the projected price increases are higher in that plan than in the Relevant Long-term Plan).

5. Major decisions

- 5.1. A proposed decision of a Transferring Shareholding Council will be considered a "**Major Decision**" if it relates to:



- a) a matter set out in section 4.1(d) above but does not align with the forecast price increases for water charges set out in the Relevant Long-Term Plan (or water services delivery plan where applicable);
- b) a policy the council is required to adopt under the Local Government Act 2002 and which relates to water services that are transferring to the Company;
- c) any new or amendment to a by-law that relates to water services;
- d) the purchase or disposal of strategic asset, other than in accordance with the Relevant Long-Term Plan. Strategic Assets refers to any interest in land that may have relevance to water services, any change to access to operational facilities or ownership of water services infrastructure assets;
- e) the undertaking of any capital works programme, other than in accordance with the Relevant Long-Term Plan;
- f) a material increase in the employment costs of Transferring Shareholding Council employees who primarily work in water services and who it is anticipated will be transferred to the Company (not being the Chief Executive or executive level employees of a Transferring Shareholding Council);
- g) entry into any loan or other financial transaction in relation to water services other than in accordance with the Relevant Long-Term Plan; and
- h) entry into or renewal of any contract (other than capital works contracts) that exceeds a period beyond 6 months after the Agreed Transfer Date.

6. Process for Major Decisions

6.1. Where a proposed decision is a Major Decision (as defined above):

- a) the Chief Executive of the Transferring Shareholding Council must engage with the Chief Executive of the Company (or if the appointment of the Company Chief Executive is pending, such person as nominated by the Directors of the Company) (**Company Representative**) in relation to the proposed decision;
- b) sufficient information should be provided to the Company Representative for them to understand the reasons for the proposed decision;
- c) the Company Representative is entitled to make recommendations / proposals in relation to the proposed decision, including providing detail of any negative impact the decision may have on the ability of the Company to carry on the water services business from the Agreed Transfer Date;
- d) the Transferring Shareholding Council must have regard to, and respond to, the recommendation / proposal from the Company Representative before making a formal decision; and
- e) following the decision being made, provide one-off or periodic reporting (as appropriate in the circumstances) to the Company on the decision that was made and the outcomes of that decision (including in compliance with the "no surprises" principle in clause 6.2(a)(iii)).

The above does not waive or alter any rights the Company may have under the terms of the Transfer Agreement or otherwise.

SCHEDULE 10– BOARD MATRIX OF SKILLS

Matrix of Skills

Each Director of the Company must have the skills, knowledge, or experience to:

- guide the Company, given the nature and scope of its activities; and
- contribute to the achievement of the objectives of the Company.

In making all Director appointments, the Shareholding Councils must ensure that all directors have the essential attributes and core competencies set out in the Institute of Directors Competency Framework and that the Board collectively has the attributes set out below.

Establishment Board appointments must place a particular emphasis on commercial acumen and systems to ensure effective governance oversight over the establishment and transition implementation.

COLLECTIVE BOARD ATTRIBUTES

		Establishment Board	Operational Board		
		At least one director	At least one director	Multiple directors	All directors
Candidates with the ability and willingness to:					
1.	Chair the Board	√	√		
2.	Participate fully in the life of the Board and on subcommittees as required	√			√
3.	Demonstrate the individual attributes outlined below	√			√
Relevant knowledge and experience in/of:					
4.	Governance and leadership experience	√			√
5.	Commercial strategic and business acumen (with experience to oversee commercial negotiations)	√		√	
6.	Board member suitable to chair the Finance and Assurance committee, likely with a Chartered Accountant or equivalent background		√		
7.	Relationship management skills and experience, particularly in the Local Government context and with previous public sector experience Proven track record of high EQ and leading through complex change processes	√		√	
8.	Understanding of governance delivering community good civil infrastructure assets	√	√		

Russell
McAugh

9.	Governance experience in industries delivering other utilities (such as electricity, telecoms)	√	√		
10.	A strong understanding of the Waikato region and contemporary local government context, including appreciation of public accountability.	√		√	
11.	A strong understanding of the co-governance arrangements for the Waikato region, including the Waikato River Authority, Hauraki Gulf Forum and the Waihou, Piako, Coromandel Catchment Authority.	√	√		
12.	Practical, and preferably governance leadership, experience in Water Services	√	√		
13.	Resource and environmental management and the RMA - – demonstrating a commitment to kaitiakitanga and stewardship of the natural environment		√		
14.	Experience integrating Te Ao Māori and Tikanga Māori in a professional board environment. Understands how to lead, impact and influence to maintain, uphold, and proactively engage with the principles of the Treaty of Waitangi	√	√		

SCHEDULE 11 – STATEMENT OF EXPECTATIONS

1. Establishment matters

- 1.1. To the extent a Statement of Expectations is adopted before all Shareholding Councils have transferred their Water Services business into the Company, the Shareholding Councils should include their:
 - a) expectations of the Board during establishment, for example, that the Board have a significant focus on ensuring a smooth and successful transition of people, processes and systems at each stage; and
 - b) expectations in relation to pricing and prioritisation as set out in the Establishment Strategy.

2. Legislatively required content

- 2.1. As required under the LG(WS) Act, the Statement of Expectations must include how Shareholding Councils expect the Company:
 - a) to meet the Statutory Responsibilities;
 - b) to perform its duties and functions to achieve the agreed vision and purpose for the Company;
 - c) to achieve the agreed strategic objectives; and
 - d) to relate to each Shareholding Council's resource management planning and land-use planning that are relevant to the Company's service area.
- 2.2. It must also include:
 - a) the Shareholding Councils collective strategic priorities for the Company;
 - b) any requirement that the Company act in accordance with any relevant statutory obligation that applies to a Shareholding Council; and
 - c) the information the Company must include in its water services half-yearly report.

3. Agreed additional content

- 3.1. Shareholding Councils (through their SRF Representative) must also consider including the following content:
 - a) the expectation that the Board set the critical success factors to achieve the agreed strategic outcomes;
 - b) the expectation an effective and trusted relationship is maintained with each Shareholding Council and what is expected in relation to collaborating with Shareholding Councils and other parties when providing water services;
 - c) the expectation that the Company will establish positive relationships with existing co-governance entities / authorities of the region (Waikato River Authority, Hauraki Gulf Forum and the Waihou, Piako, Coromandel Catchment Authority);
 - d) how Shareholding Councils require the Company to conduct its relationships with:
 - (i) the shareholders;
 - (ii) the shareholders' communities or any specified stakeholders within those communities;



- (iii) Hapū, Iwi, and other Māori organisations (including any obligation a Shareholding Council may have);
- (iv) the Company's consumers;
- (v) performance indicators and measures the Shareholding Councils may use to monitor the Company; and
- (vi) that the Company act in accordance with an obligation that a Shareholding Council may have with a third party under a contract or other agreement;
- e) a requirement that the Company undertake a specified obligation on behalf of a Shareholding Council;
- f) effective partnering with Iwi to build on existing obligations of Councils (including giving effect to Te Ture Whaimana) and establish and maintain strategic relationships promote a catchment-based approach to consenting and investment;
- g) establish and maintain processes to provide opportunities for hapū and Iwi to contribute to the decision-making processes of the Company and consider ways in which it may foster the development of hapū and Iwi capacity to contribute to these decision-making processes;
- h) opportunities for effective partnering with Waikato Regional Council;
- i) expectations in relation to growing cultural competence of the Company through governance, management and workforce;
- j) a requirement to undertake community or consumer engagement, and the contents of that engagement; and
- k) any matters that are relevant to all or a specified part of the water services provided by the Company (for example, a matter that applies only to wastewater) or to all or a specified part of the Company's service area (for example, a matter that applies only to the district of a Shareholding Council).



SCHEDULE 12– AGREED FORM TRANSFER AGREEMENT

Transfer Agreement

PARTIES

Waikato Waters Limited

The Company

[Council]

Council

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AGREEMENT dated

2021

PARTIES

Waikato Waters Limited

("Company")

[WWDW Council name]

("Council")

INTRODUCTION

- A. The Council is responsible for providing Water Services and is the owner of various drinking water, wastewater and other infrastructure and assets, as well as various associated liabilities.
- B. In accordance with the legislation implementing Local Water Done Well, the Council has determined that a joined-up approach to Water Services is the structural delivery option that best meets the long-term needs of its communities. To this end, the Council, together with [1] other Waikato councils, has:
 - (a) jointly established the Company for the purpose of transferring its responsibility for providing drinking water and wastewater services to it to it; and
 - (b) included the joint model as the future delivery model for water services in their respective water services delivery plans.
- C. Under the terms of the Shareholders' Agreement, each of the shareholding councils has made a commitment as to when and how it will transfer its Water Services business into the Company. In accordance with the terms of the Shareholders' Agreement and pursuant to sections [11] and [12], and Schedule 2, of the LG(WS) Act, the Council hereby enters into this transfer, interface and services agreement with the Company to:
 - (a) implement the transfer to the Company of:
 - (i) responsibility for providing the Transferring Water Services;
 - (ii) all infrastructure owned or controlled by Council that is used primarily for the purpose of providing the Transferring Water Services (including specified infrastructure) unless expressly excluded;
 - (iii) related assets and other matters that are necessary for the Company to carry out, and be responsible for, providing the Transferring Water Services in the Service Area; and
 - (iv) relevant Water Service liabilities;
 - (b) agree how the parties will work together in relation to matters of shared interest; and

- (c) agree arrangements for any services by the Company to the Council, and by the Council to the Company.

1. AGREEMENT

1.1 The parties enter into this agreement to record their agreement on the following matters:

- (a) Schedule 2: The Council has agreed to transfer to the Company, and the Company has agreed to receive the Assets and assume the Responsibilities and Obligations, for the consideration and on the terms and conditions set out in this agreement.
- (b) Schedule 2A: The net debt calculation **[Drafting note: this is still being finalised]**.
- (c) Schedule 3: How the parties will work together to effectively and efficiently manage matters of shared interest, and what arrangements will apply for charging and revenue collection for the Transferring Water Services that will be performed by the Company following Completion.
- (d) Schedule 4: The terms on which one party will provide the other party with other ad hoc services and deliverables after Completion.
- (e) Schedule 5: The general terms and conditions which apply to this agreement.
- (f) Schedule 6: The definitions which apply to this agreement.

SIGNATURES

[INSERT COUNCIL NAME]

By:

Name of Authorised Signatory

Signature of Authorised Signatory

In the presence of:

Signature of witness

Name of witness

Occupation

City/town of residence

WAIKATO WATERS LIMITED

By:

Signature of Director

Signature of Director

Name of Director

Name of Director

SCHEDULE 1
AGREEMENT DETAILS

Transfer Terms under Schedule 2

Completion Date <i>(Clause 7.1, Schedule 2)</i>	[Drafting Note: for each Waikato Waters Limited Shareholding Council this is intended to be the Agreed Transfer Date as set out in the Shareholders' Agreement and the agreed Establishment Strategy]
Settlement Amount <i>(Clause 3.1, Schedule 2)</i>	The Settlement Amount is the amount calculated in accordance with Schedule 2A.
List or description of Assets to be transferred (or expressly not to be transferred) under this agreement <i>(Appendices 1 and 2 of Schedule 2)</i>	See Appendices 1 and 2 of Schedule 2.
List or description of contracts to be transferred (or expressly not to be transferred) under this agreement <i>(Appendices 1 and 2 of Schedule 2)</i>	See Appendices 1 and 2 of Schedule 2.
List or description of Responsibilities to be transferred (or expressly not to be transferred) under this agreement <i>(Appendices 1 and 2 of Schedule 2)</i>	See Appendices 1 and 2 of Schedule 2.

Shared Interests and Charging and Revenue Collection Arrangements Terms under Schedule 3

Shared Interest	As agreed under the Shareholders' Agreement, the Council will
------------------------	--

Arrangements*(clause 2.2, Schedule 3)*

provide the Company with the Post-Completion Transition Services set out in Schedule 3. **[Drafting note: this schedule will be completed to include the ongoing arrangements between the Company and the Council that are necessary until such time as the Company has developed the capability / introduced the systems to enable it to carry out the specific matters on its own (for example, billing and call-centre operation)].**

The parties will work together in relation to the following Shared Interest Arrangements set out at the Appendices 1 and 2 to Schedule 3:

- when the Council is performing and exercising its functions, duties, and powers under the Building Act 2004;
 - land use planning and resource management planning (including consent processes);
 - the performance or exercise of any statutory functions in respect of emergency management; and
 - such other matters as the parties are required to undertake to comply with the LG(WS) Act, such as developing, adopting and implementing a stormwater network risk management plan.
- [Drafting note: this will be reviewed and updated to reflect the final form of the LG(WS) Act]**

Party to collect Water Charges*(clause 3, Schedule 3)*

From the Completion Date, until such time as notified by the Board (provided that such time is no later than [] years from the Completion Date unless agreed otherwise between the Council and the Company), the Council will continue to collect the Water Charges on behalf of the Company.

Representatives*(clause 5.2, Schedule 3)*

Council: as notified in writing to the Company three months prior to the Completion Date

Company: as notified in writing to the Council three months prior to the Completion Date

Interface Governance Group Members*(clause 5.3, Schedule 3)*

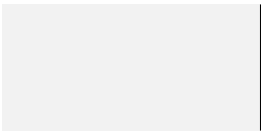
Chair: **[Drafting note: To be confirmed by Interface Governance Group as its first meeting]**

Council representative(s): as notified in writing to the Company three months prior to the Completion Date.

Company representative(s): as notified in writing to the Council three months prior to the Completion Date

Ad hoc Services and Deliverables Terms under Schedule 4

Summary of Council's provision of Services and Deliverables <i>(Services and Deliverables are provided in full detail in clauses 2 and 4, Schedule 4 and any Service Order)</i>	As at the Commencement Date of this agreement, the summary of Services and Deliverables that Council will provide to the Company under this agreement and Service Orders are: [Drafting note: to be completed]	
Summary of the Company's provision of Services and Deliverables <i>(Services and Deliverables are provided in full detail in clauses 2 and 4, Schedule 4 and any Service Order)</i>	As at the Commencement Date of this agreement, the summary of Services and Deliverables that the Company will provide to Council under this agreement and Service Orders are: [Drafting note: the Service Order specifying the Services and Deliverables will be completed as between the Council and the Company in each transfer agreement – this will reflect the services that the Council may need the company to support it with as it adjusts to its new non-water operating model]	
Invoice details <i>(clause 3, Schedule 4)</i>	Council	Company
	[Drafting note: to include payment contact details, this may be the party representative contact] Email: [Insert email address to be used for invoicing]	[Drafting note: to include payment contact details, this may be the party representative contact] Email: [Insert email address to be used for invoicing]
General Terms and Conditions under Schedule 5		
Commencement Date <i>(Clause 1.1, Schedule 5)</i>	[Drafting note: this will be the Agreed Transfer Date of the relevant Council or such other date as is agreed to be the Completion Date]	
Service Area <i>(Background A)</i>	Has the meaning set out in the LG(WS) Act where such service area is within the boundary of a Shareholding Council (as that boundary is constituted at any time in Part 2, Schedule 2, LGA).	
Place of arbitration <i>(Clause 10.4(c), Schedule 5)</i>	Cambridge, unless agreed otherwise by the parties in writing	
Address for notices <i>(clause 13.1, Schedule 5)</i>	Council	Company
	[insert physical and postal address details of the Council's office]	[TBC - physical and postal address details of the Company's office]



Email: [Insert details]

Attention: [Insert details]

Email: [Insert details]

Attention: [Insert details]

DRAFT

SCHEDULE 2**TRANSFER TERMS AND CONDITIONS**

Purpose of Schedule 2: This Schedule 2 provides for the terms of the Transfer of the Assets, Responsibilities, and Obligations from the Council to the Company.

1. MATTERS TO BE TRANSFERRED**1.1 Agreement to transfer:**

- (a) **Assets and Obligations:** The Council shall transfer the Assets and Obligations to the Company, and the Company shall:
 - (i) receive the Assets free of any Encumbrances; and
 - (ii) assume the Obligations (including by taking an assignment/novation of the Assumed Contracts under clause 9 of Schedule 2),from the Council, in accordance with this agreement.
- (b) **Statutory responsibilities, functions, duties and powers:** The Council shall transfer the Statutory Responsibilities to the Company, and the Company shall comply with the Statutory Responsibilities as required by this agreement, and the relevant legislation.
- (c) **Operational Responsibilities and Management Responsibilities:** The Council shall transfer the Operational Responsibilities and Management Responsibilities to the Company, and the Company shall comply with the Operational Responsibilities and Management Responsibilities as required by this agreement, and the relevant legislation.
- (d) **Resource Consents Responsibilities:** The Council shall transfer the Resource Consents Responsibilities to the Company, and the Company shall comply with the Resource Consents Responsibilities as required by this agreement, and the relevant legislation.

2. MATTERS NOT TRANSFERRED

- 2.1 **No transfer:** The Council does not transfer any of the Excluded Matters ***or any other matters not specified in this agreement as transferring to the Company, and those matters shall continue to be owned, retained and/or performed and exercised by the Council.
- 2.2 **No assumption of Liabilities:** Except as expressly provided in this agreement, the Company only assumes the Obligations and the Responsibilities, and does not assume any other Liabilities of the Council in relation to the Assets or otherwise.

3. SETTLEMENT AMOUNT

- 3.1 **Settlement Amount:** The Settlement Amount is the amount calculated in accordance with Schedule 2A.

4. TAX

- 4.1 The parties agree and acknowledge that, pursuant to section [214] of the LG(WS) Act, they are treated as the same person for the purposes of the Inland Revenue Acts (as defined in section 3(1) of the Tax Administration Act 1994) and therefore no tax consequences arise in respect of the Transaction contemplated by this agreement.

5. EMPLOYEES/CONTRACTORS

- 5.1 **Principle:** The Council wants to ensure there is employment security, to the extent possible, for Transferring Water Services employees during the transfer process. It is an expectation of the Council that the Company will offer employment in the Company for Council employees who primarily work in Transferring Water Services (not being the Chief Executive or executive level employees of a council).
- 5.2 **Identification of affected employees and contractors:** Pursuant to clause [2] of Schedule 1 of the LG(WS) Act, as modified to meet the requirements of the Establishment Strategy, the Council will identify and notify the Company of the affected employees, on the earlier of 10 Business Days after the date of this agreement and three months before the Agreed Transfer Date. The Council will also notify the Company of any Contractors providing services relating to the Transferring Water Services.
- 5.3 **Offer of employment:** The Company shall, within twenty Business Days of receiving the notification referred to in clause 5.2, consult with the Council as to the terms and conditions to be offered to those Employees referred to in clause 5.1 and, unless otherwise agreed with the Council, offer, so that such offer meets the requirements of clause [1(3)] and clause [2] of Schedule 1 of the LG(WS) Act in respect of those Employees, employment to each such Employee on the same or similar terms and conditions enjoyed by the Employee on the date of this agreement, and will treat each such Employee's service as continuous. The Company may also choose to offer to any Contractor identified in clause 5.2 a new independent contractor agreement. Each offer to Employees or Contractors is referred to as an "Offer".
- 5.4 **Acceptance:** The parties shall use all reasonable endeavours to persuade each Employee and Contractor to accept the Offer.
- 5.5 **Conditions of Offer:** The Offer will be conditional on the transfer proceeding and with effect from the Completion Date. In respect of Employees, the Offer will be conditional on the Employee waiving any entitlement to redundancy compensation/notice from the Council.
- 5.6 **Access to Employees and Contractors:** The Council will, at such times as reasonably requested by the Company, allow the Company access to:
- (a) each Employee and Contractor to discuss the Offer; and
 - (b) subject to obtaining each Employee's and Contractor's consent to disclosure, if required, each Employee's employment records (or equivalent for Contractors).
- 5.7 **Company's Assumed Accrued Employee Benefits:** The Company shall from Completion assume, and indemnify the Council against, all Liability of the Company for all Accrued Employee Benefits relating to Employees who have accepted an Offer.
- 5.8 **Return of Employee and Contractor information:** Where any Employee or Contractor does not accept an Offer, the Company will, at the option of the Council, return to the Council or destroy all

personal information provided to the Company in relation to the relevant Employee (including but not limited to all employment records provided under clause 5.4(b) of Schedule 2) or Contractor.

6. PRE-COMPLETION OBLIGATIONS

- 6.1 **Positive obligations of Council:** Between the date of this agreement and Completion, the Council shall, subject to clause 6.3 of Schedule 2 (but without limiting the negative obligations of the Council in clause 6.2 of Schedule 2):
- (a) operate and conduct the Business in the normal course in accordance with the business practices employed by the Council as at the date of this agreement and in accordance with any applicable provisions in the Shareholders' Agreement (with particular reference to the Establishment Strategy);
 - (b) continue to make such payments and discharge such obligations in a manner consistent with the timing and method of payment or discharge employed by the Council in the 12 month period prior to the date of the Shareholders' Agreement;
 - (c) continue to adhere to the Major Decisions Framework set out in the Shareholders' Agreement;
 - (d) to the extent not already executed, execute a deed of guarantee in favour of LGFA in accordance with the commitment set out in the Shareholders' Agreement;
 - (e) promptly notify the Company of any law suits, Claims, proceedings (other than normal debt collection proceedings), investigations or adverse events which may occur, be threatened, brought, asserted or commenced against it, its Directors or employees, involving or affecting the Business, the Assets, the Obligations and/or the Responsibilities; and
 - (f) no later than [60] Business Days prior to the Agreed Transfer Date, give notice ("**Council Debt Notice**") to the Company of the Council's best estimate of the amount of the Council's Council Water Infrastructure Debt, the Council's share of Establishment Costs, the Council's Establishment Funding Share and any Transitional Activity Costs including sufficient detail for the Company to be able to confirm how such amounts were reached and that such amounts comprise Council Water Infrastructure Debt, the Council's share of Establishment Costs, the Council's Establishment Funding Share and any Transitional Activity Costs (as applicable).
- 6.2 **Negative obligations of Council:** Between the date of this agreement and Completion, the Council shall not, subject to clause 6.3 of Schedule 2 (but without limiting the positive obligations of the Council in clause 6.1 of Schedule 2):
- (a) alter any of the conditions of employment of the Employees or Contractors (other than as required to provide for changes required to meet agreements with unions, salary increases and the payment of bonuses in accordance with the ordinary course of operations of the Council);
 - (b) agree to amend any of the terms of any Assumed Contract; or
 - (c) acquire or dispose of any of the Assets other than in the ordinary course of conducting the Business.

- 6.3 **Exceptions:** Clauses 6.1 and 6.2 of Schedule 2 do not prevent the Council from doing anything that:
- (a) is expressly permitted by this agreement; or
 - (b) is approved in writing by the Company.
- 6.4 **Novation and Counterparty Consents:**
- (a) Prior to Completion, the Council shall use all reasonable endeavours to have each of the counterparties to any Assumed Contracts enter into a deed of novation, on terms acceptable to each of the Council and the Company, to novate the relevant Assumed Contract to the Company with effect from Completion.
 - (b) To the extent that a deed of novation is not able to be entered into pursuant to sub-clause (a), then the Council will use all reasonable endeavours to obtain the consent of the relevant counterparty to the Assumed Contracts marked as requiring consent in Appendix 1 of this Schedule 2, to the assignment of that Assumed Contract to the Company, on terms that are acceptable to both the Council and Company ("**Counterparty Consents**").
 - (c) The Company shall provide such assistance to the Council as it reasonably requests in relation to sub-clauses (a) and (b).
 - (d) If:
 - (i) no deed of novation has been entered into in respect of that Assumed Contract; and
 - (ii) where a Counterparty Consent is required in respect of an Assumed Contract, and that Counterparty Consent has not been obtained

on or before Completion, the Company shall not delay or fail to undertake Completion and clause 9 of Schedule 2 will apply.
- 6.5 **Additional assets, responsibilities and liabilities:** If, before Completion, the Council or the Company identifies any asset, responsibility Liability or contract held by the Council that:
- (a) is necessary for the Company to carry on the Business after Completion in a manner consistent with how the Business was carried on during the 12 months prior to Completion; and/or
 - (b) primarily relates to the provision of the Transferring Water Services,
- other than an Excluded Asset ("**Additional Item**"), then the parties may agree to vary this agreement in accordance with clause 14.7 of Schedule 5, for the Additional Item to be added to Appendix 1 of Schedule 2 for consideration determined by the parties consistent with how the consideration was determined for the Assets and Obligations. If the parties cannot agree on such value, the expert determination process in clause 8.2(b) of Schedule 2 will apply, with appropriate changes to reflect the determination required by this clause.

7. COMPLETION

7.1 **Time of Completion:** Completion of the transfer of the Assets, Obligations and Responsibilities ("**Completion**") shall take place electronically not later than 3pm on the Completion Date, or at such other time and place as may be agreed between the parties.

7.2 **Obligations on Completion:** At Completion:

- (a) The Company shall pay the Settlement Amount to the Council in immediately available funds by electronic transfer to a bank account nominated by the Council;
- (b) the Company shall issue the Stage 2 Shares to the Council in accordance with the Shareholders' Agreement and update Companies Office to reflect the change in shareholding, and the Council will consent to such issue;
- (c) legal and beneficial title to, risk to, and possession of, the Assets shall be given by the Council and accepted by the Company, and the Council will deliver all Assets, title to which passes by delivery, at the places set out in Appendix 1 of Schedule 2 or as otherwise notified by the Council to the Company;
- (d) the Council shall take such actions, and sign and deliver to the Company (together with all relevant documents of or evidencing ownership) such documents and other things necessary, to transfer to the Company full and unencumbered legal and beneficial title to, and possession of, the Assets as the Company may reasonably require;
- (e) the Company assumes the Obligations and shall take such actions, and sign and deliver to the Council such documents and other things necessary, for the Company to assume full responsibility for the Obligations (including as provided for in clauses 6.4 and 9 of Schedule 2), as the Council may reasonably require; and
- (f) the Company assumes the Responsibilities and shall take such actions for the Company to assume full responsibility for the Responsibilities as the Council may reasonably require.

7.3 **Assignment of rights:** With effect from Completion, the Council assigns to the Company all its property and contractual rights in the Assets.

7.4 **Completion simultaneous:** The actions specified in clauses 7.2 and 7.3 of Schedule 2 must take place on the same day. If any of the documents required to be delivered, or actions required to be taken, pursuant to clause 7.2 of Schedule 2 are not delivered or taken for any reason, the Company is entitled, without prejudice to any of its other rights or remedies to:

- (a) effect Completion so far as is practicable having regard to the defaults which have occurred and in so doing either to release, or without releasing (as the Company may elect), the Council from liability to comply as soon as possible with its obligations under that clause;
- (b) fix a new date for Completion, which shall be treated for all purposes as the Completion Date;
- (c) sue for specific performance; and/or
- (d) request Ministerial intervention under the terms of the LG(WS) Act or Local Government (Water Services Preliminary Arrangements) Act 2024 as a consequence of the Council

failing to comply with section 22 of that Act (by not giving effect to the undertaking for future delivery of the Transferring Water Services set out in its water services delivery plan).

8. APPORTIONMENT

8.1 **Apportionment statement:** The Council must give the Company within five Business Days of the Calculation Time a written statement ("**Apportionment Statement**") setting out:

- (a) the aggregate amount of all Accrued Employee Benefits at the Completion Date relating to Employees who have accepted an Offer ("**Accrued Employee Benefits Amount**"); and
- (b) the aggregate of all amounts payable to the Council pursuant to any of the Assumed Contracts or in relation to the Assets (including water rates/charges), which are yet to be received by the Council at the Completion Date in relation to the period up to and including the Completion Date ("**Outstanding Revenue**");
- (c) the aggregate of all amounts received by the Council pursuant to any of the Assumed Contracts or in relation to the Assets (including water rates/charges), which have been received by the Council at the Completion Date in relation to the period after the Completion Date ("**Advance Revenue**");
- (d) the amount of all Apportionable Outgoings:
 - (i) unpaid by the Council at the Completion Date in respect of the period up to and including the Completion Date ("**Accruals**"); and
 - (ii) paid by the Council at the Completion Date in respect of the period after the Completion Date ("**Prepayments**").

8.2 **Dispute resolution regarding transfer:** The Company shall, within five Business Days after receipt of the Apportionment Statement from the Council, give notice to the Council that the Company either:

- (a) approves the Apportionment Statement; or
- (b) does not approve the Apportionment Statement, such notice ("**Dispute Notice**") to specify the matters that the Company disputes or disagrees with ("**Matters in Dispute**"), in which case the Company and the Council must meet within five Business Days of the date of the Dispute Note and attempt to resolve the Matters in Dispute. If the Matters in Dispute are not resolved by the Company and the Council within five Business Days of such meeting then either the Company or the Council may give notice ("**Referral Notice**") to the other referring the Matters in Dispute to a single expert ("**Expert**") for determination in accordance with the following:
 - (i) the Expert will be an accountant with relevant experience appointed by the Council and the Company by mutual agreement, provided that if agreement as to the Expert is not reached within five Business Days after the date of giving the Referral Notice, the Expert will be appointed at the request of a party by the New Zealand Dispute Resolution Centre;

- (ii) the Council and the Company will together provide to the Expert copies of this agreement, the Dispute Notice and a copy of the Apportionment Statement; and
- (iii) the Expert will be instructed to:
 - (aa) resolve the Matters in Dispute, in accordance with the accounting treatment used by the Council in their most recent financial statements ("**Accounting Treatment**"), and then, only to the extent necessary, in accordance with NZ GAAP (to the extent not inconsistent with the Accounting Treatment) as at the date of this agreement;
 - (bb) resolve the Matters in Dispute within 20 Business Days of the date of the Referral Notice and issue a decision to each of the Council and the Company; and
 - (cc) if required, adjust the Apportionment Statement and provide a copy to each of the Council and the Company;
- (iv) the decision will be final and binding on the parties;
- (v) referral of the Matter to the Expert will not be an arbitration agreement for the purposes of the Arbitration Act 1996 and the provisions of that Act will not apply to or govern that referral; and
- (vi) the parties will bear their own costs (including legal costs) and an equal share of the costs and expenses of the Expert.

8.3 Difference between Accruals and Prepayments: If:

- (a) the Outstanding Revenue plus the Prepayments exceed the aggregate of the Accruals and the Advance Revenue and the Accrued Employee Benefits Amount, the Company must pay an amount equal to the difference to the Council; and
- (b) the aggregate of the Accruals, the Advance Revenue and the Accrued Employee Benefits Amount exceed the Outstanding Revenue plus the Prepayments, the Council must pay an amount equal to the difference to the Company,

as an adjustment of the Settlement Amount within five Business Days of:

- (c) the date on which the Council receives notice from the Company under clause 8.2(a) of Schedule 2; or
- (d) receipt by the party required to make payment under clause 8.3(a) or 8.3(b) of Schedule 2 (as applicable) of the adjusted Apportionment Statement from the Expert pursuant to clause 8.2(b)(iii) of Schedule 2.

Any such payment will be paid by electronic bank transfer of immediately available funds into the bank account nominated in writing by the party that is due to receive the payment, or in such other form as the parties may agree.

9. ASSUMED CONTRACTS**9.1 Assignment and Novation:**

- (a) Subject to clause 6.4 of Schedule 2 and Completion, and on and with effect from the Completion Date, the Council assigns and the Company accepts an assignment of all of the Council's rights under, benefits of and interests in ("**Benefits**"), and assumes the burden of, the Assumed Contracts ("**Relevant Contract**"), in accordance with this clause 9 of Schedule 2.
- (b) Subject to the provisions of the LG(WS) Act providing otherwise, this agreement does not constitute an assignment or an attempted assignment, or novation or attempted novation as the case may be, of a Relevant Contract if an assignment or attempted assignment requires the consent of the counterparty to the Relevant Contract and would constitute a breach of that Relevant Contract if an assignment were made without that consent.

9.2 Consent to transfer of Relevant Contracts:

- (a) If the consent of a third party is to be requested for the assignment as marked in Appendix 1 of Schedule 2 (as applicable), and has not been obtained prior to Completion, the Council must continue to use all reasonable endeavours to obtain that consent by or as soon as reasonably practicable after Completion, on terms that are acceptable to both the Council and the Company.
- (b) Pending the transfer of any Relevant Contract to the Company under clause 9.1 of Schedule 2, the Council must:
- (c) hold the Benefits of the Relevant Contract on trust for the Company and account to the Company promptly after receipt by it for the value of any Benefit of the Relevant Contract that arises (or relates to the period) after the Completion Date; and
- (d) not agree to any termination, amendment or variation of, or waiver of any of the Council's rights under, the Relevant Contract without the prior written approval of the Company.

9.3 Performance of Relevant Contracts:

- (a) The Council must perform and observe all obligations (other than any obligation to make any payment, where such payment is reflected in the Apportionment Statement) of the Council under any Relevant Contract which are due to be performed (or relate to the period) on or before the Completion Date.
- (b) The Company must, to the extent it lawfully can, assume, perform and observe all obligations of the Council under any Relevant Contract which are due to be performed (or relate to the period) after Completion Date, as well as any obligation to make any payment in respect of the Relevant Contracts where such payment is reflected in the Apportionment Statement, whether arising before, on or after Completion.

9.4 Transfer of Relevant Contracts Unavailable: If, despite their reasonable endeavours, the Council and the Company are unable to (including because any third party consent required cannot be obtained) transfer a Relevant Contract under clause 9.2(a) of Schedule 2 within six months from Completion, the Council must, if requested in writing by the Company, as soon as reasonably possible, procure that the Relevant Contract is terminated with no Liability or cost to the Company. To avoid doubt, there will be no adjustment to the Settlement Amount, and the Council will have no Liability to the Company, as a result of any such termination.

10. POST-COMPLETION PROVISIONS

- 10.1 **Trust for non-assigned Assets:** If any of the Assets are not able to be assigned to the Company at Completion, the Council shall as from Completion and until such time as those Assets are assigned to the Company (which must occur within five Business Days of those Assets becoming able to be assigned to the Company), hold such Assets on trust for the Company and the Company is entitled to enforce its rights in respect of such Assets in the name of the Council.
- 10.2 **Additional assets and liabilities:** If, after Completion, the Council or the Company identifies any asset or contract held by the Council that:
- (a) is necessary for the Company to carry on the Business after Completion in a manner consistent with how the Business was carried on during the 12 months prior to Completion; and/or
 - (b) primarily relates to the provision of the Transferring Water Services,
- other than an Excluded Asset ("**Further Item**"), then the parties may agree to transfer the Further Item (subject to obtaining any applicable counterparty consent on terms satisfactory to both the Council and Company), for consideration determined by the parties consistent with how the consideration was determined for the Assets and Obligations (and clause 8 will apply to the transfer of such Further Item, with such amendments as necessary in the context of the transfer of the Further Item). If the parties cannot agree on such value, the expert determination process in clause 8.2(b) of Schedule 2 will apply, with appropriate changes to reflect the determination required by this clause.
- 10.3 **Receipt of post-Completion amounts:** On and from Completion, the Company shall be entitled to receive and retain all amounts payable in respect of the Assets and Assumed Contracts. The Council shall make such payments to the Company as are necessary to give effect to the preceding sentence and until such payments are made shall hold the relevant amounts on trust for the Company. The Council shall promptly provide to the Company such information as is necessary to enable the Company to calculate amounts payable under this clause. The Council shall use all reasonable endeavours to ensure that the amount of each payment to be made under this clause is determined, and paid, as quickly as possible.
- 10.4 **Post-Completion wash-up:**
- (a) The parties acknowledge that:
 - (i) the Settlement Amount is calculated on the basis of the Council's best estimate of its Council Water Infrastructure Debt; and
 - (ii) each of the Council's share of Establishment Costs, the Council's Establishment Funding Share and any Transitional Activity Costs is calculated on the basis of the Council's best estimate of those amounts,

as at the date of the Council Debt Notice.
 - (b) Within **[12]** months of the Completion Date, the Council will give a further notice ("**Final Debt Notice**") to the Company setting out the actual amount of its Council Water Infrastructure Debt, the Council's share of Establishment Costs, the Council's Establishment Funding Share (including interest incurred by the Council on the Council's Establishment Funding Share) and any Transitional Activity Costs (together, the "**Final Debt Amount**") as at the Completion Date, including sufficient detail for the Company to

be able to verify the Final Debt Amount payable by the Company, including at such dates agreed under clause 1(a)(ii)(A) of Schedule 2A.

- (c) The Final Debt Notice will also include the amount of the difference between the Settlement Amount and the Final Debt Amount ("**Difference**"), which, if the Settlement Amount is greater than the Final Debt Amount, will be repayable by the Council to the Company, and if the Settlement Amount is less than the Final Debt Amount, will be payable by the Company to the Council, in accordance with subclause (e) below.
- (d) The Company shall:
 - (i) as soon as practicable after receipt of the Final Debt Notice, notify the Council about whether the Company wishes to verify the amount(s) set out in the Final Debt Notice, and if yes, the reasonable time period required by the Company to do so; and
 - (ii) if it notifies the Council that it wishes to verify the amount(s) set out in the Final Debt Notice, the Company will complete its verification within the reasonable time period notified to Council under subclause (d)(i)(or such other period agreed in writing with the Council), and notify the Council of such completion.
- (e) Within [10] Business Days of the later of:
 - (i) the receipt of the Final Debt Notice;
 - (ii) the date of completion of the Company's verification of the Final Debt Notice under subclause (d) above; and
 - (iii) if applicable, the Final Debt Amount being agreed or determined in accordance with paragraph 2 of Schedule 2A,

the relevant party with the payment obligation under subclause (d) above will pay the Difference to the other.

10.5 **Company to provide information:** Following Completion, the Company shall permit the Council such access to its records as shall be reasonably necessary to enable the Council to complete tax returns and to comply with other statutory obligations of the Council relating to the Business and/or the provision of the Transferring Water Services.

10.6 **Council to provide information:** Following Completion, the Council shall permit the Company to have access to its records, and to take copies thereof, for the purpose of conducting the Business or complying with other statutory obligations of the Company relating to the Business, the Responsibilities and/or the provision of the Transferring Water Services.

11. WARRANTIES AND INDEMNITIES

11.1 **Warranties:** In consideration of the Company entering into this agreement, the Council warrants to the Company, as at the Completion Date, that:

- (a) the Assets:
 - (i) are the absolute property of, and under the control of, the Council; and
 - (ii) are not subject to any Encumbrance;

- (b) the Assumed Contracts are valid, binding and enforceable in accordance with their terms, and the Council is not, nor will at Completion be, in breach, in any material respect, of any such contracts; and
- (c) the Council is not in breach, in any material respect, of any of the Responsibilities.

11.2 **Qualifications:** The Warranties are given subject to:

- (a) any exception or qualification fairly disclosed in any formal disclosure letter given by or on behalf of the Council to the Company before execution of this agreement by the Company (disclosure will be considered to have been made if the matter is included in the approved Council water services delivery plan); and
- (b) any matter or thing done or omitted to be done in accordance with any provision of this agreement or at the request, or with the prior approval, of the Company.

11.3 **Company Acknowledgement:** The Company acknowledges and agrees that:

- (a) the Assets are sold on a strictly "as is where is" basis; and
- (b) the Council has not made any statement, representation or warranty (express or implied) as to, and the Company has no claim against the Council in respect of, the fitness, quality, condition or state of repair of any of the Assets.

APPENDIX 1 – MATTERS TO BE TRANSFERRED

ASSETS

	Assets	Place of delivery and how delivery will occur
1.	[eg all drinking water pipes located in Service Area]	[in situ]
2.		
3.		

OBLIGATIONS

A ASSUMED CONTRACTS

	Contract name/description	Counterparty consent required?
1.		
2.		

RESPONSIBILITIES

A) STATUTORY RESPONSIBILITIES

	Statutory Responsibilities	Reference
1.		
2.		
3.		

B) OPERATIONAL RESPONSIBILITIES

	Operational Responsibilities	Reference
1.		
2.		
3.		

C) MANAGEMENT RESPONSIBILITIES

	Management Responsibilities	Reference
1.		
2.		

3.		
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D) RESOURCE CONSENTS RESPONSIBILITIES

	Resource Consents Responsibilities	Reference
1.		
2.		
3.		

E) IWI AND HAPŪ RESPONSIBILITIES

	Iwi and hapū Responsibilities	Reference
1.		
2.		
3.		

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APPENDIX 2 – MATTERS TO NOT BE TRANSFERRED

EXCLUDED ASSETS

	Excluded Assets
1.	
2.	
3.	

EXCLUDED CONTRACTS

	Excluded Obligations
1.	
2.	
3.	

EXCLUDED RESPONSIBILITIES

	Excluded Responsibilities	Reference
1.		
2.		
3.		

SCHEDULE 2A

[Drafting note: at the time of entering into the Shareholders' Agreement, work is still underway to particularise the detail of this Schedule 2A. Schedule 2A will be updated after the Shareholders' Agreement has been signed. The proposed final schedule will be agreed by the Chief Executives of the relevant councils and brought to each shareholding council to approve in advance of their Agreed Transfer Date and having regard to the agreed principle that there will be consistency in the terms of the transfer agreements across councils]

Settlement Amount and Council Water Infrastructure Debt Calculation**1. Principles for establishing the net debt calculation**

- (a) The intent is that the Company either:
 - (i) pays the Council an amount equal to:
 - (A) the Council's Council Water Infrastructure Debt;
 - (B) the Council's share of the Establishment Costs;
 - (C) the Council's Establishment Funding Share, including interest incurred by the Council on the Council's Establishment Funding Share; and
 - (D) any Transitional Activity Costs,

(in each case to the extent actually paid to the Company or a third party by the Council, and not previously repaid to the Council); or
 - (ii) agrees with the Council in writing that:
 - (A) the Council will retain some or all of its Council Water Infrastructure Debt until future date(s) agreed with the Company, on which the Company will pay the Council the amount of that retained Council Water Infrastructure Debt;
 - (B) the Company will pay the Council an amount equal to the Council's Council Water Infrastructure Debt (less the amount that will be retained by the Council under subclause (a)(ii)(A) above), the Council's share of the Establishment Costs, and the Council's Establishment Funding Share (to the extent actually paid to the Company and not previously repaid to the Council); and
 - (C) the Company will meet such costs of the Council in retaining the Council Water Infrastructure Debt under subclause (a)(ii)(A) above, as agreed and specified in writing between the parties.
- (b) The Council will be responsible for paying its creditors and collecting its receivables balances at the Completion Date.
- (c) The Council will remain responsible for the provision of the Transferring Water Services until the Completion Date, but will not incur debt amounts greater than those projected in the Council's long-term plan in place on the date of the Shareholders' Agreement (notwithstanding any subsequent amendments to such long-term plan after that date).

2. Council Water Infrastructure Debt determination

- (a) Within [20] Business Days of receipt of the Council Debt Notice or the Final Debt Notice (as applicable), the Company may request further information from the Council, and/or may take steps to verify or audit the amounts set out in the Council Debt Notice or the Final Debt Notice (as applicable).
- (b) The Council will promptly provide all reasonable assistance to the Company in respect of any further information requested or any verification or audit which the Company wishes to undertake.
- (c) If the Company does not agree with the amount of the Council Water Infrastructure Debt set out in the Council Debt Notice or the Final Debt Notice (as applicable), the Company will, provide notice in writing to the Council, after which the parties will discuss and endeavour to agree the amount of the Council Water Infrastructure Debt within [10] Business Days after receipt of that notice (or such longer period as is agreed between the parties in writing). If the parties cannot agree the amount of the Council Water Infrastructure Debt in that period, the Company may, by notice in writing to the Council, refer the matter for expert determination in accordance with clauses 8.2(b)(i) to (vi) (applied with the necessary amendments to make those clauses applicable to the determination of the Council Water Infrastructure Debt).

3. Settlement Amount calculation [Drafting note: To be confirmed]

Subject to paragraph 1(a)(ii) of this Schedule 2A, the Settlement Amount is the Council's best estimate of the amount of the Council Water Infrastructure Debt as at the Completion Date:

- (a) [TBC]

4. Transitional Activity Costs

[TBC]

SCHEDULE 3

SHARED INTEREST AND CHARGING ARRANGEMENTS TERMS AND CONDITIONS

Purpose of Schedule 3: This Schedule 3 provides for how the parties will work together in relation to:

- (a) ensuring that Shared Interests are managed effectively and efficiently; and
- (b) the arrangements for Water Charges for the Water Services to be performed by the Company.

1. RELATIONSHIP MANAGEMENT

1.1 **Relationship principles:** The parties will engage and work with each other under this agreement in accordance with the following relationship principles:

- (a) **Partnering approach:** The parties wish to build and maintain a strong, enduring, high-trust relationship to enable effective and sustainable delivery of Water Services and Water Services infrastructure to consumers and the community over the long term. The parties will take a relationship-based, strategic partnering approach which incorporates working collaboratively together in good faith, while also acknowledging each other's independence and respective legislative functions and obligations.
- (b) **Have regard to consumers and communities:** The parties acknowledge that the delivery of safe, reliable, resilient, accessible, affordable and efficient Water Services is of significant importance to the consumers and community within the Service Area. While the delivery of Water Services and Water Services infrastructure remains the statutory responsibility of the Company, the parties will at all times have regard to the needs of the consumers and communities in the Service Area where services are delivered, and to the local cultural or environmental factors of the consumers and communities in that Service Area.
- (c) **Engaging with each other:** The parties will engage with each other in the spirit of cooperation, respectful and honest behaviour, and take a 'no surprises' approach to preserve and strengthen the integrity of the relationship.
- (d) **Cooperation:** The parties will act reasonably at all times and consult with each other as early as practicable about anything that may materially affect a party's performance under this agreement or a Service Order, or about any possible or actual breach of the same.

2. MATTERS OF SHARED INTEREST

2.1 **General:** The parties will interact and work together in respect of the Shared Interests to ensure that:

- (a) matters of Shared Interests are managed effectively and efficiently; and
- (b) each party can meet its statutory and contractual obligations.

2.2 **Arrangements:** Accordingly, in respect of the Shared Interests, the parties will comply with their obligations under the detailed arrangements for each of the Shared Interests as set out in Appendices 1 to [X] of this Schedule 3 ("**Shared Interest Arrangements**").

2.3 **Minimum requirements:** The Shared Interest Arrangements must meet the following minimum requirements:

- (a) the functions, roles, responsibilities and accountabilities of each party are defined;
- (b) each party can meet their statutory functions, power and duties;
- (c) any additional services that one party to the other when carrying out its functions, powers and duties will be detailed in a Service Order; and
- (d) the costs for each party to perform their obligations in respect of the arrangements will lie as they fall, unless otherwise agreed under the arrangement, or a related Service Order.

2.4 **Changes to Shared Interest Arrangements:** The Shared Interest Arrangements and any related Service Orders agreed under this clause 2 of Schedule 3 may need to be further developed and amended as the relationship between the parties develops. Either party may make a recommendation to the Interface Governance Group to amend the Shared Interest Arrangements or Service Order, provided that:

- (a) any change to the Shared Interest Arrangements or Service Order must be agreed in writing between the parties; and
- (b) a change to the Shared Interest Arrangements or Service Order will be effective from the date the parties agree to implement the changes.

3. **COUNCIL CONTINUES TO COLLECT CHARGING AND REVENUE COLLECTION ARRANGEMENTS FOR A TRANSITIONAL PERIOD**

3.1 **Collection by Council:** The parties agree that on a transitional basis as part of the Post-Completion Transition Services, and in accordance with clause [6(b)] of Schedule 2 of the LG(Ws) Act, the rates, fees and other charges in relation to the Transferring Water Services will be collected by the Council ("**Water Charges**") on behalf of the Company.

3.2 **Water Charges Arrangements:** In respect of the Council continuing to collect the Water Charges, the parties will agree Water Charges arrangements that specify:

- (a) how and when the Council will pass revenue collected on to the Company, including details of transitional arrangements and the duration of those arrangements;
- (b) any associated fees and expenses that will be charged and retained by the Council; and
- (c) a confirmation that, for the period of time the Council collects the rates, fees and other charges, the Council will provide the Company with sufficient revenue each Financial Year to enable the Company to undertake the capital and operating investment programme in the Company's capital works programme (as informed by each Shareholder's respective capital works programme immediately prior to incorporation of the Company) and, once adopted by the Company, in the Company's Water Services Strategy for a Financial Year.

3.3 **Final decision responsibility:** The:

- (a) Company's capital expenditure and operating expenditure for the Water Services provided by the Company; and
- (b) Company's level of Water Charges for the Water Services,

will be as set out in the Company's annual water services budget, and the final decision-maker in respect of such matters will be as set out in the Constitution and the Shareholders' Agreement.

4. TRANSITION TO COMPANY COLLECTION CHARGING AND REVENUE COLLECTION ARRANGEMENTS

4.1 Collection by Company: The parties agree that after the transitional period (the duration of which will be determined by the Board in consultation with the Shareholding Councils), and in accordance with clause [6(b)] of Schedule 2 of the LG(WS) Act, Water Charges will be collected by the Company. Once this applies:

- (a) clause 2.1 above will cease to apply and the Company will collect Water Charges in accordance with its powers and statutory obligations under the LG(WS) Act, and
- (b) the water charges arrangements agreed pursuant to clause 2.2 above will cease to apply, with the Council no longer entitled to charge any associated fees and expenses previously charged.

5. GOVERNANCE FOR MANAGING SHARED INTERESTS

5.1 Purpose of Interface Governance Group: The parties will establish an Interface Governance Group comprising the parties' Representatives to be the first point of contact in relation to any issues concerning their nominated subject area in respect of the Shared Interest Arrangements, Service Order or other matter under this Agreement.

5.2 Appointment of Representatives:

- (a) Each party will appoint the respective person(s) in accordance with the process identified in clause 5.2(b) of Schedule 3 to be that party's representative and point of contact who is responsible for management of the relationship between the parties ("**Representative**"). There may be additional Representatives named by one party for different subject areas.
- (b) Three months prior to the Completion Date, each party will confirm their Representative and the members they wish to appoint as additional Interface Governance Group members.
- (c) Each party shall ensure that its Representative and Interface Governance Group members are reasonably available during normal business hours.
- (d) Each party may replace a Representative or Interface Governance Group member by giving notice to the other party. Both parties will ensure that any replacement is a person with similar experience and seniority as the representative / member being replaced and will provide the contact details of the replacement to the other party.

5.3 Interface Governance Group Members:

- (a) The Interface Governance Group members will be those members notified in writing in accordance with clause 5.2(b) above. There shall be no more than 3 Interface Governance Group members per party at any one time (including the Representative).
- (b) Each party shall ensure that its member(s) are committed and reasonably available to carry out their role in relation to the Interface Governance Group, including attending governance meetings.
- (c) Each party may nominate another person or member to be its alternate and may remove that alternate appointed by them at anytime.

- (d) Each party may replace its member by giving notice to the other party. Both parties will ensure that any replacement is a person with similar experience and seniority as the previous named member and will provide the contact details of the replacement to the other party.

5.4 **Role of Interface Governance Group:** The purpose of the Interface Governance Group is to:

- (a) consider any Compliance Reports submitted to it and propose any recommendations to address any non-compliance identified;
- (b) consider any information sharing issues as referred to at clause 2 of Schedule 5;
- (c) consider and attempt to resolve any issues or disputes referred to it by a party under clause 10 of Schedule 5;
- (d) carry out the review of this agreement under clause 3 of Schedule 5;
- (e) consider and provide a recommendation to each party of any proposed change to this agreement, including any Service Orders; and
- (f) consider such other matters as the parties may agree.

5.5 **Governance reporting:** The Representatives are to report to the Interface Governance Group on each party's compliance with this agreement including in respect of the Shared Interest Arrangements and Service Orders, on an annual basis from the Commencement Date ("**Compliance Report**"):

- (a) The purpose of the Compliance Report is to ensure that there is transparency as to how the parties are meeting their respective obligations under this agreement. Prior meeting minutes to identify issues can be used to form the basis of the Compliance Report.
- (b) The Representatives must agree on the content of the Compliance Report before delivering to the Interface Governance Group for consideration, however if agreement is not possible, then each Representative may submit its own Compliance Report to the Interface Governance Group.
- (c) The Representatives will determine a process for ensuring that they can meet their obligations under this clause 4.5 of Schedule 3 at least three months before the Compliance Report is due.

5.6 **Meetings of the Interface Governance Group:**

- (a) The first chair of the Interface Governance Group is the member appointed in accordance with the process set out in the Agreement Details and is appointed for the first 2 years after the Commencement Date. At the end of the first chair's term, the next chair (who shall hold office for a similar term) shall be a member nominated from the other party and so on, so that the chair rotates between the parties.
- (b) The Interface Governance Group shall meet at least once every 6 months and more frequently if required or agreed.
- (c) At the first Interface Governance Group meeting of each year, the location and dates of each meeting for the following calendar year will be set.

- (d) The Company will be responsible for administrative tasks in relation to the Interface Governance Group, such as issuing reminders and an agenda, distributing any material and taking minutes at the meeting.
- (e) Decisions and recommendations of the Interface Governance Group shall be unanimous.
- (f) A quorum of the Interface Governance Group shall be at least one member from each party.
- (g) Where a matter to be discussed by the Interface Governance Group affects the interests of another shareholding council of the Company, the Representatives may agree to meet with the representatives of that shareholding council.

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APPENDIX 1 – SHARED INTEREST ARRANGEMENTS FOR [X]

[Drafting Note: to be completed after the date of incorporation and agreed across shareholders once there is clarity on LG(WS) and the Board is in place to discuss the below matters with the Shareholder Representative Form and / or the Chief Executives across the Councils]

[The matters of shared interest under section 5(2) of the LG(WS) Act include (but are not limited to):

- (a) when the territorial authority is performing and exercising its functions, duties, and powers under the Building Act 2004; and*
- (b) land use planning and resource management planning (including consent processes); and*
- (c) the performance or exercise of any other statutory functions, duties, and powers of the parties that are relevant to both parties (for example, emergency management).*

Example: *By way of example, for item (b) above (land use planning and resource management planning) the parties will need to provide for:*

- (a) how the parties will engage and work together in relation to land use planning and the provision of and planning for water services;*
- (b) how the Council will work with the Company in relation to its planning process under the Resource Management Act 1991;*
- (c) sharing information for the purposes of each party carrying out its statutory and contractual functions;*
- (d) engaging with the community in relation to planning for growth;*
- (e) how the parties will engage in relation to the Company performing its functions under the Building Act; and*
- (f) how the parties will work together in relation the processes, principles, and scope of assessment to be adopted by Council Resource Consent Planners, Regulatory Engineering in relation to the assessment of resource consents and engineering approvals.]*

APPENDIX 2 – SHARED INTEREST ARRANGEMENTS FOR [Y]

[Placeholder for inserting any other Shared Interest Arrangements.]

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SCHEDULE 4**AD HOC SERVICES AND DELIVERABLES**

PURPOSE OF SCHEDULE 4: Schedule 4 provides the terms and conditions that apply to the Company providing ad hoc services to the Council, or the Council providing ad hoc services to the Company. Ad hoc services may include services required during a transitional period or on an ongoing basis, and as an example, could include human resources or payroll services, IT services or other back-office services. The parties will enter into a Service Order for the provision of any ad hoc services, or for any services required in relation to a Shared Interest Arrangement under Schedule 3.

1. AD HOC SERVICES

- 1.1 **Ad Hoc Services:** From time to time, the parties may enter into a Service Order where a party ("**Service Recipient**") requires the other party ("**Service Provider**") to provide a particular Service for a fixed term or on an enduring basis for the benefit of the Service Recipient.
- 1.2 **Service request process:** The Service Recipient may request the Service Provider to submit to the Service Recipient a draft Service Order in respect of providing certain Services and Deliverables to the Service Recipient. Within a reasonable period after receiving the draft Service Order, the Service Recipient will notify the Service Provider either:
- (a) that the Service Recipient accepts the proposal, in which case clause 1.3 of this Schedule 4 will apply;
 - (b) that the Service Recipient wishes to negotiate the proposal, in which case the parties will promptly negotiate the proposal and, once agreement is reached, clause 1.3 of this Schedule 4 will apply; or
 - (c) that the Service Recipient rejects the proposal, in which case the parties will have no further obligation to each other with respect to the proposal or its subject matter.
- 1.3 **Implementation:** If the Service Recipient accepts the Service Provider's proposal to provide Services and Deliverables as contemplated in clause 1.1 of this Schedule 4, then they will jointly finalise a Service Order relating to such Services or Deliverables. Once executed by both parties, the Service Order will form part of this agreement. Until such time as the Service Order is executed, the Service Provider will not be required to provide any Services or Deliverables, and the Service Recipient will have no obligation to pay any amount, in respect of that proposed Service Order.

2. GENERAL OBLIGATIONS

- 2.1 **General:** In performing its obligations under this agreement and any Service Order, the Service Provider will:
- (a) provide all Personnel, processes and resources required to perform its obligations under this agreement, including to provide the Services and Deliverables;
 - (b) comply with the reasonable directions of the Service Recipient;
 - (c) as applicable, provide and implement the Services and Deliverables in accordance with the terms of this agreement and each relevant Service Order;
 - (d) provide all equipment, tools, materials and other resources necessary for the provision of the Services and Deliverables;

- (e) take full responsibility for the performance of all tasks and activities necessary to provide the Services and Deliverables in accordance with each Service Order, other than tasks or activities specifically identified as being out of scope;
- (f) without limiting the Service Provider's other obligations, keep the Service Recipient advised of the progress of the provision of the Services and Deliverables and changes or possible changes to the scope or timing;
- (g) not damage or adversely affect the property, operations, reputation or goodwill of the Service Recipient or any related entity;
- (h) not disrupt the Service Recipient's operations and other activities, except to the extent reasonably required in order to provide the Services and Deliverables;
- (i) work co-operatively and collaboratively in good faith with the Service Recipient and all other contractors and service providers to the Service Recipient (including third party suppliers) at all times to ensure the Services and Deliverables are delivered to the Service Recipient efficiently, seamlessly and as required by the Service Recipient;
- (j) comply with all its obligations under law and maintain all licences, approvals, consents and permits required in order to provide the Services and Deliverables and otherwise to perform its other obligations under this agreement;
- (k) without limiting the Service Provider's other obligations, promptly notify the Service Recipient in writing of:
 - (i) any breach or likely breach of the Service Provider's obligations under this agreement; and
 - (ii) any matter that may impact on the Service Provider's ability to perform its obligations in accordance with this agreement; and
- (l) without limiting subclauses 2.1(a) to (k) of this Schedule 4 above, exercise that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, reasonable and experienced operator in the same or similar circumstances, with reference to Best Industry Practice.

2.2 **Remedies for failure:** If any of the Services and Deliverables are not, in the Service Recipient's reasonable opinion, provided in accordance with this agreement, the Service Recipient may, without limiting its other remedies:

- (a) give the Service Provider notice to immediately remedy the deficiency at the Service Provider's cost;
- (b) withhold any payment due to the Service Provider until the deficiency is satisfactorily remedied; and/or
- (c) if the Service Provider does not remedy the deficiency to the Service Recipient's reasonable satisfaction within a reasonable period after the Service Recipient giving notice under clause 2.2(a) of this Schedule 4, deduct a reasonable amount from any payment due to the Service Provider to reflect the cost to the Service Recipient to correct the deficiency.

2.3 **Personnel:** The Service Provider must:

- (a) ensure the Services and Deliverables are provided using appropriately experienced, skilled and qualified Personnel who are capable of providing the Services and Deliverables to the standards required under this agreement;
- (b) be responsible for all acts and omissions of its Personnel as if they were the acts or omissions of the Service Provider;
- (c) ensure that all of its Personnel comply with the terms of this agreement and with any of the Service Recipient's relevant policies, procedures and reasonable directions as notified by the Service Recipient; and
- (d) ensure that each Service Provider Personnel is willing to, and does, undergo security and other probity and clearance checks (including a check for criminal convictions) if required by the Service Recipient.

2.4 **Statutory or Regulatory Functions:**

- (a) Notwithstanding any provision in this agreement, the statutory obligations of either party are always paramount and not affected or varied by this agreement. Nothing in, or contemplated by, this agreement will be construed or interpreted as restricting or otherwise affecting the discretion of a party to exercise any of its powers or functions under any law, or to require a party to interfere with or influence the exercise of any power or discretion by any other person.
- (b) Any exercise of (or failure to exercise) a regulatory or statutory function by a party shall not, of itself, constitute an act, omission or breach by that party under this agreement.

2.5 **Protection of information systems:** Where a party is given access to the other party's information technology system to enable it to provide the Services and Deliverables, it must:

- (a) only use the system to provide the Services and Deliverables;
- (b) take all reasonable care in using the system, including all hardware, software and applications and observe all relevant license agreements, the other party's policies, security procedures and work practices;
- (c) not interfere with or dispute or cause any damage to the system;
- (d) ensure that the system is protected from unauthorised access or use or misuse, damage or destruction by any person;
- (e) not allow the integrity of data and information held on the system to be compromised; and
- (f) follow the policies and procedures of the other party to maintain the accuracy of data and information held within the system.

3. **PAYMENT AND INVOICING**

- 3.1 **Charges:** The Charges payable by the Service Recipient to the Service Provider for the provision of the Services or Deliverables will be as set out in the applicable Service Order.
- 3.2 **Rates Card:** The Service Provider agrees that the labour rate used to calculate the Charges shall be no more than the amounts set out in the Rates Card, for the corresponding Service Provider Personnel of the relevant role.

- 3.3 **No other amounts payable:** The Charges are the only amounts payable by the Service Recipient for the Services and Deliverables and all other related matters.
- 3.4 **GST:** Unless otherwise agreed on a case by case basis, all Charges are exclusive of GST, which shall (if applicable) be additionally payable by the Service Recipient at the same time as payment of the Charges.
- 3.5 **Withholding tax:** If the Service Recipient is required by law to make a deduction or withholding from any payment made to the Service Provider on account of withholding taxes, payment by the Service Recipient to the Service Provider of the net amount after such deduction or withholding will be a complete and final discharge by the Service Recipient of its obligation to make the relevant payment.
- 3.6 **Expenses:** The Service Provider is responsible for all expenses incurred by it under this agreement, unless otherwise expressly specified in the relevant Service Order or the Service Recipient has given its prior written approval to reimbursement of such expenditure.
- 3.7 **Invoice:** The Service Provider will invoice the Service Recipient for the Charges in respect of the Services and Deliverables, within 90 days of the Service Provider having the right to issue such invoices under the relevant Service Order. Each invoice must be:
- (a) a valid tax invoice for the purposes of the Goods and Services Tax Act 1985;
 - (b) be sent directly to the Service Recipient via email to the email address set out in the Agreement Details; and
 - (c) include all information reasonably required to enable the Service Recipient to validate the claim for payment including:
 - (d) any purchase number, Service Order number or contract number applicable to the invoice;
 - (e) reference to this agreement (under which the invoice is issued); and
 - (f) the Charges for and description of each Service and/or Deliverable being invoiced,
- ("Valid Tax Invoice").
- 3.8 **Payment:** The Service Recipient shall pay each invoice by the 20th day of the month following the month of receipt of the invoice by Service Recipient.
- 3.9 **Disputed invoices:** If the Service Recipient raises any Dispute in relation to an invoice submitted under this clause 3, then the Service Recipient must pay the undisputed portion of the Valid Tax Invoice on or before the due date for payment of that invoice, but may withhold payment of the disputed portion until the dispute is resolved.
- 4. DISENGAGEMENT SERVICES**
- 4.1 **Commencement:** Commencing at any time before or from the termination or expiry of all or any part of a Service Order for any reason (including due to termination or expiry of this agreement), the Service Provider shall, at the request of the Service Recipient in writing, provide disengagement services in respect of the Services and/or Deliverables in that Service Order.
- 4.2 **Duration:** The Service Provider shall provide the required disengagement services for up to 12 months after termination or expiry of the relevant Service Order, as agreed by the parties.

- 4.3 **Disengagement Services:** The disengagement services may include the Service Provider:
- (a) continuing performance of the Services and Deliverables to the extent required by the Service Recipient (and the relevant terms of this agreement and the relevant Service Order continue to apply to the performance of the Services and Deliverables in accordance with this clause);
 - (b) promptly assisting the Service Recipient to prepare a disengagement plan specifying the key tasks to be performed by each party to enable the smooth and orderly end or transition of the provision of the Services and Deliverables and the timeframes for the performance of such tasks;
 - (c) actioning the disengagement plan within the required timeframes;
 - (d) delivering to the Service Recipient any documentation or other materials relating to the Services and Deliverables as they exist as at the date of termination;
 - (e) answering questions and providing information relevant to the Services and Deliverables as requested by the Service Recipient;
 - (f) providing reasonable assistance for the Service Recipient to acquire rights to access and use facilities, equipment, documentation and other resources used by the Service Provider to provide the Services and Deliverables;
 - (g) arranging or procuring the secondment of suitably qualified Personnel as may be reasonably required by the Service Recipient;
 - (h) transferring, relocating or disposing of tangible property owned by the Service Recipient from the Service Provider's sites to locations designated by the Service Recipient;
 - (i) returning to the Service Recipient intellectual property and other intangible property of the Service Recipient;
 - (j) providing training reasonably required by the Service Recipient; and
 - (k) providing any additional Disengagement Services specified in the relevant Service Order.
- 4.4 **Charges:** If the Service Provider is required to provide disengagement services, the Service Recipient shall pay a fee for such services, which will be such amount as agreed in the relevant Service Order or, where such fee has not been agreed, the Service Provider may charge a reasonable fee for the performance of the disengagement services, consistent with the Rates Card. The Service Provider must do all things reasonably practical to minimise any such fee.
- 4.5 **Other rights and remedies:** Nothing in this clause 4 limits the Service Provider's or the Service Recipient's rights to recover damages from the other party under this agreement or to pursue any additional or alternative remedies provided by law.

APPENDIX 1 – SERVICE ORDER TEMPLATE

SERVICE ORDER – [SUBJECT NAME]

This Service Order is issued under the transfer agreement between Waikato Waters Limited ("Waikato Waters") and [insert Council] (Council) dated [insert date] ("Transfer Agreement").

By signing this Service Order, the parties agree to comply with the terms as set out in this Service Order and the terms of the Transfer Agreement apply to this Service Order, except as amended expressly in this Service Order.

Defined terms used in this Service Order have the meanings given to them in the Transfer Agreement, unless they are defined differently in this Service Order.

Background

Service Order number	[Insert]
Scope of Services	[Insert a short description of this Service Order]
Commencement	[Insert commencement date of this Service Order]
Service Recipient	[Insert relevant party]
Service Provider	[Insert relevant party]

Term and Services

Topic	Details	
Term of Service Order	This Service Order will remain in effect for [select one [the duration of the Interface and Services Agreement] or [insert term]], unless terminated earlier by agreement or in accordance with the terms of the Transfer Agreement	
Services description/service levels/roles and responsibilities	Refer to Attachment 1 of Schedule 4 - Services description/level of service	
Key Personnel	Name	Role
Service Recipient		
Service Provider		

Pricing and Payment

Pricing
[Insert] OR
[Refer to Attachment 2 – Pricing Terms] OR
[Not applicable]

Due date for payment

[Insert]

[As per the Transfer Agreement, unless the Pricing Terms included in Attachment 2 to this Service Order provide otherwise] OR

[Not applicable]

Attachments

Attachments

- Attachment 1 - Services description/level of service
- Attachment 2 - Pricing terms
- [Insert any other attachments]

SIGNED by Waikato Waters Limited

Signature of authorised signatory

Name of authorised signatory

SIGNED by [Council]

Signature of authorised signatory

Name of authorised signatory

ATTACHMENT 1 TO SERVICE ORDER
Detailed Services descriptions and Service levels

[This will include details of the Services to be provided, for example, Services descriptions (and any exclusions), responsibility of the parties, timeframes for delivery of Services, objectives, priorities, performance targets and measures, monitoring and compliance, key contacts, information sharing, meeting schedules, risks].

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ATTACHMENT 2 TO SERVICE ORDER
Pricing terms

[This will include the Fee for the provision of Services by the Service Provider]

DRAFT

APPENDIX 2 – RATES CARD AND SERVICES CATALOGUE

[Placeholder for parties to agree a rates card that will apply for services being provided by the council or Company in respect of the Ad Hoc Services.

The parties could also specify the types of services which may be provided by one party from time to time.]

DRAFT

SCHEDULE 5**GENERAL TERMS AND CONDITIONS**

PURPOSE OF SCHEDULE 5: The general terms and conditions that apply to all parts of this agreement are set out under this Schedule 5.

1. TERM

- 1.1 **Term:** This agreement commences on the Commencement Date and continues until terminated in accordance with clause 12 of this Schedule 5.

2. INFORMATION SHARING, CONFIDENTIALITY AND CO-OPERATION

- 2.1 **Information sharing:** The parties agree that, in respect of information shared between the parties under this agreement:

- (a) subject at all times to a party's obligations at law, both parties will use all reasonable endeavours to share information with each other where that information assists a party to carry out its statutory functions, powers and duties;
- (b) where information is shared, the party receiving the information will adhere to any conditions imposed by the other concerning the release and storage of that information;
- (c) the parties will act in good faith and in accordance with the Relationship Principles when a party reasonably makes a request for information to be shared; and
- (d) where information is in the public domain (other than as a result of an unpermitted act or omission of a party that obtained that information), then any conditions imposed in relation to the release and storage of that information, no longer apply.

- 2.2 **Managing issues:** Any concern or dispute in relation to a party not sharing information, conditions imposed in relation to the storage or use of that information or the use by a party of information that has been shared, will be referred to the Interface Governance Group and if not resolved will be dealt with under the dispute resolution process at clause 10 of this Schedule 5.

- 2.3 **Confidentiality:** Each party shall:

- (a) use its reasonable endeavours to identify Confidential Information relating to that party at the time it is supplied to the other party; and
- (b) deal with all Confidential Information in accordance with clause 11 of this Schedule 5.

3. REVIEW OF AGREEMENT

- 3.1 **Periodic review:** Subject to clause 42 below, this agreement must be reviewed at intervals of not more than 5 years.
- 3.2 **First review:** The parties have agreed that the first review must occur within 5 years of the date of this incorporation of the Company so that any learnings from that initial period are captured. As part of the first review the parties will agree the subsequent period of review, and if this is not agreed then the subsequent review will be 5 years after the initial review.
- 3.3 **Content of review:** A review of this agreement may include a review of:

- (a) the Relationship Principles;
- (b) whether the provisions of this agreement and any Service Orders are being complied with and are functioning adequately from a practical perspective;
- (c) the roles and responsibilities of each party set out in the Service Orders to ensure that the objectives of this agreement are being met and that the statutory functions, powers and duties of each party are not being unduly impacted;
- (d) whether additional or amended Services and Deliverables are required under any Service Order; and
- (e) residual issues from the Compliance Reports and any actions from the Interface Governance Group.

4. HEALTH AND SAFETY

4.1 **Avoidance of accidents:** In performing its obligations under this agreement, the Service Provider must provide all Services and Deliverables with the health and safety of the Service Provider's Personnel and the Service Recipient's Personnel in mind, and take all necessary steps to ensure that its performance of this agreement will not cause physical injury or damage to:

- (a) the Service Provider's Personnel, the Service Recipient's Personnel or their respective property; and
- (b) the Service Recipient's clients and their property.

4.2 **Health and Safety:** Without limiting any other obligations under this agreement:

- (a) the Service Provider must:
- (b) consult, cooperate and coordinate with the Service Recipient to the extent reasonably required by the Service Recipient to ensure that the Service Recipient and the Service Provider will each comply with their respective obligations under the Health and Safety at Work Act 2015 as they relate to this agreement;
- (c) perform its, and ensure that its Personnel perform their, obligations under this agreement in compliance with its and their obligations under the Health and Safety at Work Act 2015;
- (d) comply with all reasonable directions of the Service Recipient relating to health, safety and security; and
- (e) report any health and safety incident, injury or near miss, or any notice issued under the Health and Safety at Work Act 2015, to the Service Recipient to the extent that it relates to, or affects, this agreement.

4.3 **Requirement to consult, co-operate and co-ordinate:** The Service Recipient must, so far as is reasonably practicable, consult, co-operate with, and co-ordinate activities with the Service Provider to the extent required by the Service Recipient to ensure that the Service Recipient and the Service Provider will each comply with their respective obligations under the Health and Safety at Work Act 2015 as they relate to this agreement.

5. INTELLECTUAL PROPERTY

5.1 Pre-Existing Intellectual Property:

- (a) All Pre-Existing Intellectual Property remains the property of the original owner.
- (b) In relation to any Service:
 - (i) the Service Provider grants or agrees to procure the grant to the Service Recipient of a royalty free, unrestricted, perpetual, non-exclusive, transferable, sub-licensable, irrevocable licence to enable the Service Recipient to make use of the Services and Deliverables including to adapt, update or amend any works; and
 - (ii) the Service Recipient grants to the Service Provider a royalty free, unrestricted, perpetual, non-exclusive, transferable, sub-licensable, irrevocable licence to use and copy the Service Recipient's Intellectual Property Rights to the extent required to enable the performance of the Services or Deliverables.

New Intellectual Property:

- (a) Unless otherwise agreed, any New Intellectual Property created as a result of, or in connection with, the provision of the Services and Deliverables shall be owned by the Service Recipient on creation, and the Service Provider shall perform all necessary acts to vest such New Intellectual Property in the Service Recipient.
- (b) Where ownership in New Intellectual Property cannot be vested or the parties agree otherwise, the Service Provider grants or agrees to procure the grant to the Service Recipient of a royalty free, unrestricted, perpetual, non-exclusive, transferable, sub-licensable, irrevocable licence to enable the Service Recipient to make use of the New Intellectual Property Right.
- (c) The Service Provider is not liable for the use of the New Intellectual Property or Pre-existing Intellectual Property other than to the extent reasonably required for the intended purpose relating to the Services and Deliverables.
- (d) Either party may use any generic ideas, know-how, concepts and techniques developed under this agreement or a Service Order or learnt from the other party provided that such use does not infringe the other party's (or its supplier's) copyrights, trademarks, patents or other Intellectual Property Rights and is not in breach of clause 2 of this Schedule 5.
- (e) Each party indemnifies the other party ("**Indemnified Party**") against all actions, proceedings, losses, liabilities, damages, claims, demands, costs and expenses (including all legal costs and expenses on a solicitor and own client basis) suffered or incurred by the Indemnified Party arising out of or in connection with any claim relating to the use of that party's Intellectual Property in accordance with this agreement or a Service Order infringes the Intellectual Property Rights of a third party.

6. INSURANCE

- 6.1 **Insurances:** Any insurances required to be affected and maintained in relation to the Services and Deliverables, will be set out in a specific Service Order and subject to the terms of that Service Order.

7. FORCE MAJUERE EVENT

7.1 **Events of Force Majeure:** If any party is delayed in or prevented from carrying out any of its obligations or Services and Deliverables under this agreement or any Service Order (other than a payment of money) due to any circumstances beyond its reasonable control, including:

- (a) changes to legislation;
- (b) interference by a third party; or
- (c) natural disaster,

("Force Majeure Event") the party affected is to be excused from performance of those obligations or Services and Deliverables for as long as and to the extent that the prevention or delay lasts.

7.2 **Notice to the other party:** The party seeking to rely on a Force Majeure Event to excuse its non-performance is to give written notice to the other party of the circumstances and the way in which and the extent to which its obligations are prevented or impeded by the event within 10 Business Days of it first becoming aware of that event.

7.3 **Mitigation and co-operation:** Following notice of a Force Majeure Event, the parties are to:

- (a) take all reasonably practicable steps to limit the effects of the Force Majeure Event on the performance of the Services and Deliverables under this agreement and any Service Order;
- (b) work together to determine how the Services and Deliverables may safely continue to be provided during the Force Majeure Event; and
- (c) continue to carry out all obligations under this agreement and any Service Order to the extent possible despite the Force Majeure Event.

7.4 **No liability:** A party is not liable for failure to perform or for delay in performance of any obligations or Services and Deliverables under this agreement or any Service Order where it is prevented from performance during the Force Majeure Event.

8. RECORDS

8.1 **Records:** Both parties must keep and maintain full records and documentation in relation to this agreement and any Service Orders in accordance with the Public Records Act 2005, the Local Government Official Information and Meetings Act 1987, the Building Act 2004, the Local Government Act 2002, the LG(WS) Act and any applicable standards or policies.

8.2 **Period:** Both parties must comply with clause 8.1 of this Schedule 5 during the term of this agreement and for 7 years after this agreement ends.

9. CONFLICTS

9.1 **Conflicts of interest:** Both parties shall use best endeavours to ensure that conflicts of interest do not arise during the Term. If a party thinks that a conflict of interest may arise or has arisen, it shall notify the other party immediately in writing of this conflict and the structures and practices it has put in place to:

- (a) ensure that the conflict is avoided in practice; or

- (b) if avoidance is not practicable, ensure that the effects of the conflict are minimised.

9.2 **Honesty and integrity:** The Service Provider must maintain a high standard of honesty and integrity at all in times in the performance of this agreement and must not enter into any agreement or arrangement that will, or is likely to:

- (a) prejudice the Service Provider's ability to meet its obligations under this agreement; or
- (b) create a conflict of interest for the Service Provider.

9.3 **Resolve conflict:** Without limiting clause 9.1 of this Schedule 5, the Service Provider must:

- (a) immediately notify the Service Recipient in writing if the Service Provider is, or is likely to be, conflicted in the performance of its obligations under this agreement; and
- (b) take all actions reasonably required by Service Recipient to resolve any such conflict.

9.4 **Managing conflicts:** If the Service Provider does not take the actions required by the Service Recipient under clause 9.2(b) of this Schedule 5, or the Service Recipient considers that it cannot satisfactorily manage the conflict of interest, the Service Recipient, at its sole election, may terminate the relevant Service Order or, if applicable, this agreement, immediately upon written notice to the Service Provider.

10. DISPUTE RESOLUTION

10.1 **Notice in writing:** If a party claims that a dispute has arisen, that party must give written notice to the other parties. The written notice must specify the nature of the dispute.

10.2 **Negotiation:**

- (a) On receipt of a notice delivered in accordance with clause 10.1 of this Schedule 5 and before any party may refer a dispute to mediation, the Representatives must, in good faith and acting reasonably, do their best to resolve the dispute quickly and efficiently through negotiation.
- (b) If any Representative considers that the dispute is not being resolved in a timely manner, such Representative may serve written notice on the other parties' Representatives to escalate the dispute to the Chief Executives or equivalent (where the Representatives are not the Chief Executive or equivalent) of the applicable parties for resolution.
- (c) If the dispute has not been resolved within 20 Business Days (or within such other period as agreed by the parties) of the date of the notice referred to in clause 10.2 of this Schedule 5, any party may submit the dispute to mediation.

10.3 **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 the parties will each pay their own costs of preparing for and participating in the mediation (such as for travel and legal representation).

10.4 **Arbitration:**

- (a) If the dispute has not been resolved within 40 Business Days (or within such other period as agreed by the parties) of the dispute being referred to mediation, any party (the "**Initiating Party**") may refer such dispute to binding arbitration by issuing a written notice ("**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 10.4 of this Schedule 5 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 ("**NZDRC Rules**").
- (b) The arbitral panel shall 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 shall be as set out in Schedule 1 and the arbitration shall be conducted in the English language.
- (d) The award of the arbitration shall be in writing and must include reasons for the decision.
- (e) The award of the arbitration shall 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 shall 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 shall relieve any of the Parties of their respective obligations under this agreement.
- (h) The parties must do whatever is reasonably necessary to put into effect any negotiated or mediated agreement, arbitral award or other resolution.
- (i) During a dispute, each party must continue to perform its obligations under this agreement.
- (j) This clause does not restrict or limit the right of a party to obtain interlocutory relief.

11. **CONFIDENTIAL INFORMATION AND PUBLIC ANNOUNCEMENTS**

- 11.1 **Confidentiality:** Each party must keep confidential the Confidential Information, and must not disclose or permit the disclosure of such 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.
- 11.2 **Further permitted use and disclosure:** This agreement 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 agreement;
 - (c) the disclosure of Confidential Information is to a shareholder of a party, an elected official of such shareholder, a regulatory authority (including to The Water Services Authority – Taumata Arowai) or the Department of Internal Affairs;
 - (d) the disclosure of Confidential Information is to an employee, subcontractor, agent or representative who needs it for the purposes of this agreement;
 - (e) the disclosure is to a professional adviser in order for it to provide advice in relation to matters arising under or in connection with this agreement;
 - (f) the disclosure is required by a court or governmental or administrative authority; or
 - (g) the disclosure is required in accordance with clause 11.4 of this Schedule 5; or
 - (h) the disclosure is otherwise required by law.
- 11.3 **Consultation:** To the extent disclosure is required to be made in accordance with sub-clauses 11.2(f) to 11.2(h), the disclosing party must, as far as reasonably possible, consult with the other parties as to the content of such disclosure and only disclose such information as is reasonably.
- 11.4 **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 parties or the Company in relation to the Company or Water Services, except with the written consent of the other parties. Nothing in this provision shall prohibit or restrict a party from making a public announcements or media releases in connection with the party's own involvement with, or policies in relation to, the Company.
- 11.5 **Official Information Act 1982 and Local Government Official Information and Meetings Act 1987:** The parties acknowledge that the use or disclosure of information relating to the other party may be required by law (including under the Official Information Act 1982 and the Local Government Official Information and Meetings Act 1987), Ministers or through parliamentary convention so that a party may be obliged to disclose Confidential Information or other information of the other party.
- 12. TERMINATION**
- 12.1 **Termination:** This agreement may only be terminated by mutual agreement between the parties, subject to the parties complying with any applicable obligations under the Shareholders' Agreement, the LG(WS) Act and / or the LGPA Act.
- 12.2 **Effect of termination:**
- (a) Any termination of this agreement or any Service Order is without prejudice to and will not affect any rights, powers, remedies or obligations of a party that have and before termination or expiry, or limit either party's rights to recover damages from the other party under this agreement or pursue any additional or alternative remedies provided by law.
 - (b) Each Service Order entered into prior to the expiry of this agreement will remain in full force and effect in accordance with its provisions, and the provisions of this agreement will continue to apply in respect of each such Service Order until the expiry date of such

Service Order, unless such Service Order is terminated earlier in accordance with the terms of the relevant Service Order or by mutual agreement between the parties.

12.3 Other consequences of termination of Service Order: On termination or expiry of one or more Service Order:

- (a) the Service Provider must refund to the Service Recipient all amounts paid by the Service Recipient for Services or Deliverables not provided;
- (b) the Service Provider shall return to the Service Recipient all of the Service Recipient's property;
- (c) where one or more Service Order are terminated or expire, the Service Provider shall, on receipt of a written request from the Service Recipient and at the Service Recipient's option, return, destroy, and/or permanently delete from any media in or on which Confidential Information is stored, all Confidential Information in the possession or control of the Service Provider or any Personnel relating to those Service Orders; and
- (d) the Service Provider will provide any Disengagement Services as set out in the relevant Service Orders and in accordance with clause 4 of this Schedule 5. Where this applies, the term of this agreement and the relevant Service Orders shall be extended to such time as the Service Provider completes performance of the Services, Deliverables and obligations.

12.4 Partial termination:

- (a) Either party may, to the extent practicable, instead of termination of this agreement in full, terminate any affected Service, Deliverable or Service Order in whole or in part. From the relevant termination date, no Charges are payable for the terminated Services, Deliverables or Service Order (as applicable).
- (b) Without limiting any other rights or remedies that either party may have, if at any time a party that has exercised its rights to terminate under clause 12.3(a) of this Schedule 5, considers that any aspect of the partial termination is not proceeding to its satisfaction, it may by notice to the other party to convert the partial termination to a full termination.
- (c) If a party terminates this agreement without terminating all of the then current Service Orders, then the provisions of this agreement that are necessary for the performance or enforcement of those Service Orders shall survive as necessary to perform or enforce those Service Orders.

13. NOTICES

13.1 Giving notices: Any notice or communication given to a party under this agreement 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.
- (b) Emailed to that party at its email address and marked for the attention of the representative set out in Schedule 1.

13.2 **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.

13.3 **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 5pm 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.

14. GENERAL

14.1 **Consequential loss:** No party will be liable to any other party for any loss of profits, loss of saving, loss of goodwill or any consequential, indirect or special loss or damages arising directly or indirectly from any breach of this agreement or from any negligence or other act or omission.

14.2 **No partnership, joint venture:** Nothing in this agreement shall create or evidence any partnership, joint venture, agency, trust or employer/employee relationship between any of the parties, and a party may not make, or allow to be made, any representation that any such relationship exists between any of the parties. A party shall not have authority to act for, or to incur any obligation on behalf of, any other party, except as expressly provided for in this agreement.

14.3 **No privity:** Other than as expressly provided for in this agreement, this agreement is not intended to confer a benefit on any person or class of persons who is not a party to it.

14.4 **Counterparts:** This agreement is deemed to be signed by a party if that party has signed or attached that party's signatures to any of the following formats of this agreement:

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

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

14.5 **Entire agreement:** This agreement 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 agreement was executed.

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

- 14.7 **Further assurance:** Each party shall 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 agreement.
- 14.8 **Variation:** No variation of this agreement will be of any force or effect unless it is in writing and signed by the parties to this agreement.
- 14.9 **Assignments and transfer:** A party must not assign or transfer any of its rights or obligations under this agreement without the prior written consent of each of the other parties.
- 14.10 **Costs:** Except as otherwise set out in this agreement, each party must pay its own costs and expenses, including legal costs and expenses, in relation to preparing, negotiating, executing and completing this agreement and any document related to this agreement.
- 14.11 **No merger:** The provisions of this agreement and anything done under, or in connection with this agreement shall not operate as a merger of any of the rights, powers or remedies of either party under or in connection with this agreement or at law, and those rights, powers and remedies shall survive and continue in full force and effect to the extent that they are unfulfilled.
- 14.12 **Survival:** Following termination of this agreement, the provisions of clauses 2 of Schedule 5 (Information Sharing, Confidentiality and Co-operation), 10 of Schedule 5 (Dispute Process), 12 of Schedule 5 (Termination), 4 of Schedule 4 (Disengagement Services), 5 of Schedule 5 (Intellectual Property), 6 of Schedule 5 (Insurance), 7 of Schedule 5 (Force Majeure) and 14 of Schedule 5 (General), together with any provisions that by their nature are intended to survive, will remain in full force and effect.
- 14.13 **Waivers:**
- (a) A waiver of any right, power or remedy under this agreement must be in writing signed by the party 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 agreement does not amount to a waiver.
- 14.14 **Governing law:** This agreement is governed by the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand in respect of any proceedings arising out of or relating to this agreement.

SCHEDULE 6

INTERPRETATION AND DEFINITIONS

1. INTERPRETATION AND DEFINITIONS

1.1 Terms in capitals on this agreement which are not defined, have the same meaning as set out in the Shareholders' Agreement.

1.2 **Definitions:** In this agreement, unless the context otherwise requires:

"Accounting Treatment" has the meaning given to that term in clause 8.2(b)(iii)(aa) of Schedule 2.

"Accruals" has the meaning given to that term in clause 8.1(d)(i) of Schedule 2.

"Accrued Employee Benefits" means all wages, salary, annual leave, long service leave, incentive payments and other employee related benefits and entitlements (but excluding sick leave entitlements) accrued to and unpaid at the Completion Date in respect of the Employees, including any redundancy compensation, severance payments or other amounts payable to the Employees which are referable to their employment with the Council or the termination of that employment.

"Accrued Employee Benefits Amount" has the meaning given to that term in clause 8.1(a) of Schedule 2.

"Additional Item" has the meaning given to that term in clause 6.5 of Schedule 2.

"Advance Revenue" has the meaning given to that term in clause 8.1(c) of Schedule 2.

"Agreement Details" means the details set out in Schedule 1 of this agreement.

"Agreed Transfer Date" has the meaning given to it in the Shareholders' Agreement.

"Apportionable Outgoings" means the amounts payable by the Council in relation to:

- (a) the Assumed Contracts; and
- (b) agreements with the Contractors.

"Apportionment Statement" has the meaning given to that term in clause 8.1 of Schedule 2.

"Arbitration Notice" has the meaning given to that term in clause 10.4(a) of Schedule 5.

"Assets" means the assets owned by the Council directly and primarily relating to the provision of Water Services and includes those assets set out in Appendix 1 of Schedule 2, but excluding those assets set out in Appendix 2 of Schedule 2.

"Assumed Contracts" means the agreements described in Appendix 1 of Schedule 2.

"Benefits" has the meaning given to that term in clause 9.1(a) of Schedule 2.

"Best Industry Practice" means that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, reasonable and experienced operator

in the information technology industry in the same or similar circumstances, with reference to best international standards and practices.

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

"Business" means the Water Services carried on by the Council at Completion using the Assets, Employees, Contractors and Assumed Contracts.

"Business Day" means any day other than a Saturday, Sunday or statutory public holiday in the Service Area set out in Schedule 1.

"Calculation Time" means 5pm on the last Business Day before the Completion Date, or any other time and date that the Council and the Company agree in writing.

"Charges" means any amounts payable by the Service Recipient to the Service Provider in respect of Services and Deliverables, and otherwise for the performance by the Service Provider of its obligations under this agreement, in each case including as specified in the relevant Service Order.

"Claim" includes a claim, notice, demand, action, proceeding, litigation, investigation, judgment or Liability however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort, statute or otherwise and whether involving a third party or a party to this agreement.

"Commencement Date" means the date this agreement commences, as set out in the Agreement Details.

"Company" means Waikato Waters Limited.

"Completion" means completion of the transfer of the Assets in accordance with clause 7 of Schedule 2.

"Completion Date" means the date specified in Schedule 1, with this intended to be the Agreed Transfer Date as defined in the Shareholders' Agreement.

"Compliance Report" has the meaning given to that term in clause 4.5 of Schedule 3.

"Confidential Information" means any commercially sensitive provisions of this agreement and all other information of a confidential nature (which, where the confidentiality of the information is not expressly stated, shall be determined by the recipient, acting reasonably) obtained by one party from the other party under or in connection with this agreement.

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

"Contractors" means those people identified by the Council under clause 5.1 of Schedule 2, who are offered and accept a new independent contractor agreement under clause 5.2 of Schedule 2.

"Counterparty consents" has the meaning given to that term in clause 6.4(b) of Schedule 2.

"Council Debt Notice" has the meaning given to that term in clause 6.1(f) of Schedule 2.

"Council Water Infrastructure Debt" means the aggregate of the debt owed by the Council which was incurred in relation to the infrastructure and related assets/matters which are being transferred

to the Company in accordance with this agreement, the value of which is determined in accordance with Schedule 2A.

"Deliverables" means any or the relevant deliverable to be provided by the Service Provider to the Service Recipient under any or the relevant Service Order, or any other thing to be provided, created or developed by the Service Provider to meet the Service Recipient's requirements in accordance with this agreement, including any documentation.

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

"Dispute Notice" has the meaning given to that term in clause 8.2(b) of Schedule 2.

"Disputing Parties" has the meaning given to that term in clause 10.4(a) of Schedule 5.

"Employees" means those employees identified by the Council under clause 5.1 of Schedule 2 and who are offered a new employment agreement under clause 5.3 or clause 5.4 of Schedule 2.

"Encumbrance" means:

- (a) a mortgage, debenture, charge, lien, pledge, hypothecation, security interest (as that term is defined in the Personal Property Securities Act 1999), title retention, preferential right or other similar instrument, device or power; or
- (b) an interest by way of security for the payment of a debt or any monetary obligation,

and includes any agreement or arrangement to grant or create any of the above.

"Establishment Strategy" means the agreed strategy informing the transition of a water services business into the Company as set out in the Shareholders' Agreement.

"Excluded Matters" means the excluded assets, excluded obligations and excluded responsibilities that are not transferred by the Council to the Company under this agreement, as set out in Appendix 2 to Schedule 2.

"Expert" has the meaning given to that term in clause 8.2(b) of Schedule 2.

"Financial Year" has the meaning set out in the LG(WS) Act.

"Force Majeure Event" has the meaning given to that term in clause 7.1 of Schedule 5.

"Indemnified Party" has the meaning given to that term in clause 5.4 of Schedule 5.

"Initiating Party" has the meaning given to that term in clause 10.4(a) of Schedule 5.

"Intellectual Property Rights" means all intellectual property rights and interests, including copyright, trademarks, designs, patents and other proprietary rights, recognised or protected by law.

"Interface Governance Group" means the governance group established under this agreement in accordance with clause 4 of Schedule 3.

"Iwi and hapū Responsibilities" means the responsibilities arising in relation to existing relationships and obligations (whether statutory, contractual or otherwise) with Iwi and the Council's

Service Area that are transferred by the Council to the Company as set out in Appendix 1 of Schedule 2, but excluding those responsibilities set out in Appendix 2 of Schedule 2.

"**LGA**" means the Local Government Act 2002.

"**LGPA**" means the Local Government (Water Services Preliminary Arrangements) Act 2024.

"**LG(WS) Act**" means the [insert legislation name as enacted, which is to be titled the Local Government (Water Services) Act 2024 under clause 1 of the Local Government (Water Services) Bill 11.0].

"**Liability**" means any loss, liability, obligation, overhead, debt, cost, expense or damage (in each case whether known or unknown, actual, contingent or prospective) of any kind and however arising, including penalties, fines and interest, irrespective of when the acts, events or things which give rise to the liability occurred.

"**Management Responsibilities**" means the responsibilities for the management of the Water Services that are transferred by the Council to the Company as set out in Appendix 1 of Schedule 2, but excluding those management responsibilities set out in Appendix 2 of Schedule 2.

"**Matters in Dispute**" has the meaning given to that term in clause 8.2(b) of Schedule 2.

"**New Intellectual Property**" means all Intellectual Property Rights, prepared or created in any medium by the Service Provider (or persons on behalf of the Service Provider) in carrying out the Services and Deliverables and provided to the Service Recipient under this agreement but not including Pre-existing Intellectual Property.

"**NZDRC Rules**" has the meaning given to that term in clause 10.4(a) of Schedule 5.

"**Obligations**" means:

- (a) any Liabilities in respect of the period after Completion which relate to the Employees and Contractors who have accepted an Offer (provided that such Liabilities are assumed by the Council under clause 2.2 of Schedule 2); and
- (b) any Liabilities in respect of the period after Completion under the Assumed Contracts.

"**Offer**" has the meaning given to that term in clause 5.2 of Schedule 2.

"**Operational Responsibilities**" means the responsibilities for the operation of the Water Services that are transferred by the Council to the Company as set out in Appendix 1 of Schedule 2, but excluding those operational responsibilities set out in Appendix 2 of Schedule 2.

"**Outstanding Revenue**" has the meaning given to that term in clause 8.1(b) of Schedule 2.

"**Personnel**" means, in respect of a party, any employee, independent contractor, subcontractor, agent or representative engaged by that party, who provides any part of a Service.

"**Post-Completion Transition Services**" means the services that the Company engages the council to provide from the Completion Date, as particularised in Schedule 3.

"**Pre-existing Intellectual Property**" means all Intellectual Property Rights owned by the Service Provider or any third party and provided or used by the Service Provider in carrying out the Services and Deliverables.

"Prepayments" has the meaning given to that term in clause 8.1(d)(ii) of Schedule 2.

"Rates Card" means the rate card set out at Appendix 2 of Schedule 4.

"Referral Notice" has the meaning given to that term in clause 8.2(b) of Schedule 2.

"Relationship Principles" has the meaning given to that term in clause 1.1 of Schedule 3.

"Relevant Contract" has the meaning given to that term in clause 9.1(a) of Schedule 2.

"Representative" has the meaning given to that term in clause 4.2(a) of Schedule 3.

"Responsibilities" means the Statutory Responsibilities, Management Responsibilities, Operational Responsibilities, Resource Consent Responsibilities and Iwi and hapū Responsibilities.

"Resource Consents Responsibilities" means the responsibilities for complying with the resource consents, and for exercising the associated rights and functions, that are relevant to the Water Services that are transferred by the Council to the Company as set out in Appendix 1 of Schedule 2, but excluding those resource consent responsibilities set out in Appendix 2 of Schedule 2.

"Service Area" has the meaning set out in the LG(WS) Act.

"Service Provider" means the party that is providing Services and Deliverables to the other party in accordance with this agreement (including under a Service Order).

"Service Recipient" means the party that is receiving Services and Deliverables from the other party in accordance with this agreement (including under a Service Order).

"Services" means:

- (a) the services and deliverables described in this agreement and/or in any relevant Service Order to be provided by either party, including any associated deliverable and as detailed in the Agreement Details;
- (b) all services reasonably incidental to, or required for the proper performance of, the services described in sub-clause (a) above; and
- (c) all other services agreed in writing by the parties from time to time.

"Service Order" means the relevant document setting out the details of particular Services and Deliverables to be provided by one party to the other, using the template form attached at Appendix 1 to Schedule 4 (Service Order Template), including any applicable appendix or attachment.

"Settlement Amount" means the amount calculated in accordance with Schedule 2A.

"Shared Interests" means the shared interests set out in Schedule 1, which are further described under any Shared Interest Arrangement.

"Shared Interest Arrangement" has the meaning given to that term in clause 2.2 of Schedule 3.

"Shareholders' Agreement" means the shareholders' agreement entered into between the Company and each of its shareholders and dated on or about the date of incorporation of the Company.

"Shareholding Councils" means each of the councils that are party to the Shareholders' Agreement.

"Stage 1 Shares" has the same meaning as set out in the Shareholders' Agreement.

"Stage 2 Shares" has the same meaning as set out in the Shareholders' Agreement.

"Statutory Responsibilities" means the statutory responsibilities, functions, duties, and powers concerning the provision of Water Services that are transferred by the Council to the Company, as set out in Appendix 1 of Schedule 2, but excluding those statutory responsibilities set out in Appendix 2 of Schedule 2.

"Total Water Connections" has the meaning set out in the Shareholders' Agreement.

"Transferring Water Services" means the drinking water services and wastewater services the Council is transferring Statutory Responsibility for to the Company under the terms of this agreement,

"Transaction" means the transaction recorded in this agreement.

"Transitional Activity Costs" means any costs incurred by the Council in undertaking a transition activity agreed by the Board and set out in Schedule 2A. **"Valid Tax Invoice"** has the meaning given to that term in clause 3.7 of Schedule 4.

"Warranties" means the warranties and undertakings in clause 12.1(a) of Schedule 2.

"Water Charges" has the meaning given to that term in clause 3.1 of Schedule 3.

"Water Services" has the meaning set out in the LG(WS) Act, which shall be the water services transferred by the Shareholders to the Company in accordance with the Transfer Agreement between each Shareholder and the Company.

"Water Services Strategy" has the meaning set out in the LG(WS) Act.

1.3 **Interpretation:** In this agreement, 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 agreement have the same meaning as in the Companies Act 1993 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 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) an obligation not to do something includes an obligation not to allow or cause that thing to be done;
- (m) "written" and "in writing" include any means of reproducing words, figures or symbols in a tangible and visible form;
- (n) any obligation falling due for performance on or by a day other than a Business Day shall be performed on or by the Business Day immediately following that day; and
- (o) an obligation not to do something includes an obligation not to allow or cause that thing to be done.

Constitution of Waikato Waters Limited

3446-1872-3385 v6

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1. DEFINITIONS AND INTERPRETATION

1.1 In this Constitution, unless the context otherwise requires:

"Agreed Transfer Date" has the meaning given to it in the Shareholders' Agreement.

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

"Board Skills Matrix" means the skills matrix set out in Schedule 11 to the Shareholders 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 the Waikato region, New Zealand.

"CCO" means a Council Controlled Organisation within the meaning of section 6 of the LGA.

"Chair" means the chair of the Board appointed in accordance with clause 12.10.

"Companies Act" means the Companies Act 1993.

"Company" means Waikato Waters Limited.

"Completion Date" has the meaning given to it in the Shareholders' Agreement.

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

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

"Establishment Period" means the period between the date on which the Company is incorporated and the Operational Date.

"Financial Year" has the meaning set out in the LG(WS) Act.

"Independent Director" means a Director who is neither a current elected member nor a current employee of any Local Authority, in accordance with the prohibition in section 40 of the LG(WS) Act.

"LGA" means the Local Government Act 2002.

"LG(WS) Act" means the Local Government (Water Services) Act 2024 or such other name as the Act will be called once enacted and currently titled the Local Government (Water Services) Act 2024 under clause 1 of the Local Government (Water Services) Bill 10-9.

"Local Authority" has the meaning set out in the LGA.

"Operational Date" means the first Completion Date reached under a Transfer Agreement between the Company and a Shareholding Council in accordance with the terms of that Transfer Agreement.

"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.

"Reserved Matters" has the meaning given to it in the Shareholders' Agreement.

"Service Area" in respect of each Shareholder, has the meaning set out in the LG(WS) Act.

"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.

"Shareholders' Agreement" means the shareholders' agreement relating to the Company entered into between the Company and the Shareholders in and around the same time as this Constitution (as amended from time to time).

"Shareholder Representative Forum" has the meaning set out in the Shareholders' Agreement.

"Shareholding Councils" means the Councils collectively who are party to the Shareholders' Agreement.

"Special Majority Resolution" has the meaning set out in the Shareholders' Agreement.

"Special Resolution by Number" has the meaning set out in the Shareholders' Agreement

"Special Resolution by Vote" 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.

"SRF Representative" means a member of the Shareholder Representative Forum.

"Stage 1 Shares" has the meaning set out in the Shareholders' Agreement.

"Stage 2 Shares" has the meaning set out in the Shareholders' Agreement.

"Statement of Expectations" means the statement of expectations that is prepared by the Shareholders in accordance with the requirements of the LG(WS) Act and which sets the shareholders' expectations of the Water Organisation, sets the priorities and strategic direction of the Company and informs and guides decisions, actions of the Company and preparation of the Company's Water Services Strategy.

"Statutory Objectives" means the objectives for Water Services Providers set out in the LG(WS) Act.

"Strategic Outcomes" has the meaning set out in the Shareholders' Agreement.

"Subsidiary" has the meaning set out in the Companies Act.

"Transfer Agreement" means the agreement to be entered into between each Shareholding Council and the Company in accordance with the requirements of the LG(WS) Act and the Shareholders' Agreement.

"Water Organisation" has the meaning set out in the LG(WS) Act.

"Water Services" has the meaning set out in the LG(WS) Act, which shall be the water services transferred by the Shareholders to the Company in accordance with the Transfer Agreement between each Shareholder and the Company.

"Water Services Strategy" has the meaning set out in the LG(WS) Act.

"Water Services Provider" has the meaning set out in the LG(WS) Act.

"Water Services Annual Budget" has the meaning set out in the LG(WS) Act and refers to the annual budget that must be prepared by the Company for each financial year that is not the first financial year of the Water Services Strategy. It must be adopted before the start of the financial year to which it relates.

"Water Services Annual Report" has the meaning set out in the LG(WS) Act and refers to the annual report the Company must adopt no later than 3 months after the end of the financial year to which it relates.

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 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 or schedule is to a clause or schedule of this Constitution;
- (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 shall 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: If there is any conflict:

- (a) between a provision of this Constitution and the provisions of the Shareholders' Agreement, the terms of the Shareholders' Agreement will prevail (other than to the extent prohibited by the Companies Act) and the Shareholders must pass such resolutions as may be necessary to amend the provisions of this Constitution to make it consistent with the Shareholders' Agreement;
- (b) between a provision in this Constitution and a mandatory provision in the Companies Act, the LG(WS) Act or the LGA, then the mandatory provision in the Companies Act, the LG(WS) Act or the LGA will prevail; and
- (c) between:
 - (i) a provision in this Constitution and a provision in the Companies Act which is expressly permitted to be altered by this Constitution; or
 - (ii) 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. PURPOSE AND VISION OF COMPANY

- 2.1 The overarching purpose of the Company is to achieve the Strategic Outcomes and provide consistent and improving service levels and resilience across the whole of the area serviced by the Company.
- 2.2 The vision for establishing the Company is Te Mana o Te Wai Te Mana o Te Tangata | Healthy Water Healthy People.

3. CAPACITY AND OBJECTIVES

- 3.1 The Company is established as a CCO. Following the Transition Period, the Shareholding Councils will transfer responsibility for providing Water Services in their respective Service Areas to the Company in the manner set out in the Shareholders' Agreement.

- 3.2 From the Operational Date, the Company will be a Water Organisation and operate as a Water Services Provider in the Service Areas that it is responsible for in accordance with the requirements of the LG(WS) Act.
- 3.3 The Company must not carry on any business other than the provision of Water Services and activities that are related to, or necessary for, the provision of Water Services, in order to meet its Statutory Objectives and the Statement of Expectations.
- 3.4 Subject to this Constitution, the Shareholders' Agreement, the Companies Act, the LG(WS) Act, the LGA 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.

4. WATER ORGANISATION REQUIREMENTS

- 4.1 The Company must comply with:
 - (a) its obligations under the LGA and LG(WS) Act, including preparing, adopting and publishing its Water Services Strategy, Water Services Annual Budget and Water Services Annual Report;
 - (b) all applicable statutory and regulatory obligations relating to Māori and Te Tiriti o Waitangi (Treaty of Waitangi), including those set out in the LGA and the Treaty settlement obligations identified in the LG(WS) Act; and
 - (c) the applicable part of the Local Government Official Information and Meetings Act 1987.
- 4.2 The Company must consider the opportunity for the Company (and its Shareholding Councils) to benefit from strategic relationships with Iwi partners to deliver on its purpose (as further set out in the Shareholders' Agreement) and build positive relationships with co-governance entities of the region which arise from treaty-based settlement legislation enabling environmental and catchment-based outcomes including, but not limited to, Waikato River Authority, Hauraki Gulf Forum and the Waihou, Piako, Coromandel Catchment Authority.
- 4.3 In preparing the Company's Water Services Strategy and Water Services Annual Budget, the Shareholders will be able to provide comments and recommend changes on each of the draft strategy and draft budget but will not have the power to require changes or approve the final strategy or final budget.
- 4.4 In accordance with the LGA, the auditor for the Company shall be the Auditor-General.

5. SHARES

- 5.1 **Initial Shares:** On registration of the Company, there are 700 Stage 1 Shares in the Company. No money is payable for calls or otherwise on the Stage 1 Shares.
- 5.2 **Stage 1 Shares:** The Stage 1 Shares are issued on the terms and conditions set out in the Shareholders' Agreement.

5.3 **Stage 2 Shares:** As soon as practicable after registration of the Company, the Company will ratify its commitment to issue further Shares (referred to as Stage 2 Shares) to each Shareholding Council on the relevant Completion Date in accordance with the terms of the Shareholders' Agreement and the relevant Transfer Agreement.

5.4 **Further issue of Shares:** Without limiting the above, and subject to this Constitution, the Shareholders' Agreement and the LG(WS) Act, the Board may:

- (a) issue Shares at any time, to any person listed in clause 7.2(a) 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 the Shareholders by way of Special Majority Resolution.

6. CALLS ON SHARES

6.1 **Board may make calls:** Subject to the Shareholders' 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.

6.2 **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,

on demand by the Board, provided that the Board may waive payment of all or part of that interest or those expenses.

7. TRANSFER OF SHARES

7.1 **No transfer of shares:** Subject to this clause 7 and the terms of the Shareholders' Agreement, a Shareholder may not sell, transfer or otherwise dispose of any Share to any person.

7.2 **Permitted transfers:** Subject to the LG(WS) Act, the restrictions in this clause 7 do not apply to the following transfers:

- (a) the transfer of Shares by a Local Authority to:
 - (i) another Local Authority; or
 - (ii) any successor Local Authority to that Local Authority.

7.3 **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 Shareholders' 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

8.1 **Distributions:** The Company must not pay any dividend or distribute any surplus in any way, directly or indirectly, to any owner or Shareholder.

9. COMPANY ACQUIRING ITS OWN SHARES

9.1 **Company may acquire its own Shares:** The Company may purchase or otherwise acquire its own Shares where this is consistent with the terms of the Shareholders' Agreement or, if outside the scope of what is provided for in the Shareholders' Agreement, only if it has first been authorised to do so by Special Resolution by Vote. Shares purchased or otherwise acquired by the Company shall 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 with written notice to Shareholders issued through the Shareholder Representative Forum; and
- (b) must be called by the Board on the written request of the Shareholders acting through the Shareholder Representative Forum.

10.3 **Proceedings at meetings between the Board and the Shareholder Representative Forum:** The provisions of the First Schedule to the Companies Act as modified by this Constitution, including the rules set out in Schedule 1, govern proceedings at meetings the Board convenes with Shareholders.

11. REPORTING REQUIREMENTS

11.1 **Reporting:** Subject to clause 11.2:

- (a) the Board must prepare the reports required by the Shareholder Representative Forum by notice in writing to the Company (such notice must comply with the requirements in section 209(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 and adopt a water services half-yearly report in accordance with the LG(WS) Act, which must include information required to be included by the Statement of Expectations; and
- (c) within three months of the end of each Financial Year of the Company, the Board must prepare, adopt and deliver to the Shareholders, and publish in accordance with the LG(WS) Act, its Water Services Annual Report for that Financial Year, which must include the information required to be included by:
 - (i) the Statement of Expectations;
 - (ii) the Companies Act; and
 - (iii) sections 205 to 208 of the LG(WS) Act.

11.2 **Information to be withheld:** Nothing in this clause 11 requires the inclusion in any Statement of Expectations, annual report, financial statements or quarterly 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 registration of the Company, 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 Operational Date, all Directors will be Independent Directors.

- 12.3 **Number of Directors:** The maximum number of Directors will be seven. From the Operational Date, the minimum number of Directors will be five.
- 12.4 **Appointment and removal by Shareholders:**
- (a) Subject to clause 12.2, the Shareholder Representative Forum will appoint up to the number of Directors set out in clause 12.3 in accordance with the Shareholders' Agreement. Directors may be removed and replaced in the same way.
 - (b) The Shareholders and the Company shall promptly take such steps as may be necessary 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 by Board:** Where there is a vacancy on the Board, the Appointments and Accountability Committee established by the Board (or, where the Board so determines, the full Board), may, by majority vote, recommend an appointment to fill that vacancy to the Shareholder Representative Forum for its approval in accordance with the Shareholders' Agreement. A Director may be removed in a similar manner.
- 12.6 **Role of Iwi:** The Shareholder Representative Forum will engage with Iwi in relation to the appointment of Board members in the manner set out in the Shareholders' Agreement.
- 12.7 **Skills of Directors:**
- (a) Other than the Directors appointed on incorporation:
 - (i) a person may only be appointed to be a Director if the person has, in the opinion of the appointor, the skills, knowledge, or experience to:
 - (aa) guide the Company, given the nature and scope of its activities; and
 - (bb) contribute to the achievement of the objectives of the Company.
 - (ii) All Director appointments must be made in accordance with the Board Skills Matrix, with the aim of ensuring that the Board as a whole has the skills required by the Board Skills Matrix from the Operational Date.
- 12.8 **Term of Appointment:**
- (a) No person may be appointed as a Director for a term of more than four consecutive years ("**Term**").
 - (b) A Director may be reappointed at the expiry of his or her Term of appointment, provided that no Director may be appointed for more than three consecutive Terms.
- 12.9 **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) is removed from office in accordance with clause 12.5;
- (c) becomes disqualified from being a Director pursuant to section 151 of the Companies Act; or
- (d) dies.

12.10 Appointment of Chair:

- (a) The Shareholder Representative Forum will appoint a Chair of the Board in accordance with the Shareholders' Agreement.
- (b) The Chair will hold office until:
 - (i) they cease to be a Director of the Company; or
 - (ii) a new Chair is appointed by the Shareholder Representative Forum.

12.11 Powers of the Board:

- (a) Subject to clause 12.11(b) and any restrictions in the Companies Act, the LG(WS) Act, the Shareholders' 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 Shareholders' Agreement, the Companies Act or the LG(WS) Act expressly requires those powers to be exercised by the Shareholders or any other person.
- (c) The Board may delegate to a committee of Directors, a Director, an employee of the Company or to any other person, any one of more of its powers, other than a power set out in the second schedule to the Companies Act. The Board remains responsible at all times for any delegated powers.

12.12 Prohibited Matters: Notwithstanding clause 12.11(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 and 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 Shareholders' Agreement.

12.13 Shareholder Reserved Matters: Notwithstanding clause 12.11(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 Reserved Matter, unless first approved in writing by the Shareholders in accordance with the Shareholders' Agreement.

12.14 Solvency test: Notwithstanding any approval attained pursuant to clause 12.12, 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).

- 12.15 **Proceedings of the Board:** The provisions of the Third Schedule to the Companies Act, as modified by this Constitution, including the rules set out in Schedule 2, govern proceedings at meetings of Directors.
- 12.16 **Directors duties:** In addition to the duties set out in the Companies Act, the Directors must assist the Company to meet the objective set out in clause 3.3 and any other requirements set out in the Statement of Expectations or the LG(WS) Act.
- 12.17 **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 (notwithstanding that it may not be in the best interests of any particular Shareholder) and consistent with section 59 of the LGA.
- 12.18 **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 12.18 "director" includes any former director, "employee" includes any former employee and "Company" includes any related company.
- 12.19 **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) dies; or
 - (c) becomes a protected person under the Protection of Personal and Property Rights Act 1988; or
 - (d) is an undischarged bankrupt.
- 12.20 **Remuneration of Directors:**
- (a) The Shareholders shall determine, by Special Resolution by Vote, the total sum available to the Board each year to make remuneration payments in accordance with clause 12.20(a).
 - (b) The Board may not authorise any form of remuneration to be paid to a Director without Board approval and unless such payment is made and authorised in accordance with the provisions of the Companies Act and that payment does not

cause the total remuneration paid in any year to exceed the total sum approved in accordance with clause 12.20.

- (c) The Board may authorise the reimbursement by the Company of reasonable travelling, hotel and other expenses incurred by Directors in attending Board meetings, Shareholder meetings or in relation to any other affairs of the Company.

12.21 Other offices with company held by Director:

- (a) 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.
- (b) A Director may hold any other office or place of profit in the Company (other than the office of auditor) in conjunction with the Director's office of Director for such period and on such terms (as to remuneration and otherwise) as the Board may determine, subject to the necessary reporting disclosures and avoidance of conflicts of interest.

12.22 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 can be appointed as alternate, for more than one Director, but cannot act as alternate 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 12.20(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 12.22); 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;
 - (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) the transaction relates to a dispute between the Company and the Shareholder that appointed the Director ("**Director's Shareholder**"), or the enforcement of remedies available to the Company against the Director's Shareholder, including under any agreement or arrangement between the Company (whether by itself or with one or more other parties) and the Director's Shareholder;
 - (b) they are a party to the transaction or may derive a material financial benefit from it;
 - (c) they have a material interest in another party to the transaction;
 - (d) they are a director, officer or trustee of another party to the transaction;
 - (e) they are a director, officer or trustee of a person who may derive a material financial benefit from the transaction;
 - (f) they are a parent, child or spouse, civil union partner, or de facto partner of a person described in clause 13.2(a); or
 - (g) they are 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 their capacity as a Director in relation to that transaction,

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

 - (c) any payment or other benefit of the kind referred to in section 161 of the Companies Act in respect of that Director in accordance with clause 12.20;
 - (d) the entry into an indemnity or insurance arrangement in respect of that Director in their capacity as a director of the Company in accordance with clause 12.18; or
 - (e) transactions in which a Director is interested solely in their capacity as a director of a Subsidiary of the Company.
- 13.4 **Interests register review:** The Board shall 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 Shareholder, 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 such 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

- 15.1 If the Company is liquidated, the liquidator may, with the approval of the Shareholders by Special Majority Resolution and any other approval required by the Companies Act or the LG(WS) Act, but subject to the requirements of the Shareholders' 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 such 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 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 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 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 convened by the Board****1. CHAIR**

- 1.1 If the Chair is present at the meeting, he or she must chair the meeting.
- 1.2 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 SRF Representatives present may elect a chair for that meeting.

2. NOTICE OF MEETINGS

- 2.1 Each SRF Representative and every Director of the Company must be sent written notice of the time and place of the meeting at least 15 Business Days before the meeting.
- 2.2 The notice must state:
 - (a) the nature of the business to be discussed at the meeting in sufficient detail to enable each SRF Representative to form a reasoned judgment in relation to it and, where appropriate, engage with its council in relation to the relevant matter; and
 - (b) the text of any Special Resolution by Vote, Special Resolution by Number or Special Majority Resolution to be put to the meeting.
- 2.3 An irregularity in a notice of a meeting is waived if:
 - (a) the Shareholders (through their SRF Representative or otherwise) attend the meeting without protest as to the irregularity; or
 - (b) if each Shareholder agrees to the waiver.
- 2.4 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.
- 2.5 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

- 3.1 A Shareholders' meeting may be held either:
 - (a) at the place, date, and time appointed for the meeting; or
 - (b) by means of audio, or audio and visual, communication. The SRF Representatives participating must constitute a quorum and must all be able to simultaneously hear all participants throughout the meeting.

4. QUORUM

- 4.1 No business may be transacted at a Shareholder meeting if a quorum is not present.
- 4.2 A quorum for a Shareholder meeting is present if:
- (a) the nature of the business does not require a Special Resolution by Vote, Special Resolution by Number or a Special Majority Resolution, a majority of Shareholders (based on the number of Shares held) or their proxies is present; or
 - (b) the nature of the business requires a Special Resolution by Vote, Special Resolution by Number or a Special Majority Resolution, such Shareholders required to pass such a resolution (based on the number of Shares held and/or the number of Shareholders, as applicable) or their proxies is present.
- 4.3 If a quorum is not present within the 30 minutes after the start time for the meeting:
- (a) if the meeting is called under section 121(b) of the Companies Act, the meeting is dissolved;
 - (b) for any other meeting, the meeting is adjourned to:
 - (i) the same day in the following week at the same time and place, or
 - (ii) to another date, time and place to be fixed by the Directors.

5. ADJOURNMENTS

- 5.1 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

- 6.1 If a Shareholder meeting is held under rule 3.1(b), unless a poll is demanded, voting at the meeting will be by:
- (a) voting by voice; or
 - (b) voting by show of hands,
- and the chair of the meeting will decide which method is used.
- 6.2 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.
- 6.3 Subject to the Shareholders' Agreement and to any rights or restrictions attached to any Share:

- (a) where voting is by voice or a show of hands, every Shareholder present in person or by representative has one vote; and
- (b) on a poll every Shareholder present in person or by representative has one vote in respect of every Share held by that Shareholder which entitles a Shareholder to vote; and
- (c) in the case of an equality of votes, the chair of the meeting does not have a casting vote.

7. PROXIES

- 7.1 Subject to the terms of reference of the Shareholder Representative Forum, each SRF Representative has the right to appoint an alternative representative as its proxy to attend and vote at Shareholder meetings on its behalf. 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 SRF Representative.

8. MINUTES

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

9. SHAREHOLDER PROPOSALS

- 9.1 The Shareholders, via the Shareholder Representative Forum, may give written notice to the Board of a matter the Shareholders propose to raise for discussion or resolution at the next Shareholder meeting. The provisions of clause 9 of the First Schedule of the Companies Act apply to any notice given under this paragraph 9.1.
- 9.2 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

- 10.1 Except as provided in this Schedule 1, and subject to this Constitution, the Shareholder Representative Forum may regulate its own procedure.

SCHEDULE 2**Rules for Board Proceedings****1. NOTICE OF MEETING**

- 1.1 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.
- 1.2 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.
- 1.3 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.
- 1.4 Notice of a meeting may be given by any means, including by telephone.

2. METHOD OF HOLDING MEETINGS

- 2.1 The Board may meet in person or by any technological means that allow 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 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 such a manner will be valid and effective as if conducted at a meeting at which all of them were physically present.

3. QUORUM

- 3.1 At any meeting of Directors:
- (a) a quorum will only be present if at least a majority of Directors are present; and
 - (b) any resolution, unless otherwise specified in this Constitution or the Shareholders' Agreement, will be passed if a majority of the votes cast on it are in favour of it.
- 3.2 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 such 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.

4. VOTING

- 4.1 Every Director has one vote.
- 4.2 The Chair does not have a casting vote.
- 4.3 Subject to clause 12.12, 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.
- 4.4 A Director who abstains from voting is not presumed to have voted in favour of the relevant resolution of the Board.

5. MINUTES

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

6. RESOLUTIONS

- 6.1 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.
- 6.2 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.
- 6.3 A copy of all resolutions must be entered in the minute book of Board proceedings.

7. NO NOTICE TO DIRECTORS OUTSIDE NEW ZEALAND

- 7.1 It is not necessary to give notice of a meeting of the Board to any Director temporarily absent from New Zealand.

8. OTHER PROCEEDINGS

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