



If calling, please ask for Democratic Services

Council

Thursday 11 December 2025, 10.00am

Taumata Kōrero, Council Chamber, Greater Wellington Regional Council
100 Cuba St, Te Aro, Wellington

Quorum: *Seven Councillors*

Members

Councillors

Daran Ponter (Chair)

Adrienne Staples (Deputy Chair)

Ros Connelly

Quentin Duthie

Nigel Elder

Sarah Free

Penny Gaylor

Tom James

Claire Johnstone

Shamia Makarini

Phil Rhodes

Yadana Saw

Gabriel Tupou

Simon Woolf

Recommendations in reports are not to be construed as Council policy until adopted by Council

Council

Thursday 11 December 2025, 10.00am

Taumata Kōrero - Council Chamber, Greater Wellington Regional Council
100 Cuba St, Te Aro, Wellington

Public Business

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Please note these minutes remain unconfirmed until the Council meeting on 11 December 2025

Report 25.499

Public minutes of the Inaugural Council meeting for the 2025-2028 Triennium held on Thursday 30 October 2025 and reconvened on Thursday 27 November 2025

Taumata Kōrero – Council Chamber, Greater Wellington Regional Council
100 Cuba Street, Te Aro, Wellington at 10.10am

Inaugural Council meeting on 30 October 2025

Members Present

Councillor Connelly
Councillor Duthie
Councillor Elder
Councillor Free
Councillor Gaylor
Councillor James
Councillor Johnstone
Councillor Makarini
Councillor Ponter
Councillor Rhodes
Councillor Saw
Councillor Staples
Councillor Tupou
Councillor Woolf

Pōwhiri

The pōwhiri tikanga and kawa was led by Rangatira of Taranaki Whānui ki Te Upoko o Te Ika a Maui. The Kaikaranga was Ali Houpapa.

Greater Wellington leadership and staff were supported by mana whenua of the Wellington Region: Kahungunu ki Wairarapa, Rangitāne o Wairarapa, Ngā Hapū o Ōtaki and Ngāti Toa Rangatira.

Kurt Komene commenced formal proceedings with karakia and whaikōrero to welcome all mana whenua, Councillors and manuhiri to this significant occasion, and acknowledge the new Greater Wellington Councillors for the 2025-2028 triennium.

Kōrero in response from manuhiri was led by Navana Matthews. The new Councillors were formally gifted to Greater Wellington. Kurt Komene closed the formal pōwhiri and invited Greater Wellington's Tumu Whakarae | Chief Executive, Nigel Corry, to speak and welcome the new Councillors and their families.

Nigel Corry welcomed both the returning and new Councillors, along with their families and friends. He also thanked the Greater Wellington's mana whenua iwi partners for their welcome and support. He emphasised the strong partnerships with mana whenua in the Wellington Region and that it was fitting and significant to welcome all Councillors as the new Council to become part of the Greater Wellington whānau.

The pōwhiri concluded with the karakia Te Pane Matua Taiao E Ara E.

Morning tea was then held at 10.48am.

Agenda items

Nigel Corry took the Chair at 11.18am and welcomed Councillors, their families and friends, distinguished guests, including iwi leaders, colleagues, stakeholders, staff and the public, to the inaugural meeting of the Wellington Regional Council for the 2025-2028 triennium.

Nigel Corry explained that, in terms of the Local Government Act 2002, as Chief Executive he was required to act as Chair until the Council elected its Chairperson, and the Chair had made their declaration and taken the chair.

Public Business

1 Apologies

There were no apologies.

2 Declaration by Councillors – Report 25.356

Nigel Corry invited Councillors to make their declarations under clause 14(3) of Schedule 7 to the Local Government Act 2002. Councillors came forward individually to make their declaration orally followed by them signing their individual declaration certificate which was then signed by Nigel Corry.

3 Process for the Election of the Council Chairperson and Deputy Chairperson – Report 25.357

3.1 Election process adopted

Nigel Corry explained that the Council’s Chairperson and Deputy Chairperson were to be elected and that the first step in the process is for the Council to adopt the voting system for these elections. The Process for the Election of the Council Chairperson and Deputy Chairperson report outlined the two options for the Council’s consideration. Nigel Corry then asked if there was a mover and seconder for one of the voting systems detailed in the report.

Moved: Cr Connelly / Cr Duthie

That Council:

- 1 Adopts, in accordance with Schedule 7 to the Local Government Act 2002, Statutory voting system B.
- 2 Agrees that any voting round that requires a resolution by ‘lot’ to exclude any person/s will use the procedure where the candidates’ names (with the same number of votes) are placed in a container and the name of the person drawn out by an independent person is deemed the winner (i.e. elected or not excluded from the next round).
- 3 Adopts the system and procedure outlined in parts 1 and 2 for the election of the Chairperson and Deputy Chairperson.

The motion was **carried**.

3.2 Election of Chairperson

Nigel Corry then called for nominations for the position of Chairperson of the Wellington Regional Council.

Moved: Cr Duthie / Cr Elder

That Council elects Councillor Ponter as Chairperson.

There being no further nominations, Councillor Ponter was declared the elected Chairperson of the Greater Wellington Regional Council.

3.3 Declaration by Council Chair – Report 25.358

In the presence of the Chief Executive, the newly-elected Chairperson made their declaration as Chairperson under clause 14(3) of Schedule 7 to the Local Government Act 2002.

Nigel Corry then vacated the chair for the newly-elected Chairperson to take the chair as Chairperson.

3.4 Chairperson takes the Chair

Councillor Ponter took the chair and thanked fellow Councillors for entrusting him with the role.

3.5 Election of Deputy Chairperson

Councillor Ponter, as Chairperson, invited nominations for the position of Deputy Chairperson of the Wellington Regional Council.

Moved: Cr Tupou / Cr Connelly

That Council elects Councillor Staples as Deputy Chairperson.

There being no further nominations, Councillor Staples was declared the elected Deputy Chairperson of the Greater Wellington Regional Council.

Councillor Ponter outlined his perception of the opportunities, issues and challenges that would face Council over the next triennium.

Councillor Staples thanked her fellow Councillors for their support and acknowledged the importance of friends and family as support to those who stand for office.

4 Laws affecting Councillors – Report 25.359 [For Information]

5 Adjournment

Councillor Ponter gave a karakia whakamutunga and, at 12.06pm, declared the meeting adjourned until 27 November 2025 at 9.30am.

Reconvened inaugural Council meeting on 27 November 2025

Taumata Kōrero – Council Chamber, Greater Wellington Regional Council
100 Cuba Street, Te Aro, Wellington at 9.31am

Members Present

Councillor Ponter (Chair)
Councillor Staples (Deputy Chair)
Councillor Connelly
Councillor Duthie
Councillor Elder
Councillor Gaylor
Councillor James
Councillor Johnstone
Councillor Makarini
Councillor Rhodes
Councillor Saw
Councillor Tupou
Councillor Woolf

Karakia timatanga

The Council Chair opened the meeting with a karakia timatanga.

Public Business

1 Apologies

Moved: Cr Staples / Cr Gaylor

That Council accepts the apology for absence from Councillor Free.

The motion was **carried**.

2 Declarations of conflict of interest

There were no declarations of conflict of interest.

3 Committee and advisory body structure for the 2025-2028 triennium – Report 25.491

Moved: Cr Ponter / Cr Staples

That Council:

- 1 Adopts the following committee structure (Attachment 1):
 - a Regional Transport Committee
 - b Environment and Climate Committee (Committee of the Whole)
 - c Public Transport Committee (Committee of the Whole)

- d Chief Executive Employment Committee
 - e Finance, Risk and Audit Committee
 - f Te Tiriti o Waitangi Komiti
 - g Te Upoko Taiao – Natural Resources Plan Committee
- 2 Adopts the following advisory body structure (Attachment 1):
- a Ara Tahi (reports to Council)
 - b Farming Reference Group (reports to the Environment and Climate Committee)
 - c Lower Ruamahanga Advisory Group (reports to the Environment and Climate Committee)
 - d Public Transport Advisory Group (reports to the Public Transport Committee)
 - e Upper Ruamahanga Advisory Group (reports to the Environment and Climate Committee)
 - f Waiōhine Flood Management Group (reports to the Environment and Climate Committee).
- 3 Notes that the terms of reference for these committees and advisory bodies will be prepared for adoption by Council at its meeting on 11 December 2025.
- 4 Notes that the appointment of Councillors (including as chairs and deputy chairs) is the subject of separate reports to this meeting, as follows:
- a Regional Transport Committee (Establishment of the Regional Transport Committee – Report 25.438)
 - b Other committees and advisory bodies (Councillor appointments – Report 25.368).
- 5 Notes the continuance of the following joint committees for the 2025-2028 triennium:
- a Wellington Civil Defence Emergency Management Group;
 - b Wellington Regional Leadership Committee; and
 - c Wellington Water Committee.

The motion was **carried**.

Noted: Council asked officers to ensure that organisations previously represented on the former Te Awa Kairangi/Hutt River Valley Subcommittee (that is, Upper Hutt City Council, Hutt City Council, and mana whenua) are advised when matters relating to Te Awa Kairangi are considered by the Environment and Climate Committee.

4 Councillor appointments – Report 25.368

Moved: Cr Woolf / Cr Duthie

That Council:

- 1 Appoints Councillors to committees, advisory groups, and external organisations, as set out in Attachment 1 to this report.
- 2 Amends its resolution of 24 August 2023, pertaining to Report 23.377 – Appointment of Councillors to Wairarapa Moana Statutory Board and transfer of Crown Funding, to provide that the Greater Wellington Councillor appointees to the Wairarapa Moana Statutory Board shall be:
 - a Appointees (2): Council Chair; Councillor representing the Wairarapa General Constituency
 - b Alternates (2): Two Councillors, appointed by Council as alternates.

The motion was **carried**.

5 Appointment of directors to Council companies – Report 25.506

Moved: Cr Gaylor / Cr Saw

That Council:

- 1 Resolves as a special resolution, by way of written resolutions contained in Attachment 1 – Shareholder Resolutions, to change the directors of WRC Holdings Limited, as follows:
 - a remove David Bassett, Chris Kirk-Burnnand, David Lee and Thomas Nash
 - b appoint Ros Connelly, Nigel Elder, Claire Johnstone, and Daran Ponter.
- 2 Consents to WRC Holdings Limited, as the sole shareholder of Greater Wellington Rail Limited, passing its shareholder resolutions to give effect to the director changes in Attachment 1.
- 3 Appoints Nigel Elder the Deputy Chair of WRC Holdings Limited and Greater Wellington Rail Limited.
- 4 Authorises the Council Chair to sign the written resolutions as the authorised person.

The motion was **carried**.

6 Establishment of the Regional Transport Committee – Report 25.438

Lucas Stevenson, Democratic Services Advisor, spoke to the report and advised of updates to the recommendations.

Moved: Cr Elder / Cr Staples

That Council:

- 1 Establishes, under section 105(1) of the Land Transport Management Act 2003, the Regional Transport Committee for the Wellington Region.
- 2 Adopts the proposed Terms of Reference for the Regional Transport Committee (Attachment 1).
- 3 Appoints to the Regional Transport Committee:

- a Councillors Penny Gaylor and Daran Ponter as the Council's representatives;
 - b Councillor Penny Gaylor as the Chair; and
 - c Councillor Daran Ponter as the Deputy Chair.
- 4 Appoints to the Regional Transport Committee, as territorial authority representatives:
- a Mayor Steve Cretney to represent Carterton District Council, and Councillor Simon Casey as alternate
 - b Councillor Simon Edwards to represent Hutt City Council, and Deputy Mayor Keri Brown as alternate
 - c Councillor Steve Botica to represent Kapiti Coast District Council, and Deputy Mayor Martin Halliday as alternate
 - d Mayor Bex Johnson to represent Masterton District Council, and Deputy Mayor Caig Bowyer as alternate
 - e Mayor Anita Baker to represent Porirua City Council, and Councillor Ross Leggett as alternate
 - f Mayor Peri Zee to represent Upper Hutt City Council, and Councillor Emma Holderness as alternate
 - g Mayor Fran Wilde to represent South Wairarapa District Council and Deputy Mayor Rob Taylor as alternate
 - h Councillor Tony Randle to represent Wellington City Council, and Councillor Sam O'Brien as alternate.
- 5 Appoints Emma Speight to represent the New Zealand Transport Agency – Waka Kotahi, and Kesh Keshaboina as alternate.
- 6 Notes KiwiRail's appointment, under section 105A of the Land Transport Management Act 2003, of Andy Lyon, and David Gordon as alternate, to the Regional Transport Committee.
- 7 Notes that the appointments for Upper Hutt City Council are subject to Upper Hutt City Council making those appointments at its meeting on 10 December 2025.

The motion was **carried**.

7 Revised elected member remuneration 2025/26 – Report 25.373

Francis Ryan, Head of Governance and Democracy, spoke to the report.

Moved: Cr Johnstone / Cr Gaylor

That Council resolves that the Governance Remuneration Pool shall be allocated as follows:

Position	Remuneration	Percentage of base Councillor remuneration
Deputy Council Chair	\$103,164	139%
Committee Chair (5)	\$88,420	119%
Councillor (7)	\$74,164	100%

The motion was **carried**.

8 Meeting schedule through to 31 December 2025 – Report 25.488

Francis Ryan, Head of Governance and Democracy, spoke to the report, and advised of updates to the recommendations.

Moved: Cr Duthie / Cr Saw

That Council:

- 1 Notes that meetings for the joint committees in the Wellington Region have already been set, as follows:
 - a Wellington Water Committee on 12 December 2025.
- 2 Notes that the Regional Transport Committee has a workshop on 9 December 2025.
- 3 Fixes the next Council meeting on 11 December 2025, at 10.00am.
- 4 Authorises the Head of Governance and Democracy to circulate the meeting schedule to key stakeholders and to amend as necessary.

The motion was **carried**.

Karakia whakamutunga

The Council Chair closed the meeting with a karakia whakamutunga.

The public meeting closed at 9.52am.

Councillor D Ponter

Chair

Date:

Council
11 December 2025
Report 25.492



For Decision

**TERMS OF REFERENCE FOR COMMITTEES AND ADVISORY BODIES
(INCLUDING DELEGATIONS TO COMMITTEES) FOR THE 2025-2028
TRIENNIUM**

Te take mō te pūrongo

Purpose

1. To advise Council on the proposed Terms of Reference for Committees and Advisory Bodies (including Delegations to Committees) for the 2025-2028 triennium (Attachment 1).

He tūtohu

Recommendations

That Council:

- 1 **Approves** changing the name of the Waiōhine Flood Management Group to the Waiōhine Advisory Group.
- 2 **Adopts** the proposed Terms of Reference for Committees and Advisory Bodies (including Delegations to Committees) for the 2025—28 triennium (Attachment 1).

Te horopaki

Context

2. On 27 November 2025, Council’s governance structure for the 2025—28 triennium was adopted by Council (Committee and Advisory Body Structure for the 2025—28 Triennium - Report 25.491). This governance structure largely continues the structure established for the previous triennium, with the following changes:
 - a Establishment of the Environment and Climate Committee and the Public Transport Committee – these are the only Committees of the Whole;
 - b No Climate Committee – this is now part of the Environment and Climate Committee;
 - c No Wairarapa Committee or Te Awa Kairangi / Hutt River Valley Subcommittee, with the related advisory bodies now reporting to the Environment and Climate Committee; and

- d Amended names for some Committees (e.g., Public Transport Committee; and Finance, Risk and Audit Committee) and advisory bodies (e.g., Lower Ruamāhanga Advisory Group).
3. At that meeting, Council also established and approved the terms of reference for the Wellington Regional Transport Committee (Establishment of the Regional Transport Committee - Report 25.438). Those approved terms of reference are included in [Attachment 1](#).
4. Within the proposed Terms of Reference, which support the approved governance structure, the key changes from the previous triennium are:
 - a Clarifying Council's powers, functions, and duties in the 'Role of Council' section and including more explicit references in each Committee's terms of reference to when matters are recommended to Council;
 - b Increasing the visibility of Council's Te Tiriti o Waitangi principles, and the application of Council's climate-related responsibilities, by including these explicitly (as appropriate) in the terms of references for each Committee and advisory body;
 - c Excluding, for the moment, provision for mana whenua membership of Council bodies until Greater Wellington has completed engagement with its mana whenua partners on their preferred approach. Once this is done, officers will advise Council on any proposed amendments to the approved Terms of Reference;
 - d Clarifying the responsibilities for the Finance, Risk and Audit Committee and including new responsibilities that address the Office of the Controller and Auditor-General's related recommendations in *Setting up a council's Audit and Risk Committee*¹; and
 - e Clarifying the advisory purpose of some advisory bodies, and taking a consistent approach to the purposes and appointment criteria for the three catchment-related advisory bodies in the Wairarapa.
5. I recommend that Council adopts the proposed Terms of Reference for Committees and Advisory Bodies (including Delegations to Committees) for the 2025—28 triennium ([Attachment 1](#)).

Name change for Waiōhine Flood Management Group

6. Following Council's establishment of the Waiōhine Flood Management Group on 27 November 2025 (Committee and Advisory Body Structure for the 2025—28 Triennium - Report 25.491), key stakeholders (including members of the previous advisory body) indicated that it would be beneficial and clearer to align the name with those of the other catchment-related advisory bodies in the Wairarapa.

¹ www.oag.parliament.nz/2022/councils-arc.

7. I therefore suggest that Council approves a name change from the Waiōhine Flood Management Group to the Waiōhine Advisory Group.

Ngā hua ahumoni Financial implications

8. The related costs (e.g., of members' remuneration and expenses, and of servicing the Committees and advisory groups) are covered by the relevant business functions' budgets.

Ngā Take e hāngai ana te iwi Māori Implications for Māori

9. The proposed Terms of Reference recognise and apply Council's Te Tiriti o Waitangi principles to the business and decision-making of Council, Committees, and advisory bodies. This continues our commitment towards meeting Council's legislative obligation to "maintain and improve opportunities for Māori to contribute to local authority decision-making processes"² and towards achieving Greater Wellington's focus area of "active mana whenua partnerships and participation for improve outcomes for Māori"³.

Ngā tikanga whakatau Decision-making process

10. I have considered the matters requiring decision in this report against the decision-making requirements of Part 6 of the Local Government Act 2002.

Te hiranga Significance

11. I have also considered the matters for decision, taking into account Council's *Significance and Engagement Policy* and Greater Wellington's *Decision-making Guidelines*. Due to the administrative nature of these decisions, I recommend that these matters are considered to have low significance.

Te whakatūtakitaki Engagement

12. Given the low significance of these matters, I do not consider that external engagement was necessary.

² Section 4 of the Local Government Act 2002.

³ Greater Wellington's Long Term Plan 2024—34.

Ngā tūāoma e whai ake nei

Next steps

13. Once agreed, Greater Wellington will circulate the approved Terms of Reference to relevant business functions and external organisations, and place them on Greater Wellington's website.
14. We will then:
 - a Seek nominations for the appointment of local authority elected members;
and
 - b Commence the recruitment, selection, and appointment of any non-elected members
to advisory bodies.

Ngā āpitihanga

Attachment

Number	Title
1	Proposed Terms of Reference for Committees and Advisory Bodies (including Delegations to Committees) for the 2025—28 triennium

Ngā kaiwaitohu

Signatory

Writer	Councillor Daran Ponter – Council Chair
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He whakarāpopoto i ngā huritaonga Summary of considerations
<i>Fit with Council's roles or with Committee's terms of reference</i> Under the Local Government Act 2002, Council is responsible for approving the terms of reference for its governance structure.
<i>Contribution to Annual Plan / Long Term Plan / Other key strategies and policies</i> There are no known implications for Council's or Greater Wellington's strategies, policies and plans.
<i>Internal consultation</i> Committee chairs and deputy chairs, Councillors, and Greater Wellington's senior management were consulted in the development of the proposed terms of reference.
<i>Risks and impacts - legal / health and safety etc.</i> There are no known risks.

Greater Wellington Regional Council

Terms of Reference for Committees and Advisory Bodies (including Delegations to Committees) for the 2025—28 triennium

Adopted by Council on 27 November¹ and 11 December 2025

Amendments

Date	Report number	Brief description of the amendment(s)

¹ For the Regional Transport Committee (Report 22.474).

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12	Lower Ruamāhanga Advisory Group (An advisory body to the Environment and Climate Committee)	38
13	Public Transport Advisory Group (An advisory body to the Public Transport Committee)	41
14	Upper Ruamāhanga Advisory Group (An advisory body to the Environment and Climate Committee)	45
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1 Preface

Legislative framework

The Wellington Regional Council (Council) is constituted by the Local Government Act 2002 and is subject to the following Acts of Parliament that provide its powers, functions, and duties:

- Local Government Act 2002
- Local Government Official Information and Meetings Act 1987
- Local Government (Rating) Act 2002
- Local Electoral Act 2001
- Biosecurity Act 1993
- Building Act 2004
- Civil Defence Emergency Management Act 2002
- Conservation Act 1987
- COVID-19 Recovery (Fast-track Consenting) Act 2020
- Fast-track Approvals Act 2024
- Hazardous Substances and New Organisms Act 1996
- Land Drainage Act 1908
- Land Transport Management Act 2003
- Litter Act 1979
- Maritime and Coastal Area (Takutai Moana) Act 2011
- Maritime Transport Act 1994
- Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Claims Settlement Act 2022
- Ngati Toa Rangatira Claims Settlement Act 2014
- Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Act 2009
- Privacy Act 2020
- Property Law Act 2007
- Protected Disclosures (Protection of Whistleblowers) Act 2022
- Public Records Act 2005
- Public Works Act 1981

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- Rangitāne Tū Mai Rā (Wairarapa Tamaki nui-ā-Rua) Claims Settlement Act 2017
- Rating Valuations Act 1998
- Reserves Act 1977
- Resource Management Act 1991
- Resource Management (Simplifying and Streamlining) Amendment Act 2009
- Soil Conservation and Rivers Control Act 1941
- Statutory Land Charges Registration Act 1928
- Summary Proceedings Act 1957
- Te Rohe o Rongokako Joint Redress Act 2022
- Trespass Act 1980
- Urban Development Act 2020
- Walking Access Act 2008
- Wellington Regional Council (Stadium Empowering) Act 1996
- Wellington Regional Council (Water Board Functions) Act 2005
- Wellington Regional Water Board Act 1972.

In this document, the physical area of Council's statutory responsibility is referred to as the Wellington Region.

Governance

Councillors are elected to Council through regular triennial local elections when the different constituencies of the Wellington Region select their representatives for the forthcoming triennium. Once the elected Councillors have made their statutory declarations, they collectively (as Council) make decisions in the interests of the Wellington Region as a whole; although they are also expected to understand the aspirations of different groups within the community.

Councillors have statutory obligations and restraints regarding the exercise of their powers, functions, and duties.

Committees

As Council is responsible for a wide range of strategies, plans, and functions, Councillors need to organise their own work in a way that both facilitates a clear understanding of the issues and community concerns and promotes efficiency and effectiveness.

Council's optimal governance model is to create a series of standing committees that have the specific purposes and responsibilities outlined in the following terms of reference.

Attachment 1 to Report 25.492

Council may delegate specific powers, functions, and duties to a committee; the Council remains accountable for the exercise of these delegations. Council can still decide on matters delegated to Committees (or the Chief Executive), except where those delegates have already exercised the delegation.

This governance model is intended to ensure decisions are made at the most appropriate level and to provide clarity on the different and complementary roles of 'governance' and 'management' (see below).

Whilst specific Councillors are appointed to each standing committee, all Councillors receive copies of the order papers of these committees. Any Councillor may attend (sit at the table) and speak at a committee meeting, except for meetings of the Regional Transport Committee.

Management

Greater Wellington Regional Council (Greater Wellington), as an organisation, delivers Council's strategies, policies, and plans through a range of functions, programmes, and activities. The actual delivery is carried out, under delegation, by officers employed by the Chief Executive. The Chief Executive is accountable to Council for all delivery.

Governance and management relationship

The following table summarises the key responsibilities for, and relationships between, Council's governance and Greater Wellington's management roles:

Governance	Management
Set Council's strategic direction (including the desired results), and approve strategies, policies and plans consistent with related legislation Key examples include Council developing and adopting the Long Term Plan, Annual Plan, key policy / planning documents (like the Regional Policy Statement and the Regional Land Transport Plan), and Council's risk appetites.	Prepare draft documents and related advice for Council and Committees on these matters and to meet statutory requirements
Make statutory and administrative decisions	Provide politically neutral free and frank advice to Council and Committees to enable good and lawful decisions Implement Council's decisions
Represent residents and other members of the local community	Provide information to support Councillors to engage with the local community
Delegate functions, duties and powers to Committees and the Chief Executive	Exercise delegated functions, duties and powers

Attachment 1 to Report 25.492

Governance	Management
<p>Oversee and review Greater Wellington’s performance, including its effectiveness in implementing strategies, policies, plans, systems, and processes and in delivering the desired results</p> <p>Prudently allocate and steward Council’s finances and resources, including for Council’s strategic assets</p>	<p>Implement and manage Greater Wellington’s systems, processes, and delivery consistently with Council’s strategic direction; approved strategies, policies and plans; and other statutory requirements</p> <p>Report to Council and Committees on Greater Wellington’s performance and effectiveness. This includes providing assurance on systems, processes, and delivery and the management of finances, resources, and assets</p>
<p>Report, and be accountable, publicly for the achievement of Council’s desired results</p>	<p>Prepare related documents, communications, and advice to support Council’s accountability</p>
<p>Manage political aspirations whilst meeting governance obligations to Greater Wellington and the community</p>	<p>Ensure Greater Wellington has a clear understanding of the difference and relationship between political and management matters, and manage this relationship appropriately</p>
<p>Appoint and review the performance of the Chief Executive, and make or recommend key appointments (e.g. to committees, advisory bodies, and council-controlled organisations)</p>	<p>Support the appointment and induction of the new Chief Executive, as needed</p> <p>Support the selection, recruitment, and appointment of other key appointments</p>
<p>Provide a link between the community and Greater Wellington</p>	<p>Provide a link between Council and Greater Wellington employees</p>

2 Role of Council

Council's powers, functions, and duties

The Council will:

- Retain the full right to exercise its powers, functions, and duties.
- Consider and adopt key strategies, policies, plans, including Council's Long Term Plan, Annual Plan, Annual Report, Regional Policy Statement, Natural Resources Plan, and floodplain management plans.
- Oversee Council's Long Term Plan and Annual Plan process.
- Review quarterly Greater Wellington's operational and financial performance against the agreed levels of service, target measures, budgets, and financial statements outlined in the Long Term Plan and Annual Plan.
- Council bodies:
 - o Establish standing committees, subcommittees, hearing committees, and advisory bodies (Council bodies) where appropriate;
 - o Delegate powers, functions, and duties (except where this is not permitted) to such committees (as appropriate) [Council retains for itself the power to establish advisory bodies];
 - o Appoint members to these Council bodies; and
 - o Consider the recommendations and matters referred (as appropriate) to it by committees.
- Establish a framework and governance arrangements to oversee the implementation of recommendations for the delivery of the National Policy Statement for Freshwater Management, whitua implementation programmes, and related iwi management plans.
- Provide regional leadership in promoting and facilitating discussion on key issues that require a collaborative approach between a number of parties to achieve solutions.
- Pursue proactively its commitment, obligations, and responsibilities to Te Tiriti o Waitangi, including as set out in provisions to Te Tiriti o Waitangi and/or its principles in legislation to which Council or Greater Wellington are bound.
- Chief Executive:
 - o Approve any recruitment and selection process for the Chief Executive;
 - o Appoint and agree the contract for the Chief Executive;
 - o Approve the Chief Executive's performance agreement; and

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- o Review and agree the Chief Executive's performance and remuneration at least annually.
- Delegations:
 - o Establish a delegations framework; and
 - o Approve all delegations to the Chief Executive (including the authority for sub-delegation to Greater Wellington officers) or specific Greater Wellington officers (except where this is not permitted or it wishes to retain the related powers, functions, and duties)).
- Review the performance of the council-controlled trading organisations, council controlled organisations (CCOs), and the Wellington Regional Stadium Trust (WRST).
- Appoint directors to the council-controlled trading organisations (including WRC Holdings) and CCOs, trustees to the WRST, and representatives to any other organisations on which Council is entitled to representation.
- Review and adopt Council's electoral and representation arrangements.
- Approve the setting of, and changes to, public transport fares (including temporary and targeted changes).
- Oversee Greater Wellington's interests in the implementation of the Water Services Delivery Plan for the Wellington metropolitan area, including:
 - o Finalise the Foundation Documents;
 - o Transfer of assets and land;
 - o Review performance (until replacement of the Bulk Water Levy); and
 - o Position on future Greater Wellington involvement in the water company.
- Reforms:
 - o Consider matters relating to the government's legislative reforms, and local government reform in the Wellington Region;
 - o Approve:
 - Council's position on these reforms, and
 - Submissions to external organisations on reform proposals, except where this power is delegated to a committee; and
 - o Oversee Greater Wellington's organisational responses to these reforms.
- Make decisions on, and review the effectiveness of implementation of, the RiverLink project.
- Receive iwi management plans.

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- Consider issues of regional significance that are not the responsibility of any committee or that are of such regional significance / high public interest that Council needs to make the decision(s). Such issues include, but are not limited to:
 - o Regional spatial and economic development, including Complex Development Opportunities and Transit Oriented Development and Council’s position on matters to be considered by the Wellington Regional Leadership Committee;
 - o Water supply, including future water collection areas; and
 - o Emergency management, for those matters that are not the responsibility of the Wellington Civil Defence Emergency Management (CDEM) joint committee.

Council

Council has the following elements:

- Responsibilities:
 - o Exercise Council’s ‘powers, functions, and duties’ as stated above;
 - o Apply Council’s Te Tiriti o Waitangi principles when conducting its business and making decisions:
 - a **Pātuitanga | Relationships and Partnerships** – ensure decisions are based on shared knowledge, expertise and values maintained and sustained through active relationships and meaningful partnerships with mana whenua. These relationships and partnerships will contribute to Greater Wellington’s core business services, functions and systems to develop and deliver our shared aspirations across our Greater Wellington rohe;
 - b **Kōwhiringa | Options** – actively partner with mana whenua to enable effective governance decision making that is informed by kaupapa Māori and mātauranga Māori analytical frameworks and knowledge systems in identifying feasible and meaningful options and solutions;
 - c **Tino rangatiratanga | Self Determination** – position Greater Wellington to give effect to Te Tiriti o Waitangi and uphold the interests of mana whenua in exercising their tino rangatiratanga in planning and promoting quality services that enable self-determination for whānau and community;
 - d **Whakamaru | Active protection** – assess how decisions work towards protecting mana Motuhake (rights and interests of mana whenua) through relevant mutually beneficial strategies, policies, plans, programmes, and initiatives; and
 - e **Oritetanga | Equity** - uphold the principle of fairness in the design and distribution of Greater Wellington’s resources and services through the Long Term Plan to meet the needs and aspirations of whānau within our Greater Wellington rohe; and

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- Ensure that Council's decision making:
 - a Considers climate change-related risks (mitigation and adaptation), and
 - b Is consistent with Council's plans and initiatives to give effect to Council's declaration of a climate emergency on 21 August 2019, including agreed emissions reduction targets.
- Members – all fourteen Councillors.
- Quorum – seven Councillors.

3 Environment and Climate Committee (A Committee of the Whole)

1 Purpose

1.1 Oversee the development, implementation and delivery, and review of Council's:

- a Environmental strategies, policies, plans ², programmes, and initiatives to improve environmental outcomes for the Wellington Region's land, water, air, biodiversity, natural resources, parks and reserves, and coastal marine area;
- b Climate change mitigation and adaptation strategies, policies, plans, programmes, and initiatives;
- c Regional resilience priorities in the delivery of plans, programmes, initiatives and activities for flood protection, erosion control, and regional parks and forests;
- d Regulatory systems, processes, and tools to meet Council's related legislative responsibilities; and
- e Plans, programmes, and efforts to increase volunteer uptake, community involvement and mahi tahi with others seeking to improve environmental outcomes in the Wellington Region.

1.2 Recommend changes to these matters to Council for adoption or variation (as appropriate).

2 Specific responsibilities

2.1 The Committee's responsibilities for:

- a Environment include the areas of land use management, air quality, water health and quality, regional natural resources, river control, flood protection, regional parks and reserves, coastal marine environment, maritime navigation and safety, biosecurity, and biodiversity; and
- b Climate include the areas of climate change mitigation and adaptation.

2.2 Apply Council's Te Tiriti o Waitangi principles when conducting the Committee's business and making decisions:

- a **Pātuitanga | Relationships and Partnerships** – ensure decisions are based on shared knowledge, expertise and values maintained and sustained through active relationships and meaningful partnerships with mana whenua. These relationships and partnerships will contribute to Greater Wellington's core business services, functions, and systems to develop and deliver our shared aspirations across our Greater Wellington rohe;

² Including floodplain management plans.

- b **Kōwhiringa | Options** – actively partner with mana whenua to enable effective governance decision making that is informed by kaupapa Māori and mātauranga Māori analytical frameworks and knowledge systems in identifying feasible and meaningful options and solutions;
- c **Tino rangatiratanga | Self Determination** – position Greater Wellington to give effect to Te Tiriti o Waitangi and uphold the interests of mana whenua in exercising their tino rangatiratanga in planning and promoting quality services that enable self-determination for whānau and community;
- d **Whakamaru | Active protection** – assess how decisions work towards protecting mana Motuhake (rights and interests of mana whenua) through relevant mutually beneficial strategies, policies, plans, programmes, and initiatives; and
- e **Oritetanga | Equity** - uphold the principle of fairness in the design and distribution of Greater Wellington’s resources and services through the Long Term Plan to meet the needs and aspirations of whānau within our Greater Wellington rohe.

2.3 Ensure the Committee’s decision making:

- a Considers climate change-related risks (mitigation and adaptation); and
- b Is consistent with Council’s plans and initiatives to give effect to Council’s declaration of a climate emergency on 21 August 2019, including agreed emissions reduction targets.

2.4 Oversee the development and review of Council’s:

- a Environmental strategies, policies, plans, programmes, and initiatives³;
- b Regional resilience priorities; and
- c Climate change strategies, policies, plans, programmes, and initiatives and recommend to Council for adoption these matters (and any variations).

2.5 Review:

- a The effectiveness of implementing and delivering Council’s:
 - i Environmental strategies, policies, plans, programmes, and initiatives (including whaitua implementation programmes and mana whenua documents, and the work of whaitua committees),
 - ii Regional resilience priorities, and
 - iii Climate change mitigation and adaptation strategies, policies, plans, programmes, and initiatives; and

³ Noting that Council retains specific responsibility to make decisions on, and review the effectiveness of implementation, of the RiverLink project.

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- b Monitoring of, and reporting on, the state of the environment of the Wellington Region

and recommend to Council any changes to improve the effectiveness of these matters.

- 2.6 Consider regional, national, and international developments; emerging issues and impacts; and changes in the legislative frameworks for their implications for Council's:

- a Environmental strategies, policies, plans, programmes, and initiatives; and
- b Related regulatory systems, processes, and tools

and recommend to Council any changes to improve the effectiveness of these matters.

- 2.7 Consider local, regional, and international best practice approaches to climate change mitigation and adaptation; and recommend to Council how best to incorporate these matters into other strategies, policies, plans, programmes, and initiatives.

- 2.8 Review, after each Farming Reference Group meeting, a written report of the business conducted at that meeting.

3 Delegations

- 3.1 Subject to sections 3.2 to 3.6, Council delegates to the Committee all the powers, functions, and duties necessary to perform the Committee's responsibilities (except those that must not be delegated, have been retained by Council, have been delegated to another committee, or have been delegated to the Chief Executive).

- 3.2 The Committee has the authority to:

- a Provide effective leadership on climate change for Greater Wellington and on climate change mitigation and adaptation for the Wellington Region;
- b Advocate (working alongside the Wellington Regional Leadership Committee) for the alignment and advancement of central government's and other organisations' programmes and initiatives in climate change programmes and initiatives;
- c Advise Council's representative on the Wellington Regional Leadership Committee on Greater Wellington's position on regional climate change projects (including the Regional Climate Emissions Reduction Plan and Regional Climate Adaptation Plan);
- d Consider and approve Low Carbon Acceleration Fund matters, including funding applications; and
- e Approve submissions to external organisations for matters pertaining directly to the Committee's purposes.

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- 3.3 The Committee may decide on matters with a financial impact only where the related costs are:
- a Budgeted for in the relevant business group's budget; and
 - b Not budgeted for in the relevant business group's budget but can be met from savings within that budget.
- 3.4 Where the Committee considers a decision with a material financial impact is needed⁴, the Committee must refer the matter to Council for its decision.
- 3.5 The Committee may not make a decision that is materially inconsistent with Council's Annual Plan or Long Term Plan.

4 Members

- 4.1 All fourteen Councillors.
- 4.2 The Chair of the Farming Reference Group.

5 Voting entitlement

The Chair of the Farming Reference Group sits at the table and has full speaking rights but has no voting rights at any Committee meeting.

6 Quorum

Eight members.

7 Remuneration

The Chair of the Farming Reference Group may claim Greater Wellington's standard daily meeting fee and mileage allowances and/or public transport expenses for scheduled meetings of the Committee.

⁴ That is, where savings are identified from other business groups' budgets to meet the related costs; or no savings are identified across Greater Wellington's overall budget to meet the related costs.

4 Public Transport Committee (A Committee of the Whole)

1 Purposes

- 1.1 Oversee the development, implementation and delivery, and review of Council's strategic direction, policies, and plans for transport and travel demand management.
- 1.2 Set the operational direction to deliver public transport and travel demand management.
- 1.3 Provide input into joint transport-related projects and initiatives.

2 Specific responsibilities

- 2.1 Apply Council's Te Tiriti o Waitangi principles when conducting the Committee's business and making decisions:
 - a **Pātuitanga | Relationships and Partnerships** – ensure decisions are based on shared knowledge, expertise and values maintained and sustained through active relationships and meaningful partnerships with mana whenua. These relationships and partnerships will contribute to Greater Wellington's core business services, functions, and systems to develop and deliver our shared aspirations across our Greater Wellington rohe;
 - b **Kōwhiringa | Options** – actively partner with mana whenua to enable effective governance decision making that is informed by kaupapa Māori and mātauranga Māori analytical frameworks and knowledge systems in identifying feasible and meaningful options and solutions;
 - c **Tino rangatiratanga | Self Determination** – position Greater Wellington to give effect to Te Tiriti o Waitangi and uphold the interests of mana whenua in exercising their tino rangatiratanga in planning and promoting quality services that enable self-determination for whānau and community;
 - d **Whakamaru | Active protection** – assess how decisions work towards protecting mana Motuhake (rights and interests of mana whenua) through relevant mutually beneficial strategies, policies, plans, programmes and initiatives; and
 - e **Oritetanga | Equity** - uphold the principle of fairness in the design and distribution of Greater Wellington's resources and services through the Long Term Plan to meet the needs and aspirations of whānau within our Greater Wellington rohe.

- 2.2 Ensure the Committee's decision making:
 - a Considers climate change-related risks (mitigation and adaptation); and
 - b Is consistent with Council's plans and initiatives to give effect to Council's declaration of a climate emergency on 21 August 2019, including agreed emissions reduction targets.
- 2.3 Prepare the Wellington Regional Public Transport Plan (and variations) and recommend it to Council for adoption.
- 2.4 Review performance trends related to public transport and transport demand management activities.
- 2.5 Review the effectiveness of implementation and delivery of Council's transport strategies, policies, plans, programmes, and initiatives⁵, including:
 - a The Wellington Regional Public Transport Plan);
 - b Quality and frequency of public transport services; and
 - c Transport demand management.
- 2.6 Oversee Council's involvement in major public transport programmes and projects, including Lower North Island Rail Integrated Mobility (LNIRIM), National Ticketing Solution (NTS), Transit oriented developments (TODs), Future Service Procurement, Strategic Public Transport Assets, Rail network renewals, Rail Scenario 1 (RS1), and the Accessibility Action Plan.
- 2.7 Consider:
 - a Matters relating to public ownership of public transport;
 - b Regional, national, and international developments; emerging issues and impacts; and changes in the legislative frameworks for their implications for transport strategies, policies, plans, programmes, and initiatives; and
 - c Business cases for submission to NZ Transport Agency Waka Kotahi or other agencies on strategic transport projects with the potential for significant financial impactand recommend to Council on these matters.
- 2.8 Advise Council's representatives on the Regional Transport Committee on Council's position to assist that committee in developing the Wellington Regional Land Transport Plan.

⁵ Noting that Council retains specific responsibility to make decisions on, and review the effectiveness of implementation, of the RiverLink project.

- 2.9 Advocate:
- a To support the Wellington Region’s territorial authorities in their traffic resolution processes that improve the efficiency of moving people and goods; and
 - b For the alignment of initiatives across the Wellington Region with transport implications, including for spatial planning and land use planning.
- 2.10 Review, after each Public Transport Advisory Group meeting, a written report of the business conducted at that meeting.

3 Delegations

- 3.1 Subject to sections 3.2 to 3.6, Council delegates to the Committee all the powers, functions, and duties necessary to perform the Committee’s responsibilities (except those that must not be delegated, have been retained by Council, have been delegated to another committee, or have been delegated to the Chief Executive).
- 3.2 The Committee has the authority to approve:
- a Strategies, policies, and guidelines to deliver public transport in accordance with the Wellington Regional Public Transport Plan;
 - b Transport strategies, policies, and indicators related to transport demand management and active mode promotion; and
 - c Submissions to external organisations for matters pertaining directly to the Committee’s purposes.
- 3.3 The Committee may make decisions on matters with a financial impact only where the related costs are:
- a Budgeted for in the relevant business group’s budget; and
 - b Not budgeted for in the relevant business group’s budget but can be met from savings within that budget.
- 3.4 Where the Committee considers a decision with a material financial impact is needed⁶, the Committee must refer the matter to Council for its decision.
- 3.5 The Committee may not make a decision that is materially inconsistent with Council’s Annual Plan or Long Term Plan.

⁶ That is, where savings are identified from other business groups’ budgets to meet the related costs; or no savings are identified across Greater Wellington’s overall budget to meet the related costs.

4 Members

4.1 All fourteen Councillors.

4.2 The Chair of the Public Transport Advisory Group.

5 Voting entitlement

The Chair of the Public Transport Advisory Group sits at the table and has full speaking rights but has no voting rights.

6 Quorum

Eight members.

7 Remuneration

The Chair of the Public Transport Advisory Group may claim Greater Wellington's standard daily meeting fee and mileage allowances and/or public transport expenses for scheduled meetings of the Committee.

5 Chief Executive Employment Committee

1 Purpose

Act for, and advise, Council on matters relating to the employment, performance, and remuneration of Council's Chief Executive.

2 Specific responsibilities

- 2.1 Apply Council's Te Tiriti o Waitangi principles when conducting the Committee's business and making decisions:
- a **Pātuitanga | Relationships and Partnerships** – ensure decisions are based on shared knowledge, expertise and values maintained and sustained through active relationships and meaningful partnerships with mana whenua. These relationships and partnerships will contribute to Greater Wellington's core business services, functions, and systems to develop and deliver our shared aspirations across our Greater Wellington rohe;
 - b **Kōwhiringa | Options** – actively partner with mana whenua to enable effective governance decision making that is informed by kaupapa Māori and mātauranga Māori analytical frameworks and knowledge systems in identifying feasible and meaningful options and solutions;
 - c **Tino rangatiratanga | Self Determination** – position Greater Wellington to give effect to Te Tiriti o Waitangi and uphold the interests of mana whenua in exercising their tino rangatiratanga in planning and promoting quality services that enable self-determination for whānau and community;
 - d **Whakamaru | Active protection** – assess how decisions work towards protecting mana Motuhake (rights and interests of mana whenua) through relevant mutually beneficial strategies, policies, plans, programmes and initiatives; and
 - e **Oritetanga | Equity** - uphold the principle of fairness in the design and distribution of Greater Wellington's resources and services through the Long Term Plan to meet the needs and aspirations of whānau within our Greater Wellington rohe.
- 2.2 Recommend to Council (for its approval) a recruitment, selection, and appointment process for the Chief Executive.
- 2.3 Oversee the Council-approved recruitment, selection, and appointment process for the Chief Executive (noting that Council must legally make the appointment decision).
- 2.4 Negotiate a draft initial performance agreement, subsequent draft performance agreements, and variations (as needed) with the Chief Executive; and recommend to Council any draft performance agreement (or variation) for approval.

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- 2.5 Undertake a six-monthly interim review of the Chief Executive's progress against the performance agreement and recommend any changes to Council.
- 2.6 Conduct an annual review of the Chief Executive's performance and remuneration and recommend to Council.
- 2.7 Conduct a review of employment at the end of the Chief Executive's first term of employment (under clause 35 of Schedule 7 to the Local Government Act 2002); and recommend to Council on whether the Chief Executive should be appointed for a second term or the position declared vacant (under clause 34 of Schedule 7 to the Local Government Act 2002).

3 Members

Five Councillors.

4 Quorum

Three members.

6 Finance, Risk and Audit Committee

1 Purpose

Oversee, review, and report to Council on the effectiveness of strategies, policies, systems, and processes for, and Greater Wellington's delivery in, the areas of financial management; risk management; internal and external audit and assurance; and legislative compliance.

2 Specific responsibilities

2.1 Apply Council's Te Tiriti o Waitangi principles when conducting the Committee's business and making decisions:

- a **Pātuitanga | Relationships and Partnerships** – ensure decisions are based on shared knowledge, expertise and values maintained and sustained through active relationships and meaningful partnerships with mana whenua. These relationships and partnerships will contribute to Greater Wellington's core business services, functions, and systems to develop and deliver our shared aspirations across our Greater Wellington rohe;
- b **Kōwhiringa | Options** – actively partner with mana whenua to enable effective governance decision making that is informed by kaupapa Māori and mātauranga Māori analytical frameworks and knowledge systems in identifying feasible and meaningful options and solutions;
- c **Tino rangatiratanga | Self Determination** – position Greater Wellington to give effect to Te Tiriti o Waitangi and uphold the interests of mana whenua in exercising their tino rangatiratanga in planning and promoting quality services that enable self-determination for whānau and community;
- d **Whakamaru | Active protection** – assess how decisions work towards protecting mana Motuhake (rights and interests of mana whenua) through relevant mutually beneficial strategies, policies, plans, programmes and initiatives; and
- e **Oritetanga | Equity** - uphold the principle of fairness in the design and distribution of Greater Wellington's resources and services through the Long Term Plan to meet the needs and aspirations of whānau within our Greater Wellington rohe.

2.2 Ensure that the Committee's decision making:

- a Considers climate change-related risks (mitigation and adaptation);
- b Is consistent with Council's plans and initiatives to give effect to Council's declaration of a climate emergency on 21 August 2019, including agreed emissions reduction targets; and
- c Considers Council's approved organisational risk appetites.

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- 2.3 Oversee the development and implementation, and review the effectiveness of delivery, of Council's financial management strategies and policies (including the Financial Strategy, Revenue and Financing Policy, and Treasury Risk Management Policy) and recommend these, and any changes, to Council.
- 2.4 Review the robustness and effectiveness of Greater Wellington's financial management (including the control environment) and performance with a particular focus on the:
 - a Alignment of Greater Wellington's financial management policies, systems, and processes with Council's financial management strategies and policies; and
 - b Accounting policies and principles, andrecommend any changes to Council.
- 2.5 Oversee the development of, and review, organisational risk appetites and recommend these, and any changes, to Council to approve.
- 2.6 Review the effectiveness of Greater Wellington's:
 - a Risk management policies, systems, and processes;
 - b Management of significant organisational risks (particularly climate change, legal, and security governance), including whether the related actions align with Council's approved organisational risk appetite and mitigate these risks; and
 - c Governance arrangements for significant projects and programmes of workand recommend any changes to Council.
- 2.7 Review the appropriateness of Council's insurance and (annually) its insurance and recommend any changes to Council.
- 2.8 Review the effectiveness of Greater Wellington's systems and processes to:
 - a Manage legislative compliance (including statutory reporting and health, safety and wellbeing); and
 - b Be a good regulator.
- 2.9 For internal audit:
 - a Oversee the development of the triennial internal assurance plan;
 - b Review proposed terms of reference for internal audits and ensure these align with the internal assurance plan; and
 - c Review internal audit reports and the effectiveness of Greater Wellington's actions to address related audit recommendations.

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2.10 For external audit:

- a Receive the annual audit plan, including the terms of engagement, nature and scope of the audit, and the timetable; and
- b Review any external audit reports and the effectiveness of Greater Wellington's actions to address related audit recommendations.

2.11 Agree annually the Committee's work programme after seeking Council's contributions.

2.12 After each meeting, provide a written report of the business conducted at that meeting to the next Council meeting.

2.13 For the draft Annual Report:

- a Review it and ensure it complies with statutory requirements and provides a sound basis for the public accountability of Council's and Greater Wellington's performance and position for each financial year;
- b Review any proposed formal announcements relating to Council's financial performance; and
- c Recommend to Council for adoption the draft Annual Report.

2.14 Complete, and implement the results of, an annual external review and/or self-assessment of the Committee's performance (to improve the maturity and effectiveness of the Committee and its members).

3 Delegation

The Committee has the authority to approve the internal assurance plan.

4 Members

4.1 Five Councillors.

4.2 One external member, appointed by Council, who has the necessary independence, expertise, and knowledge of local government relevant to the Committee's purpose and responsibilities.

4.3 The external member shall engage regularly with the Committee Chair, Chief Executive, and Group Manager Finance and Risk to keep informed on Greater Wellington's key activities.

5 Quorum

Three members.

7 Regional Transport Committee⁷

1 Purpose

Exercise the legislative functions and powers of a regional transport committee under the Land Transport Management Act 2003 (the LTMA).

2 Specific responsibilities

- 2.1 Prepare, for approval by Council, the Wellington Regional Land Transport Plan and any variations to it.
- 2.2 Adopt a policy that determines the significance for variations made to, and activities included in, the Wellington Regional Land Transport Plan.
- 2.3 Review the implementation and delivery of the Wellington Regional Land Transport Plan.
- 2.4 Advocate for investment in the Wellington Region's rail infrastructure.
- 2.5 Advise and assist Council, as requested, with its transport responsibilities.
- 2.6 Approve submissions to external organisations on matters that support contribution to the Wellington Regional Land Transport Plan's strategic direction and objectives.
- 2.7 Work closely with the Wellington Regional Leadership Committee to improve alignment and integration of regional transport and land use planning.

3 Members⁸

- 3.1 Council shall appoint:
 - a Two persons to represent Council;
 - b One person from each territorial authority in the Wellington Region (to represent that territorial authority); and
 - c One person to represent the New Zealand Transport Agency.
- 3.2 KiwiRail must appoint the KiwiRail member⁹.
- 3.3 To assist the Committee in its decision making, Council may appoint one or more non-local government advisors where those persons have skills, attributes, or knowledge that may assist the work of the Committee¹⁰.

⁷ Adopted by Council on 27 November 2025 (Report 25.438).

⁸ Sections 105(2) and (4) of the LTMA.

⁹ Section 105A(3) of the LTMA.

¹⁰ Clause 31(3) of Schedule 7 to the Local Government Act 2002.

4 Voting entitlement

- 4.1 The KiwiRail member has full speaking rights, but no voting rights, at any meeting of the Committee¹¹.
- 4.2 The appointed non-local government advisors have full speaking rights, but no voting rights on any matter.

5 Alternate members

- 5.1 The New Zealand Transport Agency and each territorial authority are each entitled to nominate an alternate member for appointment by Council. This alternate may sit at the table and speak and vote at Committee meetings; but only if the related appointed member is unable to attend.
- 5.2 KiwiRail may appoint an alternate KiwiRail member. This alternate may sit at the table and speak at Committee meetings; but only if the appointed KiwiRail member is unable to attend.

6 Quorum

The Chair or Deputy Chair, and at least 50 percent of the remaining voting members.

7 Chair and Deputy Chair

- 7.1 Council must appoint, from its representatives, the Chair and Deputy Chair¹².
- 7.2 The Chair, or any other person presiding at the meeting, has a deliberative vote; and, in the case of an equality of votes, does not have a casting vote (and therefore the act or question is defeated, and the status quo is preserved)¹³.
- 7.3 The KiwiRail member must not be appointed as the Chair or Deputy Chair (or by any other process preside at any meeting)¹⁴.

8 Remuneration and expenses

The non-local government advisors appointed to the Committee (who are not otherwise being remunerated) may claim Greater Wellington's standard daily meeting fee and mileage allowances and/or public transport expenses.

¹¹ Section 105A(4) of the LTMA.

¹² Section 105(6) of the LTMA.

¹³ Section 105(7) of the LTMA.

¹⁴ Section 105A(4) of the LTMA.

8 Te Tiriti o Waitangi Komiti

1 Purposes

- 1.1 Support Greater Wellington to implement robust decisions that uphold Te Tiriti o Waitangi obligations, commitments, and responsibilities to enable equitable outcomes for Māori.
- 1.2 Oversee the upholding of Te Tiriti o Waitangi matters, including:
 - a Strategies, policies, agreements, and initiatives relating that impact Te Tiriti and mana whenua partnerships; and
 - b Greater Wellington's commitments under Te Tiriti o Waitangi settlements.
- 1.3 Recommend to Council on these matters, including any related changes.

2 Specific responsibilities

- 2.1 Apply Council's Te Tiriti o Waitangi principles when conducting the Committee's business and making decisions:
 - a **Pātuitanga | Relationships and Partnerships** – ensure decisions are based on shared knowledge, expertise and values maintained and sustained through active relationships and meaningful partnerships with mana whenua. These relationships and partnerships will contribute to Greater Wellington's core business services, functions, and systems to develop and deliver our shared aspirations across our Greater Wellington rohe;
 - b **Kōwhiringa | Options** – actively partner with mana whenua to enable effective governance decision making that is informed by kaupapa Māori and mātauranga Māori analytical frameworks and knowledge systems in identifying feasible and meaningful options and solutions;
 - c **Tino rangatiratanga | Self Determination** – position Greater Wellington to give effect to Te Tiriti o Waitangi and uphold the interests of mana whenua in exercising their tino rangatiratanga in planning and promoting quality services that enable self-determination for whānau and community;
 - d **Whakamaru | Active protection** – assess how decisions work towards protecting mana Motuhake (rights and interests of mana whenua) through relevant mutually beneficial strategies, policies, plans, programmes, and initiatives; and
 - e **Oritetanga | Equity** - uphold the principle of fairness in the design and distribution of Greater Wellington's resources and services through the Long Term Plan to meet the needs and aspirations of whānau within our Greater Wellington rohe.

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- 2.2 Review the effectiveness of implementation and delivery of:
- a Council's and Greater Wellington's statutory responsibilities to Te Tiriti o Waitangi;
 - b Council bodies' application of Council's Te Tiriti o Waitangi principles; and
 - c Improving outcomes, and upholding the priorities, for mana whenua and Māori and recommend any changes to Council.
- 2.3 Consider and recommend to Council on:
- a Negotiation issues for Te Tiriti o Waitangi settlements in the Wellington Region that involve Greater Wellington, and on the upholding of Greater Wellington's commitments under concluded settlements;
 - b The transfer of Council's statutory functions, duties, and powers to mana whenua;
 - c Māori representation and partnership structures or initiatives with mana whenua; and
 - d Continued commitments to, and implications of government reforms for, concluded settlements in the Wellington Region.
- 2.4 Ensure that the Committee's decision making:
- b Considers climate change-related risks (mitigation and adaptation); and
 - c Is consistent with Council's plans and initiatives to give effect to Council's declaration of a climate emergency on 21 August 2019, including agreed emissions reduction targets.

3 Members

Six Councillors.

4 Quorum

Three members.

9 Te Upoko Taiao – Natural Resources Plan Committee

1 Purpose

Promote the sustainable management of the region's natural and physical resources by overseeing the review and development of regional plans, changes, and variations for the Wellington Region, as required under the Resource Management Act 1991.

2 Specific responsibilities

- 2.1 Review operative regional plans.
- 2.2 Prepare proposed regional plans.
- 2.3 Prepare any variations to proposed regional plans or plan changes.
- 2.4 Prepare any plan changes in relation to operative regional plans.
- 2.5 Recommend to Council the proposed plans, proposed variations and proposed plan changes that should proceed to public notification.
- 2.6 Review any provisions which Council may refer back to the Committee for further consideration.
- 2.7 Oversee consultation under the First Schedule to the Resource Management Act 1991.
- 2.8 Appoint hearing committees or hearings panels, composed of accredited persons, to hear and decide upon submissions on proposed regional plans, proposed variations and proposed plan changes. (Such hearing committees or panels may include members of the Committee and / or other persons chosen for their particular skills, attributes or knowledge that will assist the hearing committee or panel.).
- 2.9 Review progress with the development and implementation of regulatory matters, such as the Natural Resources Plan for the Wellington Region.
- 2.10 Review progress with the implementation of the regulatory and non-regulatory aspects of the Whaitua Implementation Plans and the work of the whaitua committees.
- 2.11 Review government policy proposals and proposed legislation relating to the purpose and responsibilities of the Committee.
- 2.12 Review Greater Wellington's implementation of government policy and legislation relating to the purpose and responsibilities of the Committee.
- 2.13 Recommend to the Environment Committee and / or Council, as appropriate, specific actions to improve the effectiveness of the implementation of:
 - a Regulatory matters, such as the Natural Resources Plan for the Wellington Region
 - b Regulatory and non-regulatory aspects of the Whaitua Implementation Plans and the work of the whaitua committees

- c Government policy and legislation relating to the purpose and responsibilities of the Committee.

2.14 Recommend to Council the content of proposed submissions on government policy proposals and proposed legislation relating to the purpose and responsibilities of the Committee.

3 Members

3.1 Six Councillors.

3.2 Six non-Councillor members, each appointed by Council for their skills, attributes or knowledge that will assist the work of the Committee and including their knowledge of the rohe of the relevant iwi authority to which they belong.

3.3 In making appointments under section 3.2, Council will have regard to the recommendation of each of the six iwi authorities that are signatories to the Memorandum of Partnership between Te Tangata Whenua ki Te Upoko o te Ika a Māui and Wellington Regional Council Te Pane Matua Taiao.

4 Co-Chairs

4.1 The Committee will have two Co-Chairs:

- a A Councillor member of the Committee
- b A non-Councillor member of the Committee.

4.2 At the commencement of each triennium:

- a The Council shall appoint the Councillor Co-Chair
- b The Committee, at its first meeting of each triennium, on the recommendation of the non-Councillor members of the Committee, shall appoint the non-Councillor Co-Chair.

4.3 Each Co-Chair shall be the presiding member at meetings of the Committee on an alternate basis. If a Co-Chair is absent from a meeting of the Committee for which they are scheduled to be the presiding member, then the other Co-Chair shall preside at the meeting.

4.4 The Councillor Co-Chair of the Committee shall be the presiding member when the Committee is meeting to recommend to Council:

- a The notification of proposed regional plans, proposed variations or proposed plan changes; or
- b The commencement of the preparation of a variation of a proposed regional plan or proposed plan change, or
- c The commencement of the preparation of proposed plans, or plan changes in relation to operative regional plans.

- 4.5 The Councillor Co-Chair of the Committee shall be the presiding member when the Committee is meeting to appoint hearing committees or panels.

5 Voting entitlement

- 5.1 Members of the Committee have full speaking rights and voting entitlements.
- 5.2 A casting vote will only apply when the Committee is meeting to make a recommendation to Council relating to any of the matters set out in section 4.4, or making an appointment under section 4.5.

6 Quorum

- 6.1 Three Councillor and three non-Councillor members of the Committee.
- 6.2 All (six) Councillor members of the Committee must be present when the Committee is meeting to make a recommendation to the Council relating to any of the matters set out in section 4.4, or making an appointment under section 4.5.

7 Remuneration

The remuneration of the non-Councillor members of the Committee will be determined and approved by the Council.

8 Delegations

- 8.1 The Council delegates all the functions and powers of the Council that are capable of delegation under the Resource Management Act 1991 to Te Upoko Taiao - Natural Resources Plan Committee which are necessary for it to carry out the specific responsibilities listed above relating to the review and development of regional plans, changes and variations.
- 8.2 The Council delegates to any hearing committee or hearing panel appointed by Te Upoko Taiao - Natural Resources Plan Committee all necessary powers under the Resource Management Act 1991 to hear and decide submissions on proposed regional plans, proposed variations, and proposed plan changes.

9 Duration of the Committee

With reference to clause 30(7) of Schedule 7 to the Local Government Act 2002, Te Upoko Taiao - Natural Resources Plan Committee is not discharged following the next triennial election.

10 Review of Committee's terms of reference

A review of the Committee's terms of reference will be undertaken when the Proposed Natural Resources Plan for the Wellington Region becomes operative or at any time at the Council's discretion.

11 Special terms of reference

- 11.1 A role of the Committee and all members of the Committee is to objectively oversee the development of proposed plans, variations, and plan changes in accordance with the requirements of the Resource Management Act 1991. In particular, the Committee must apply the purpose and principles of the Act and section 32 to its decision-making and recommendations.
- 11.2 The Committee may make recommendations to the full Council as to the readiness of plans, variations, and plan changes for notification. The Committee must consider the matters raised by Council in respect of any document or parts of a document referred back to it for further consideration.
- 11.3 The Committee, when appointing hearings committees or panels, shall appoint members for their particular skills, attributes or knowledge relevant to the work of the Committee or panel and shall so far as possible ensure that none of the members is open to perceptions or allegations of bias or predetermination.
- 11.4 The role of the non-Councillor members is to apply their particular skills, attributes, and knowledge of Māori relationships to land, water and taonga, including knowledge relating to their particular rohe, to assist the committee in carrying out its responsibilities under the Resource Management Act 1991.
- 11.5 It is not the role of any member (elected or otherwise) to represent or advocate for any particular interest.
- 11.6 It is not intended that the participation of non-Councillor members on the Committee be a substitute for any consultation with iwi authorities required under the First Schedule of the Resource Management Act 1991.
- 11.7 The participation of Māori on the Committee is consistent with the Council's obligations under the Local Government Act 2002 to facilitate participation in decision-making.

10 Ara Tahi (An advisory body to Council)

1 Purpose

Influence and guide Council's decision making and uphold the Memorandum of Partnership.

2 Specific responsibilities

- 2.1 Develop an Ara Tahi Strategic Plan and work programme.
- 2.2 Monitor the progress and achievements of the Ara Tahi work programme.
- 2.3 Review the Ara Tahi Strategic Plan every three years.
- 2.4 Maintain an overview of the review of the Memorandum of Partnership every three years.
- 2.5 Provide a forum for collective discussions and action on matters of strategic importance to the Wellington Region.
- 2.6 Oversee matters pertaining to the partnership between mana whenua and Council.
- 2.7 By invitation from Council, nominate persons on the basis of their skills and experience, for appointment by Council to Council committees, as one means of providing opportunities for Māori to contribute to Council's decision-making processes and provide advice to Council on the delivery of Council's recognition and respect of the Crown's Te Tiriti o Waitangi obligations¹⁵.
- 2.8 Enable separate mana whenua caucus opportunities at the end of planned meetings, as required.

3 Members

- 3.1 Up to twelve non-Councillor members, being a maximum of two members nominated and mandated by each iwi signatory to the Memorandum of Partnership.
- 3.2 Two Councillor members, appointed by Council.
- 3.3 The Chief Executive.

4 Chair

- 4.1 At the commencement of each triennium, Ara Tahi elects a Chair from its members.
- 4.2 The Chair serves for the duration of the triennium, unless:
 - a The Chair resigns; or

¹⁵ *Memorandum of Partnership 2013*, page 4.

Attachment 1 to Report 25.492

- b A new Chair is elected, following a demand for an election signed in writing by Ara Tahi members from at least four of the mana whenua partner organisations represented on Ara Tahi.

4.3 Nominations for the Chair:

- a Are submitted and endorsed by a partner to the Memorandum of Partnership¹⁶;
- b Include the name(s) of the individual nominating the candidate and the nominee (if these are different, as members can nominate themselves), and a brief profile statement; and
- c Are submitted to Te Pou Whakarae by email or post by 5pm Friday three weeks prior to the first Ara Tahi planned meeting after the triennial elections.

4.4 Te Hunga Whiriwhiri will distribute nominee information to members at least one week prior to the first Ara Tahi planned meeting.

4.5 Members will:

- a Vote for the Chair at the first Ara Tahi planned meeting;
- b Cast a single vote on behalf of the agency or entity that nominated them or that they represent. For the avoidance of doubt, this means there will be a total of six mana whenua votes and one Councillor vote cast. No proxy votes are allowed; and
- c Vote either by a show of hands or a secret ballot. The request by one member for a secret ballot is sufficient to instigate this method.

4.6 If a secret ballot is used, one of the Councillor members will receive and tally the votes and announce the results.

4.7 If no nominations are received for Chair, the previous Chair will be invited to continue in the role.

4.8 The Chair:

- a Starts the term effective immediately;
- b Presides at all meetings of Ara Tahi;
- c Is supported by Te Hunga Whiriwhiri; and
- d Is eligible to an annual honorarium as determined and approved by Council.

4.9 If the Chair is unable to attend a meeting, the members will appoint a presiding member from amongst the members present.

¹⁶ *Memorandum of Partnership* 2013. For a list of mana whenua partners, refer to page 2.

5 Quorum

Representatives from at least four mana whenua entities, plus one Councillor member.

6 Decision making and voting entitlement

- 6.1 Decision making is by consensus.
- 6.2 If a vote is required, decisions are made by majority.
- 6.3 Members will cast a single vote on behalf of the agency or entity that nominated them or that they represent. For the avoidance of doubt, this means there will be a total of six mana whenua votes and one Councillor vote cast. No proxy votes are allowed.
- 6.4 The Chair does not have a casting vote.

7 Remuneration

The non-Councillor members are each eligible to claim a meeting fee of \$400 (inclusive of travel and preparation time).

8 Meeting frequency and life of Ara Tahi

- 8.1 Ara Tahi:
 - a Meets at least quarterly according to the agenda demands, and more often as negotiated and agreed; and
 - b Continues as long as it achieves its purpose.
- 8.2 Council may disestablish Ara Tahi, on the unanimous recommendation of Ara Tahi.

9 Review / evaluation

Ara Tahi supports a process of continuous improvement and will undertake a self-review every second year to identify any areas of improvement or refinement.

11 Farming Reference Group (An advisory body to the Environment and Climate Committee)

1 Purpose

Advise on matters related to Greater Wellington's functions that affect the well-being of the Wellington Region's farming communities.

2 Specific responsibilities

2.1 Apply Council's Te Tiriti o Waitangi principles when conducting the Farming Reference Group's business:

- a **Pātuitanga | Relationships and Partnerships** – ensure decisions are based on shared knowledge, expertise and values maintained and sustained through active relationships and meaningful partnerships with mana whenua. These relationships and partnerships will contribute to Greater Wellington's core business services, functions, and systems to develop and deliver our shared aspirations across our Greater Wellington rohe;
- b **Kōwhiringa | Options** – actively partner with mana whenua to enable effective governance decision making that is informed by kaupapa Māori and mātauranga Māori analytical frameworks and knowledge systems in identifying feasible and meaningful options and solutions;
- c **Tino rangatiratanga | Self Determination** – position Greater Wellington to give effect to Te Tiriti o Waitangi and uphold the interests of mana whenua in exercising their tino rangatiratanga in planning and promoting quality services that enable self-determination for whānau and community;
- d **Whakamaru | Active protection** – assess how decisions work towards protecting mana Motuhake (rights and interests of mana whenua) through relevant mutually beneficial strategies, policies, plans, programmes and initiatives; and
- e **Oritetanga | Equity** - uphold the principle of fairness in the design and distribution of Greater Wellington's resources and services through the Long Term Plan to meet the needs and aspirations of whānau within our Greater Wellington rohe.

2.2 Ensure that the Farming Reference Group's advice:

- a Considers climate change-related risks (mitigation and adaptation); and
- b Is consistent with Council's plans and initiatives to give effect to Council's declaration of a climate emergency on 21 August 2019, including agreed emissions reduction targets.

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- 2.3 Advise on the sustainable management of the Wellington Region within a framework of environmental and economic sustainability as it relates to the following issues:
- a Soil conservation;
 - b Flood protection;
 - c Plant and animal pests;
 - d Climate change;
 - e Nutrient management;
 - f Biodiversity protection and enhancement; and
 - g Riparian management.
- 2.4 Advise on:
- a Farming matters during the development of the Wellington Region's Natural Resources Plan; and
 - b Matters related to Greater Wellington's other functions that affect the farming communities within the Wellington Region.
- 2.5 Establish robust and enduring partnerships between Greater Wellington and the Wellington Region's farming communities and stakeholders.

3 Reporting and servicing

- 3.1 After each meeting, the Chair of the Farming Reference shall provide, and speak to, a written report on the business conducted at that meeting to the next Environment and Climate Committee meeting.
- 3.2 The Farming Reference Group is serviced and facilitated by the Environment Group.

4 Members

Up to eleven persons appointed by Council, as follows:

- a Two Councillors; and
- b Up to nine persons, nominated for each person's skills, attributes, or knowledge to assist the work of the Farming Reference Group (including their networks in the Wellington Region's farming communities).

5 Chair

Council appoints the Chair from the non-Councillor members, on nomination of the Farming Reference Group.

6 Quorum

Six members.

7 Term of appointment

A member's term of appointment ceases if the member resigns or misses two consecutive meetings without tendering an apology.

8 Remuneration and expenses

Members (who are not otherwise being remunerated) may claim Greater Wellington's standard daily meeting fee and mileage allowances and/or public transport expenses.

9 Meeting procedure and frequency

9.1 All members have equal speaking and voting rights (one vote per member).

9.2 The Farming Reference Group shall meet up to six times each year, with additional meetings as required.

10 Status of the Farming Reference Group

10.1 The Farming Reference Group is an advisory body established by Council.

10.2 The Farming Reference Group is not a subordinate decision making body of Council and is not a committee under the Local Government Act 2002.

11 Duration of the Farming Reference Group

In the absence of Council's prior decision to continue the Farming Reference Group in the next triennium, the Farming Reference Group is dissolved at the end of the 2025—28 triennium.

12 Lower Ruamāhanga Advisory Group (An advisory body to the Environment and Climate Committee)

1 Purposes

- 1.1 Apply Council's Te Tiriti o Waitangi principles when conducting the business of the Lower Ruamāhanga Advisory Group (the Advisory Group):
 - a **Pātuitanga | Relationships and Partnerships** – ensure decisions are based on shared knowledge, expertise and values maintained and sustained through active relationships and meaningful partnerships with mana whenua. These relationships and partnerships will contribute to Greater Wellington's core business services, functions, and systems to develop and deliver our shared aspirations across our Greater Wellington rohe;
 - b **Kōwhiringa | Options** – actively partner with mana whenua to enable effective governance decision making that is informed by kaupapa Māori and mātauranga Māori analytical frameworks and knowledge systems in identifying feasible and meaningful options and solutions;
 - c **Tino rangatiratanga | Self Determination** – position Greater Wellington to give effect to Te Tiriti o Waitangi and uphold the interests of mana whenua in exercising their tino rangatiratanga in planning and promoting quality services that enable self-determination for whānau and community;
 - d **Whakamaru | Active protection** – assess how decisions work towards protecting mana Motuhake (rights and interests of mana whenua) through relevant mutually beneficial strategies, policies, plans, programmes and initiatives; and
 - e **Oritetanga | Equity** - uphold the principle of fairness in the design and distribution of Greater Wellington's resources and services through the Long Term Plan to meet the needs and aspirations of whānau within our Greater Wellington rohe.
- 1.2 Ensure that the advice of the Advisory Group:
 - a Considers climate change-related risks (mitigation and adaptation); and
 - b Is consistent with Council's plans and initiatives to give effect to Council's declaration of a climate emergency on 21 August 2019, including agreed emissions reduction targets.
- 1.3 Advise the Environment and Climate Committee and the Environment Group (as required) on the effectiveness of flood and erosion protection in the Lower Ruamāhanga Scheme Area, in particular:

Attachment 1 to Report 25.492

- a River and erosion management proposals and reports, including:
 - i Capital and maintenance work,
 - ii Annual work programmes and budgets,
 - iii Floodplain management strategies, and
 - iv Integrated and collaborative management opportunities; and
- b Community engagement approaches that support wider awareness of river and erosion management proposals, projects, and changes in the Lower Ruamāhanga Scheme Area.

2 Members

- 2.1 Two Councillors, being the Councillor elected by the Wairarapa General Constituency and one other Councillor.
- 2.2 Nine members, appointed by Council, as follows:
 - a One elected member of South Wairarapa District Council, nominated by that council; and
 - b Eight members, who either:
 - i Care about their local river in the Lower Ruamāhanga area,
 - ii Are a resident or ratepayer in the Lower Ruamāhanga area, or
 - iii Are a sustainability advocate.

3 Chair

Council appoints the Chair on nomination of the Advisory Group.

4 Quorum

At least 50 percent of the appointed members, including one Councillor member.

5 Voting entitlement

- 5.1 All members have equal speaking and voting rights.
- 5.2 The Chair does not have a casting vote.

6 Reporting and servicing

The Advisory Group reports to the Environment and Climate Committee and is serviced by the Environment Group.

7 Remuneration and expenses

- 7.1 Elected members' remuneration and expenses are met by the council they represent.
- 7.2 Non-elected members may claim Greater Wellington's standard daily meeting fee and mileage allowances and/or public transport expenses.
- 7.3 Provided the Chair is not an elected member of a council, the Chair shall also be eligible to receive an annual taxable honorarium of \$5,000 (in addition to Greater Wellington's standard daily meeting fee and mileage allowances and/or public transport expenses).

8 Status of the Advisory Group

- 8.1 The Advisory Group is an advisory body established by Council.
- 8.2 The Advisory Group is not a subordinate decision making body of Council and is not a committee under the Local Government Act 2002.

9 Meeting frequency and life of the Advisory Group

- 9.1 The Advisory Group meets as required.
- 9.2 The Advisory Group may recommend its dissolution to the Environment and Climate Committee.
- 9.3 In the absence of a prior decision made by Council to continue the Advisory Group in the next triennium, the Advisory Group will dissolve at the end of the 2025—28 triennium.

13 Public Transport Advisory Group (An advisory body to the Public Transport Committee)

1 Purpose

Advise (from a customer and community perspective) on public transport matters to inform the business of Metlink and the Public Transport Committee (as required).

2 Expectations of the Public Transport Advisory Group

2.1 Apply Council's Te Tiriti o Waitangi principles when conducting the Group's business:

- a **Pātuitanga | Relationships and Partnerships** – ensure decisions are based on shared knowledge, expertise and values maintained and sustained through active relationships and meaningful partnerships with mana whenua. These relationships and partnerships will contribute to Greater Wellington's core business services, functions, and systems to develop and deliver our shared aspirations across our Greater Wellington rohe;
- b **Kōwhiringa | Options** – actively partner with mana whenua to enable effective governance decision making that is informed by kaupapa Māori and mātauranga Māori analytical frameworks and knowledge systems in identifying feasible and meaningful options and solutions;
- c **Tino rangatiratanga | Self Determination** – position Greater Wellington to give effect to Te Tiriti o Waitangi and uphold the interests of mana whenua in exercising their tino rangatiratanga in planning and promoting quality services that enable self-determination for whānau and community;
- d **Whakamaru | Active protection** – assess how decisions work towards protecting mana Motuhake (rights and interests of mana whenua) through relevant mutually beneficial strategies, policies, plans, programmes and initiatives; and
- e **Oritetanga | Equity** - uphold the principle of fairness in the design and distribution of Greater Wellington's resources and services through the Long Term Plan to meet the needs and aspirations of whānau within our Greater Wellington rohe.

2.2 Each member should have the ability to provide a big picture view while also understanding the Wellington public transport network and broader public transport issues.

Attachment 1 to Report 25.492

- 2.3 The membership of the Public Transport Advisory Group (Advisory Group) should provide:
 - a A broad range of perspectives that represent customer and community needs;
 - b Geographic spread (including for each constituency); and
 - c Demographic diversity.
- 2.4 The Advisory Group will connect with other bodies or groups as required (e.g., accessibility groups) to enable it to provide advice on public transport design and delivery.
- 2.5 When developing its advice, the Advisory Group will consider the connections between public transport and strategic issues of climate change, mode share shift, and reduced deaths and serious injuries on our roads.
- 2.6 Members of the Advisory Group may receive information that is confidential as it is either commercially sensitive or is personal to a particular individual or organisation. Members must not use such confidential information for any purpose other than the purpose for which the information was supplied to the member and must not disclose such confidential information.

3 Members

- 3.1 Two Councillors, being the Deputy Chair of the Public Transport Committee and one other Councillor.
- 3.2 Up to 30 members to represent the following perspectives relating to public transport and active mode matters in the Wellington Region:
 - a Peak users (rail and bus);
 - b Off peak users (rail and bus);
 - c Active mode users (walking, cycling and micro-mobility);
 - d Transport equity;
 - e Rural;
 - f Disability accessibility;
 - g Transport dependent;
 - h Tertiary students;
 - i Youth;
 - j Senior citizens;
 - k Larger-framed users;
 - l Employers;
 - m Business / retail sector;

n Mana whenua, Māori; and

o LGBTQIA+.

3.3 More than one member may be appointed to represent a single perspective and one member may be appointed to represent multiple perspectives.

4 Appointment

Council appoints the members considering the matters set out in sections 2.2, 3.2 and 3.3 above.

5 Chair

Council appoints the Chair on nomination of the Advisory Group from the non-Councillor members.

6 Quorum

At least 50 percent of the members.

7 Alternate members

No alternates or proxies shall take the place of Advisory Group members.

8 Reporting and servicing

8.1 After each meeting, the Chair of the Advisory Group shall provide, and speak to, a written report of the business conducted at that meeting to the next Public Transport Committee meeting.

8.2 The Advisory Group is serviced and facilitated by Metlink.

9 Remuneration

Advisory Group members (who are not otherwise being remunerated by Greater Wellington) may claim Greater Wellington's standard daily meeting fee and mileage allowances and/or public transport expenses for scheduled meetings of the Advisory Group.

10 Status of the Advisory Group

10.1 The Advisory Group is an advisory body established by Council.

10.2 The Advisory Group is not a subordinate decision making body of Council and is not a committee under the Local Government Act 2002.

Attachment 1 to Report 25.492

11 Meeting frequency and life of Advisory Group

11.1 The Advisory Group meets up to four times each year, with additional meetings as required.

11.2 In the absence of a prior decision made by Council to continue the Advisory Group in the next triennium, the Advisory Group will dissolve at the end of the 2025—28 triennium.

14 Upper Ruamāhanga Advisory Group (An advisory body to the Environment and Climate Committee)

1 Purposes

1.1 Apply Council's Te Tiriti o Waitangi principles when conducting the business of the Upper Ruamāhanga Advisory Group (the Advisory Group):

- a **Pātuitanga | Relationships and Partnerships** – ensure decisions are based on shared knowledge, expertise and values maintained and sustained through active relationships and meaningful partnerships with mana whenua. These relationships and partnerships will contribute to Greater Wellington's core business services, functions, and systems to develop and deliver our shared aspirations across our Greater Wellington rohe;
- b **Kōwhiringa | Options** – actively partner with mana whenua to enable effective governance decision making that is informed by kaupapa Māori and mātauranga Māori analytical frameworks and knowledge systems in identifying feasible and meaningful options and solutions;
- c **Tino rangatiratanga | Self Determination** – position Greater Wellington to give effect to Te Tiriti o Waitangi and uphold the interests of mana whenua in exercising their tino rangatiratanga in planning and promoting quality services that enable self-determination for whānau and community;
- d **Whakamaru | Active protection** – assess how decisions work towards protecting mana Motuhake (rights and interests of mana whenua) through relevant mutually beneficial strategies, policies, plans, programmes and initiatives; and
- e **Oritetanga | Equity** - uphold the principle of fairness in the design and distribution of Greater Wellington's resources and services through the Long Term Plan to meet the needs and aspirations of whānau within our Greater Wellington rohe.

1.2 Ensure that that the advice of the Advisory Group:

- a Considers climate change-related risks (mitigation and adaptation); and
- b Is consistent with Council's plans and initiatives to give effect to Council's declaration of a climate emergency on 21 August 2019, including agreed emissions reduction targets.

1.3 Advise the Environment and Climate Committee and the Environment Group (as required) on the effectiveness of delivery of Te Kāuru Floodplain Management Plan, in particular:

Attachment 1 to Report 25.492

- a River and erosion management proposals and reports, including:
 - i Capital and maintenance work,
 - ii Annual work programmes and budgets,
 - iii Floodplain management strategies, and
 - iv Integrated and collaborative management opportunities; and
- b Community engagement approaches that support wider awareness of river and erosion management proposals, projects, and changes in the Upper Ruamāhanga area.

2 Status of the Advisory Group

- 2.1 The Advisory Group is an advisory body established by Council.
- 2.2 The Advisory Group is not a subordinate decision-making body of Council and is not a committee under the Local Government Act 2002.

3 Members

- 3.1 Two Councillors, being the Councillor elected by the Wairarapa General Constituency and one other Councillor.
- 3.2 Twelve members, appointed by Council as follows:
 - a Three elected members of Masterton District Council, nominated by that council;
 - b Two elected members of Carterton District Council, nominated by that council; and
 - c Seven members, who either:
 - i Care about their local river in the Upper Ruamāhanga area,
 - ii Are a resident or ratepayer in the Upper Ruamāhanga area, or
 - iii Are a sustainability advocate.

4 Chair

Council appoints the Chair on nomination of the Advisory Group.

5 Quorum

At least 50 percent of members, including one Councillor member.

6 Voting entitlement

- 6.1 All members have equal speaking and voting rights.
- 6.2 The Chair does not have a casting vote.

7 Reporting and servicing

The Advisory Group reports to the Environment and Climate Committee and is serviced by the Environment Group.

8 Remuneration and expenses

- 8.1 Elected members' remuneration and expenses are met by the council they represent.
- 8.2 Non-elected members may claim Greater Wellington's standard daily meeting fee and mileage allowances and/or public transport expenses.
- 8.3 Provided the Chair is not an elected member of a council, the Chair shall also be eligible to receive an annual taxable honorarium of \$5,000 (in addition to Greater Wellington's standard daily meeting fee and mileage allowances and/or public transport expenses).

9 Meeting frequency and dissolution

- 9.1 The Advisory Group meets as required.
- 9.2 The Advisory Group may recommend its dissolution to the Environment and Climate Committee.
- 9.3 In the absence of a prior decision by Council to continue the Advisory Group in the next triennium, the Advisory Group will dissolve at the end of the 2025—28 triennium.

15 Waiōhine Advisory Group (An advisory body to the Environment and Climate Committee)

1 Purposes

- 1.1 Apply Council's Te Tiriti o Waitangi principles when conducting the business of the Waiōhine Advisory Group (Advisory Group):
 - a **Pātuitanga | Relationships and Partnerships** – ensure decisions are based on shared knowledge, expertise and values maintained and sustained through active relationships and meaningful partnerships with mana whenua. These relationships and partnerships will contribute to Greater Wellington's core business services, functions, and systems to develop and deliver our shared aspirations across our Greater Wellington rohe;
 - b **Kōwhiringa | Options** – actively partner with mana whenua to enable effective governance decision making that is informed by kaupapa Māori and mātauranga Māori analytical frameworks and knowledge systems in identifying feasible and meaningful options and solutions;
 - c **Tino rangatiratanga | Self Determination** – position Greater Wellington to give effect to Te Tiriti o Waitangi and uphold the interests of mana whenua in exercising their tino rangatiratanga in planning and promoting quality services that enable self-determination for whānau and community;
 - d **Whakamaru | Active protection** – assess how decisions work towards protecting mana Motuhake (rights and interests of mana whenua) through relevant mutually beneficial strategies, policies, plans, programmes and initiatives; and
 - e **Oritetanga | Equity** - uphold the principle of fairness in the design and distribution of Greater Wellington's resources and services through the Long Term Plan to meet the needs and aspirations of whānau within our Greater Wellington rohe.
- 1.2 Ensure that the Advisory Group's advice:
 - a Considers climate change-related risks (mitigation and adaptation); and
 - b Is consistent with Council's plans and initiatives to give effect to Council's declaration of a climate emergency on 21 August 2019, including agreed emissions reduction targets.
- 1.3 Advise the Environment and Climate Committee and the Environment Group (as required) on the effectiveness of delivery of the Waiōhine Living River Plan, in particular:

Attachment 1 to Report 25.492

- a River and erosion management proposals and reports, including:
 - i Capital and maintenance work,
 - ii Annual work programmes and budgets,
 - iii Floodplain management strategies, and
 - iv Integrated and collaborative management opportunities; and
- b Community engagement approaches that support wider awareness of river and erosion management proposals, projects, and changes in the Waiōhine area.

2 Status of the Advisory Group

- 2.1 The Advisory Group is an advisory body established by Council.
- 2.2 The Advisory Group is not a subordinate decision-making body of Council and is not a committee under the Local Government Act 2002.

3 Members

- 3.1 Two Councillors, being the Councillor elected by the Wairarapa General Constituency and one other Councillor.
- 3.2 Eleven members, appointed by Council as follows:
 - a One elected member of Carterton District Council, nominated by that council;
 - b One elected member of South Wairarapa District Council, nominated by that council; and
 - c Nine members, who either:
 - i Care about their local river in the Waiōhine area,
 - ii Are a resident or ratepayer in the Waiōhine area, or
 - iii Are a sustainability advocate.

4 Chair

Council appoints the Chair on nomination of the Advisory Group.

5 Quorum

At least 50 percent of members, including one Councillor member.

6 Voting entitlement

- 6.1 All members have equal speaking and voting rights.
- 6.2 The Chair does not have a casting vote.

7 Reporting and servicing

The Advisory Group reports to the Environment and Climate Committee and is serviced by the Environment Group.

8 Remuneration and expenses

- 8.1 Elected members' remuneration and expenses are met by the council they represent.
- 8.2 Non-elected members may claim Greater Wellington's standard daily meeting fee and mileage allowances and/or public transport expenses.
- 8.3 Provided the Chair is not an elected member of a council, the Chair shall also be eligible to receive an annual taxable honorarium of \$5,000 (in addition to Greater Wellington's standard daily meeting fee and mileage allowances and/or public transport expenses).

9 Meeting frequency and dissolution

- 9.1 The Advisory Group meets as required.
- 9.2 The Advisory Group may recommend its dissolution to the Environment and Climate Committee.
- 9.3 In the absence of a prior decision by Council to continue the Advisory Group in the next triennium, the Advisory Group will dissolve at the end of the 2025—28 triennium.

Council
11 December 2025
Report 25.495



For Decision

ADOPTION OF THE 2026 MEETING SCHEDULE

Te take mō te pūrongo

Purpose

1. To advise Council of the schedule for Council and committee meetings for 2026.

He tūtohu

Recommendations

That Council:

- 1 **Adopts** the meeting schedule for Council and its committees for the 2026 calendar year, as outlined in [Attachment 1](#).
- 2 **Notes** the 2026 meeting schedule for the joint committees of which Council is a member (Attachment 2).
- 3 **Authorises** the Head of Governance and Democracy to circulate the adopted meeting schedule to key stakeholders and to modify the meeting schedule as and when required.

Te horopaki

Context

2. Clause 19(6) of Schedule 7 of the Local Government Act 2002 provides for Council to adopt a schedule of meetings for Council and committee meetings.
3. The proposed schedule for the 2026 calendar year includes Council and its committees ([Attachment 1](#)). It does not include Council or committee workshops or other events, or Council's advisory bodies.
4. The joint committees in the Wellington Region of which Council is a member (Wellington Region Civil Defence Emergency Management (CDEM) Group, Wellington Regional Leadership Committee (WRLC) and Wellington Water Committee) are not included in Council's schedule for adoption. Instead, each joint committee adopts its own schedule at their respective meetings. The WRLC and CDEM Group will adopt their respective schedules at their next meetings, and the Wellington Water Committee is expected to adopt its schedule at its meeting on 12 December 2025. A list of the meetings is attached ([Attachment 2](#)).
5. The schedule does not include meetings for WRC Holdings, Whitireia Park Board, and Wairarapa Moana Statutory Board, which all adopt their own schedules.

Te tātaritanga

Analysis

6. The Council and committee programme is scheduled on the basis that meetings are held on Tuesdays and Thursdays. Council and the committees of the whole (Environment and Climate, and Public Transport) are scheduled for Thursdays, with the other committees scheduled for Tuesdays.
7. No meetings have been scheduled for January or July, consistent with long-standing practice.
8. School holidays have been avoided to the extent practicable. Scheduling meetings either side of a public holiday has also been avoided where possible.
9. We have tried to balance the meeting cycles so that there are approximately the same number of meetings per meeting cycle.
10. Meetings will be held at Greater Wellington's Wellington office (Cuba Street), so that the meeting can be live streamed. Meetings may be arranged at other locations as required.

Ngā hua ahumoni

Financial implications

11. There are no financial implications arising from this report. Councillor expenses and remuneration for all non-elected members to committees have been budgeted for.

Ngā Take e hāngai ana te iwi Māori

Implications for Māori

12. This is an administrative report with no direct implications for Māori; however, adopting a schedule of meetings provides all communities with notice to be able to attend, watch and participate in meetings.

Ngā tikanga whakatau

Decision-making process

13. The matters requiring decision in this report were considered by officers against the decision-making requirements of Part 6 of the Local Government Act 2002.

Te hiranga

Significance

14. Officers considered the significance (as defined in Part 6 of the Local Government Act 2002) of the matters for decision, taking into account Council's *Significance and Engagement Policy* and Greater Wellington's *Decision-making Guidelines*. Officers consider that the matters outlined in this report are of low significance because of their administrative nature.

Te whakatūtakitaki

Engagement

15. Because of the low significance, community engagement was not considered necessary.

Ngā tūāoma e whai ake nei

Next steps

16. Once Council has adopted the schedule for 2025, staff will arrange for the circulation of the adopted schedule to external committee members and key stakeholders.

17. Meetings will be publicly notified in *The Post* and *Wairarapa Times-Age* and published on Greater Wellington’s website. This is in accordance with the public notice requirements of the Local Government Official Information and Meetings Act 1987 and Council’s Standing Orders.

Ngā āpitihanga

Attachments

Number	Title
1	Schedule of Council and committee meetings 2026
2	Joint committee meeting schedule 2026

Ngā kaiwaitohu

Signatories

Writers	Lucas Stevenson – Kaitohutohu Ratonga Manapori Democratic Services Advisor
Approvers	Elizabeth Woolcott – Kaiwhakahaere Matua Ratonga Manapori Manager Democratic Services Francis Ryan – Kaiwhakahaere Mana Urungi, Manapori Head of Governance and Democracy Luke Troy – Kaiwhakahaere Matua Rautaki Group Manager Strategy

He whakarāpopoto i ngā huritaonga Summary of considerations
<i>Fit with Council's roles or with Committee's terms of reference</i> In accordance with clause 19 of Schedule 7 to the Local Government Act 2002 Council may adopt a schedule of meetings.
<i>Contribution to Annual Plan / Long Term Plan / Other key strategies and policies</i> The 2026 schedule has been designed so that Council can approve key documents (such as the 2026/27 Annual Plan, Setting of Council's rates for 2026-27, and the 2025/26 Annual Report).
<i>Internal consultation</i> Democratic Services engaged with relevant lead officers of each committee in developing the schedule. The schedule was also provided to the Executive Leadership Team, the Council Chair and Deputy Chair, and committee chairs. Feedback received was considered and incorporated into the schedule where possible.
<i>Risks and impacts - legal / health and safety etc.</i> Any risks would be associated with Council not adopting the schedule.

Attachment 1 to Report 25.495

Schedule of Council and committee meetings for 2026

Council/Committee/Komiti	Date
Council – 10am	19 February 2 April 14 May 11 June (1pm) 25 June 27 August 24 September 29 October 10 December
Environment and Climate – 10am	26 February 26 March 7 May 18 June 20 August 17 September 22 October 3 December
Public Transport – 10am	12 February 19 March 30 April 11 June 13 August 10 September 15 October 26 November
Chief Executive Employment	10 February (1pm) 16 June (10am) 11 August (10am)

Attachment 1 to Report 25.495

Finance, Risk and Audit – 10am	24 February 5 May 18 August 20 October 1 December
Regional Transport – 10am	10 February 31 March 9 June 8 September 24 November
Te Tiriti o Waitangi – 10am	24 March 12 May 25 August 13 October

Attachment 2 to Report 25.495

Schedule of Joint Committee meetings

Joint Committee	Dates
Civil Defence Emergency Management Group (1pm) At Greater Wellington	3 March (10am) 23 June 22 September 8 December
Wellington Regional Leadership Committee (10am) At Greater Wellington	17 March 23 June 22 September 8 December
Wellington Water Committee	13 March 29 May

Council
11 December 2025
Report 25.511



For Decision

TIAKI WAI METROWATER LIMITED – APPROVAL OF ESTABLISHMENT ARRANGEMENTS

Te take mō te pūrongo

Purpose

1. To advise Council on:
 - a Approving the two Foundation Documents for Tiaki Wai MetroWater Limited - the Enduring Constitution and the Partners Agreement;
 - b Establishing (with the other Shareholder Councils) the Tiaki Wai MetroWater Limited Partners Committee (Partners Committee) as a joint committee and adopting its terms of reference;
 - c Appointing Council's Representative and Alternate to the Partners Committee; and
 - d Ratifying, in accordance with Council's delegation, the Chief Executive's joint approval (with the chief executives of the other Shareholder Councils) of the draft interim Statement of Expectations (SOE).

He tūtohu

Recommendations

That Council:

- 1 **Approves** the Enduring Constitution for Tiaki Wai MetroWater Limited (Tiaki Wai) ([Attachment 1](#)).
- 2 **Approves** the Tiaki Wai MetroWater Limited Partners Agreement (Attachment 2).
- 3 **Authorises** the Council Chair to:
 - a Agree jointly (with the other Shareholder Councils, being Hutt City Council, Porirua City Council, Upper Hutt City Council, and Wellington City Council) to any minor amendments to the Tiaki Wai MetroWater Limited Partners Agreement (Partners Agreement) prior to its execution; and
 - b Execute, on Council's behalf, the Partners Agreement.

- 4 **Establishes** the Tiaki Wai MetroWater Limited Partners Committee (Partners Committee) as a joint committee under clause 30(1)(b) of Schedule 7 to the Local Government Act 2002 on the terms set out in the Partners Agreement and with effect from the date it is signed by all the Shareholder Councils.
- 5 **Adopts** the Terms of Reference for the Partners Committee as stated in Schedule 3 to the Partners Agreement (Attachment 2).
- 6 **Appoints** to the Partners Committee:
 - a Councillor Ros Connelly as Council’s Representative; and
 - b Councillor Simon Woolf as Council’s Alternate.
- 7 **Delegates** to the Council’s Representative on the Partners Committee the power to confirm the Representatives and Alternates, and any replacements, nominated by the Mana Whenua Partners to the Partners Committee (under section 6.3 of the Partners Agreement).
- 8 **Notes** that the:
 - a Advisory Oversight Group appointed the interim directors of the MetroWater Establishment Board on 26 August 2025;
 - b Chief Executive, acting under Council’s delegated authority (Delegation to Chief Executive - Local Water Done Well Delivery Model - Report 25.458), approved jointly with the chief executives of the other Shareholder Councils (and following consultation with Councillor Connelly and engagement with Greater Wellington’s mana whenua partners), the draft principles and interim Statement of Expectations for Tiaki Wai;
 - c Draft principles and interim Statement of Expectations for Tiaki Wai were forwarded to the MetroWater Establishment Board for feedback, and then to Shareholder Councils for final comments; and
 - d The further revised draft SOE, intended for approval by the Partners Committee on 18 December 2025, is attached for Council’s reference (Attachment 3).
- 9 **Ratifies**, as required under Council’s delegation, the Chief Executive’s approval as noted in recommendation 8b.

Te tāhū kōrero

Background

2. At its meeting of 26 June 2025, Council agreed to jointly establish and co-own (with the Hutt, Porirua, Upper Hutt, and Wellington City Councils) a new asset-owning water services council-controlled organisation for three waters (Local Water Done Well Delivery Model - Report 25.250). This decision followed a period of public consultation that showed strong support for the proposal.

3. At that meeting, Council also agreed to delegate to Councillor Connelly as Representative (and Councillor Ponter as Alternate) the ability to decide as a member of the Advisory Oversight Group (AOG) on the following establishment activities only:
 - The appointment, removal, and remuneration of interim directors of the MetroWater Establishment Board of the new water organisation - Tiaki Wai MetroWater Limited (Tiaki Wai); and
 - The development of Tiaki Wai's draft Constitution and draft Stakeholders Agreement for recommendation to Council for final approval and ratification.
4. The AOG appointed the interim directors of the MetroWater Establishment Board on 26 August 2025.
5. The required joint Water Services Delivery Plan for the Wellington metropolitan area (WSDP)¹ was prepared, adopted by Council (Local Water Done Well – Approval of the Water Services Delivery Plan - Report 25.372), and submitted to the Department of Internal Affairs; which approved the WSDP on 3 October 2025.
6. The council-controlled TiakiWai MetroWater Ltd was incorporated on 29 October 2025, and the first Board meeting held on 7 November 2025.
7. Tiaki Wai MetroWater Limited (Tiaki Wai), will own and operate drinking water, wastewater, and piped stormwater services for approximately 432,000 people across the Wellington metropolitan area from 1 July 2026.

Enduring Constitution and the Partners Agreement

8. The Enduring Constitution and the Partners Agreement (formerly the Stakeholders Agreement) must be approved by the Shareholder Councils for the Tiaki Wai governance arrangements to be established in accordance with the Local Government (Water Services) Act 2025 (the 2025 Act).
9. The relevant provisions of the 2025 Act are:
 - a Subpart 3 of Part 2 - Water organisations (sections 44 to 47) – this outlines the establishment and ownership framework for new council-controlled water services organisations; and
 - b Subpart 1 of Part 4 – Planning (sections 224 to 229) - this specifically mandates that each new council-controlled water services organisation must adopt an Enduring Statement of Expectations and associated governance instruments (which includes the constitution, boards, roles, and duties) which must be approved by participating councils (including regional councils).
10. Council participates as both a shareholder and custodian under these provisions.
11. The draft Enduring Constitution and the draft Partners Agreement were developed with input from the Shareholder Councils and mana whenua partners (together, the

¹ This WSDP assesses the councils' water infrastructure, how much they need to invest, and the plan to finance and deliver through their preferred water service delivery model.

Partners) over the past few months and are based on an agreed set of principles and terms. Specialist legal input was provided initially by Minter Ellison Rudd Watts and was more recently peer reviewed and refined by Simpson Grierson.

12. Council had input into both documents through a workshop on 5 August 2025 and at its 21 August 2025 meeting, where it endorsed the draft Enduring Constitution and draft terms for the Partners Agreement (Local Water Done Well – Approval of the Water Services Delivery Plan - Report 25.372).

Draft Statement of Expectations

13. The draft Statement of Expectations (SOE) describes the Partners’ collective expectations of Tiaki Wai. These expectations provide direction on the outcomes that Tiaki Wai seeks to achieve when delivering water services for communities and how Tiaki Wai should conduct itself and its relationships with key stakeholders.

Approval of Foundation Documents

14. At its meeting on 9 October 2025, Council noted that the AOG had not approved the Foundation Documents at its final meeting on 26 September 2025 as originally intended. The AOG had, however, agreed that key matters would be integrated into the Partners Agreement including the voting model and the minimum commitment period for Shareholder Councils to Tiaki Wai (excluding Council, where provision is made for the option of a shorter exit period).
15. Noting that the necessary delegations to Councillors Connelly and Ponter (AOG Representative and Alternate respectively) ceased at the 2025 triennial local elections and that further drafting work was required, Council delegated to the Chief Executive (Delegation To Chief Executive – Local Water Done Well Delivery Model - Report 25.458):

The ability to make decisions, jointly with the chief executives of the shareholding councils, on the development of the new water services council-controlled organisation’s final draft Foundation Documents (including the draft Constitution, draft terms for the Partners’ Agreement, principles for the development of the Statement of Expectations, and principles to assist the new organisation to develop a Customer Charter) for recommendation to Council for its approval and ratification; and

Make the Chief Executive’s exercise of this delegation subject to prior consultation with Councillor Connelly and engagement with Greater Wellington’s mana whenua partners.

16. Tiaki Wai was incorporated on 29 October 2025 with an Interim Constitution prepared with input from the Partners. This enabled the MetroWater Establishment Board to meet and make decisions to continue critical preparations to meet the Day One (1 July 2026) target for Tiaki Wai to become operational.
17. A regional Establishment Team, jointly funded by the Shareholder Councils, is supporting the MetroWater Establishment Board and the incoming Chief Executive

in planning and delivery of all arrangements to enable Tiaki Wai to become operational by Day One. These activities are detailed in an Establishment Plan.

Te tātaritanga Analysis

18. The Foundation Documents are drafted to ensure the governance arrangements for Tiaki Wai are consistent with the 2025 Act. These governance arrangements are illustrated in the diagram in [Attachment 4](#).
19. As agreed by Council on 9 October 2025, further development of the Foundation Documents by the Establishment Team and joint decisions of the chief executives of the Shareholder Councils took place under delegation.

Final Draft Enduring Constitution

20. The final draft Enduring Constitution ([Attachment 1](#)) outlines the rules for managing Tiaki Wai including:
 - a Establishing a board;
 - b The rights and responsibilities of shareholders, directors, and officers; and
 - c Any limitations or restrictions to be applied, which help to prevent conflicts and ensure legal compliance.

Once approved, the Enduring Constitution will replace Tiaki Wai's Interim Constitution and be published on the Companies Office website.

21. The chief executives of the Shareholder Councils jointly approved two minor changes of interest in the final draft Enduring Constitution ([Attachment 1](#)). These changes are:
 - a Adding a new subsection 3(c) that requires Tiaki Wai to ensure its Water Services Strategy states how its intended activities will contribute to the expectations, outcomes, or any other relevant matters set out in the Statement of Expectations; and
 - b Decreasing, in section 12.3, the minimum number of Board directors from five to three (the maximum is seven).
22. Officers recommend that Council approves the final draft Enduring Constitution (Attachment 1).

Draft Partners Agreement and the Partners Committee

23. The draft Partners Agreement ([Attachment 2](#)) sets out the:
 - a Key terms for the governance and management of the relationship between the Partners in their oversight of Tiaki Wai (including the establishment of a joint committee); and

- b Responsibilities that the Shareholder Councils retain for any issue, transfer, or buy-back of shares, capital calls, rights to equity securities, major transactions and any steps to amalgamate or wind up Tiaki Wai (Schedule 2).
24. Under the draft Partners Agreement:
- a The Partners will establish a joint committee² - the Tiaki Wai MetroWater Partners Committee (Partners Committee). The Partners Committee will decide on:
 - i The terms on which any new non-shareholding local authority or mana whenua partner will accede as a Shareholder and/or Partner (as applicable),
 - ii The terms on which any existing Shareholder or Partner will exit as a Shareholder or Partner,
 - iii Any amendments to the Partners Agreement or the Enduring Constitution,
 - iv The adoption of the Statement of Expectations for Tiaki Wai,
 - v The selection and appointment to, and removal of directors from, Tiaki Wai's Board,
 - vi The adoption or amendment of the Board Skills Matrix, and
 - vii Whether to have an independent Chair - that position must be appointed by unanimous vote;
 - b Each Shareholder Council will appoint a Representative and an Alternate to the Partners Committee; and
 - c Each mana whenua partner will nominate the persons to be appointed as their Representative and Alternate. These appointments will be confirmed by the Shareholder Councils, either directly or through delegation to their Representative.
25. The Partners Committee is also the body that Tiaki Wai's Board consults to meet any shareholder consultation obligations. The Terms of Reference for the Partners Committee are stated in Schedule 3 to the draft Partners Agreement.
26. Proposed changes in the draft Partners Agreement from the principles and terms that Council endorsed at its 21 August 2025 meeting (Local Water Done Well – Approval of the Water Services Delivery Plan - Report 25.372) include:
- a Removing reference to the Establishment Costs as these will be dealt with in the Transfer Principles document;
 - b Amending section 2.6(b) - Payment of Shares - to require Shareholder Councils to work with Tiaki Wai to develop, finalise, and implement an appropriate capital contribution, should Tiaki Wai require initial working

² Under Clause 30 of Schedule 7 to the Local Government Act 2002.

capital on Day One. This requirement was not made explicit in the principles and terms and is discussed in more detail in paragraph 37 of this report;

- c Amending section 5.3(d) - Voting and Shareholder Reserved Matters and Partner Reserved Matters - to require both 66.6 percent or more of votes cast and a majority of Partner Committee Representatives to pass a special partner resolution – the terms sheet suggested this decision be unanimous (100 percent);
- d Add wording to section 6.3 - Special Provision for Mana Whenua Appointments and Replacements - to clarify that Shareholder Councils may delegate to their Representative the power to confirm or replace the mana whenua Partners' Representatives to the Partners Committee. Without this delegation, related decisions are needed by each Shareholder Council;
- e Providing for (but not mandating) in section 6.4 – Independent Chairperson – for an independent Chair to the Partners Committee, who is appointed unanimously by the other members. The independent Chair does not have any voting rights;
- f Adding a new section 7 on Transfer Agreements that was not contemplated in the terms sheet. This section includes practical steps and the requirement to ensure Shareholder Representatives and Tiaki Wai work together in good faith on a template Transfer Agreement, agreed transfer principles, and the calculation of net assets;
- g Amending section 8 - Loans and guarantees by Shareholders - to be less specific about the terms of the New Zealand Local Government Funding Agency (LGFA) guarantee in the Partners Agreement, as the related financing and guarantee arrangements have not yet been finalised. Once these arrangements are finalised, Council will have a separate opportunity to review and approve the guarantee. This approach allows the Partners Agreement to be finalised to the required timeframe, while the financing workstream arrangements (including the guarantee) continue to be developed;
- h Also in section 8, the guarantee review mechanism is tweaked to provide that the review of the fixed guarantee allocations of each Shareholder will be timed to coincide with that council's receipt of each draft Water Services Strategy (rather than every two years as previously contemplated);
- i Amending section 18.11 - Mandatory review of the Partners Agreement - to extend the mandatory review period from to five years from Day One (previously four years); and
- j Amending section 8 of the Partners Committee's Terms of Reference (Schedule 3), which describes the decision-making arrangements. This section now states that:
 - i The Partners Committee will strive to make all decisions by consensus, and

- ii Should a consensus not be reached and a vote required, votes are allocated as follows - Wellington City Council Representative - three votes; Hutt City Council Representative - two votes; and each of the other Partners' Representatives - one vote.

The endorsed terms had noted that this matter was a work in progress.

- 27. Officers recommend that Council approves the draft Partners Agreement and authorises the Council Chair to:
 - a Jointly with the other Shareholder Councils, make any minor amendments and
 - b Execute the document,on Council's behalf.
- 28. In addition, we recommend that Council establishes the Partners Committee as a joint committee of the Shareholder Councils and adopts the related Terms of Reference.
- 29. It is also proposed that Council:
 - a Appoints Councillor Connelly as Representative and Councillor Woolf as Alternate on the Partners Committee; and
 - b Delegates to the Representative the power to confirm the Representatives and Alternates, and any replacements, nominated by the Mana Whenua Partners to the Partners Committee. Without this delegation, such appointments will need to be agreed by Council.

Statement of Expectations

- 30. In accordance with the delegation to the Chief Executive (paragraph 14):
 - a Councillor Connelly was forwarded a copy of the draft interim SOE on 28 October 2025 for her comment. She requested that specific mention be made of the Whaitua Implementation Programmes for Te Awarua o Porirua and Te Whanganui a Tara. This addition has been integrated into the final draft of the SOE ([Attachment 3](#)); and
 - b The Programme Team wrote to the mana whenua partners explaining the proposed process for delegated approval of the draft interim SOE, and then to seek related feedback (3 November 2025). Both mana whenua partners confirmed their comfort with the content and the development process, and their agreement to proceed.
- 31. A revised version of the draft interim SOE was approved jointly by the Shareholder Councils' chief executives under delegated authority from those councils. In accordance with Council's delegation, officers recommend that Council ratifies the Chief Executive's decision as part of this process.
- 32. Since then, the MetroWater Establishment Board and Shareholder Councils have provided their comments, and a further revised draft SOE (Attachment 3) is attached for Council's information. The revised draft SOE will be provided to the

Partners Committee to finalise and issue to the Tiaki Wai Board before 31 December 2025.

33. Key aspects of the further revised draft SOE are:
- a Restructuring the document into four areas:
 - i Governance, Accountability and Reporting
 - ii Establishment expectations (to 30/6/25),
 - iii Transitional expectations (1/7/26-30/6/30)
 - iv Enduring Expectations.
 - b Incorporating a strategic goal and key outcomes section
 - c Incorporating statements acknowledging Tiaki Wai and Councils need to work together to ensure reliable services for customers, with Tiaki Wai relying on council systems, processes and information during the establishment phase
 - d Improving the wording to clarify some of the expectations e.g. S8.6(e) re restricting water supply at times to manage supply and demand.
 - e Basing it on the development principles endorsed by Council (Local Water Done Well – Approval of the Water Services Delivery Plan - Report 25.272);
 - f Emphasising the need for continuity of service during the Transitional stage;
 - g Including the requirement for Tiaki Wai to develop a Customer Charter; and
 - h Adding dedicated sections on:
 - i Stormwater Management,
 - ii Upholding Treaty of Waitangi principles, settlement obligations, and te mana o te wai,
 - iii Environmental stewardship,
 - iv Safe, reliable, and resilient water services,
 - v Emergency preparedness and continuity of service,
 - vi Affordability, equity, and value for money, and
 - vii Aligned strategic growth planning.

Other Shareholder Councils' approval

34. Progress with the other Shareholder Councils' approval of the Enduring Constitution and Partners Agreement is:
- a Hutt City Council - approved on 20 November 2025;
 - b Wellington City Council – considering on 8 December 2025;
 - c Upper Hutt City Council – considering on 10 December 2025; and
 - d Porirua City Council – considering on 11 December 2025.

35. The approval process is therefore on track to enable the Partners Committee to meet on 18 December 2025 to finalise the SOE and issue this to the Tiaki Wai Board before 31 December 2025.

Ngā hua ahumoni
Financial implications

36. The Partners Agreement sets out the shareholding allocation arrangements:
- a From incorporation of Tiaki Wai (29 October 2025) until 30 June 2026 each Shareholder Council is allocated an equal shareholding of 20 percent (clause 2.1 of Schedule 1);
 - b On Day One (1 July 2026), each Shareholder Council will receive a quantity of shares to reflect the proportion that the total amount of that Shareholder's Estimated Net Assets represents of the aggregate amount of Estimated Net Assets of all Shareholders; and
 - c Following Day One, each Shareholder Council will calculate its actual net assets to determine a final Actual Net Assets for Tiaki Wai and the respective proportion for each Shareholder. An additional number of shares will be allocated in a "washup" exercise to reflect the actual proportions held by each Shareholder.
37. Greater Wellington will make no further payment for shares separate from and in addition to the transfer of the water services assets and debt.
38. Where Tiaki Wai requires initial working capital on Day One to operate and is unable to access debt or credit line funding, the Shareholder Councils will be required to work with Tiaki Wai to develop, finalise, and implement an appropriate capital contribution. The Establishment Team's finance specialists are working with the LGFA to ensure funding arrangements are in place by 1 July 2026 to mitigate any such requirement.
39. Section 8 of the Partners Agreement (Attachment 2) requires Shareholder Councils to take necessary steps to provide any guarantees required to enable Tiaki Wai to access funding through the LGFA. As noted above, council officers and the Establishment Team are still working through the details of the proportionate allocation guarantee with the LGFA. Officers' preferred approach is an allocation based on debt transfer to Tiaki Wai.
40. There are other mechanisms available to use before providing a council guarantee. These mechanisms include:
- a In the event of a breach of borrowing covenants, the LGFA would be expected to work with Tiaki Wai to enable the default to be remedied over time;
 - b The Crown also has statutory intervention rights if there is a significant problem, such as the ability to appoint a facilitator or commissioners to Tiaki Wai. This approach could be taken with a view to addressing any problem before a council guarantee is called; and

- c Tiaki Wai will grant its own security over water charges to secure its LGFA debt. This means that, in the event of a default and a remedial plan is not successful, the LGFA would have the right to appoint a receiver to Tiaki Wai to collect the debt directly from it.
41. Following the transfer of assets, consents, contracts and other matters to Tiaki Wai, Greater Wellington will no longer be responsible for delivery of bulk water to the four cities. As a result, there will be no further revenue collected through the bulk water levy from 1 July 2026. Future activities related to three waters services, including monitoring and oversight of Tiaki Wai through the Partners Committee, will need to be funded from rates or other sources such as Reserves.

Ngā Take e hāngai ana te iwi Māori Implications for Māori

42. Greater Wellington’s six mana whenua partners were represented on the AOG after its inception in May 2024. Following the departure of Kāpiti Coast District Council and the three Wairarapa councils from the AOG in November 2024, four of our six mana whenua partners also decided to leave. Taranaki Whānui ki te Upoko Te Ika and Ngāti Toa Rangatira continued as active mana whenua members until the AOG ceased at the end of the 2022—25 triennium.
43. The Partners Agreement upholds Te Tiriti o Waitangi as it appoints these two mana whenua Partners as Representatives on the Partners Committee. Through this mechanism, mana whenua may exercise rangatiratanga. This is especially important given the core role of Tiaki Wai in managing all aspects of collection, treatment, distribution and disposal of drinking, wastewater, and stormwater (the latter in partnership with councils).
44. Through the Partners Committee, these two mana whenua Partners will continue to be involved with determining the Board skills matrix, appointing directors to the Tiaki Wai Board, and developing and issuing the SOE. They will also be able to comment on Tiaki Wai’s Water Service Strategy and undertake all other duties and responsibilities laid out in the Partners Agreement.

Te huritao ki te huringa o te āhuarangi Consideration of climate change

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

Ngā tikanga whakatau Decision-making process

46. The matters requiring decision in this report were considered by officers against the decision-making requirements of Part 6 of the Local Government Act 2002 and the Local Government (Water Services) Act 2025.

**Te hiranga
Significance**

- 47. Officers considered the significance (as defined by Part 6 of the Local Government Act 2002) of these decisions, taking into account Council's *Significance and Engagement Policy* and Greater Wellington's *Decision-making Guidelines*.
- 48. Officers recommend that these matters are of low significance as they are administrative in nature and reflect Council's fulfilment of the legislative process and related obligations under the 2025 Act.

**Te whakatūtakitaki
Engagement**

- 49. Due to the low significance of the matters for decision and the nature of the legislative process, there was no further public consultation on the proposed decisions. There was ongoing engagement with Partners, the Establishment Team, and officers of the Shareholder Councils. The proposed decisions are consistent with those made, or being made, by the other four Shareholder Councils.

**Ngā tūāoma e whai ake nei
Next steps**

- 50. Following the Partners' approval of the Enduring Constitution and Partners Agreement, the first meeting of the Partners Committee will be publicly notified and held on 18 December 2025. The primary purpose of this meeting is to approve and issue the SOE to the Tiaki Wai Board to meet the 2025 Act's requirements.

**Ngā āpitihanga
Attachments**

Number	Title
1	Final draft Enduring Constitution for Tiaki Wai MetroWater Limited (11 November 2025)
2	Draft Tiaki Wai MetroWater Limited Partners Agreement (21 October 2025)
3	Further Revised Draft Statement of Expectations for Tiaki Wai MetroWater Limited
4	Tiaki Wai MetroWater Limited governance arrangements from 1 July 2026

Ngā kaiwaitohu

Signatories

Writers	Amanda Cox – Kaiwhakahaere Matua Programme Director GW Local Water Done Well Will Ogier - Kaitohutohu Matua Principal Advisor Democratic Services
Approver	Julie Knauf – Kaiwhakahaere Matua Ratonga Rangapū Group Manager Corporate Services

He whakarāpopoto i ngā huritaonga Summary of considerations
<p><i>Fit with Council's roles or with Committee's terms of reference</i></p> <p>Under the Local Government (Water Services) Act 2025, as a supplier of bulk water Council has chosen to transfer responsibility to a water organisation (Tiaki Wai MetroWater Ltd). These decisions enable that transfer to occur and the new organisation to deliver upon its responsibilities.</p> <p>Council can establish a joint committee and delegate its related powers, functions, and duties under clauses 30(1)(b) and 32 of Schedule 7 to the Local Government Act 2002.</p>
<p><i>Contribution to Annual Plan / Long Term Plan / Other key strategies and policies</i></p> <p>These decisions enable Council to participate in establishing Tiaki Wai and the related governance arrangements within the target timeframes.</p>
<p><i>Internal consultation</i></p> <p>Consultation took place with Democratic Services, Finance & Risk, Legal & Procurement, and Te Hunga Whiriwhiri.</p>
<p><i>Risks and impacts - legal / health and safety etc.</i></p> <p>There are no known risks arising from the matters for decision.</p>

Constitution of Tiaki Wai MetroWater Limited

Constitution of Tiaki Wai MetroWater Limited

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1. Defined terms and interpretation

1.1 Defined terms

In this Constitution, unless the context otherwise requires:

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

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

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

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

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

Chair means the chair of the Board appointed in accordance with clause [12.9](#).

Companies Act means the *Companies Act 1993*.

Company means Tiaki Wai MetroWater Limited.

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

Customer Charter means the customer charter referred to in clause [3\(e\)](#).

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

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

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

LGA02 means the *Local Government Act 2002*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 **Interpretation**

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

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

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

1.3 Conflict of terms

If there is any conflict:

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

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

2. Capacity and objectives

2.1 Water Organisation

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

2.2 Capacity

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

3. Water Organisation requirements

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

4. Shares

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

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

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

5. Calls on shares

5.1 Board may make calls

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

5.2 Interest and expenses

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

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

provided that the Board may waive payment of all or part of that interest or those expenses.

6. Lien over shares

6.1 Existence and subject matter of lien

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

6.2 First lien

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

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

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

7. Transfer of shares

7.1 Right to transfer

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

7.2 Prior approval required

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

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

7.3 No delay

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

7.4 Permitted transfers

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

7.5 Board may refuse to register

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

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

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

8. Distributions

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

9. Company acquiring its own shares

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

10. Shareholder meetings

10.1 Annual meeting

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

10.2 Special meetings

A special Shareholders' meeting:

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

10.3 Proceedings at Shareholders' meetings

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

11. Reporting requirements

11.1 Reporting

Subject to clause [11.2](#):

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

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- (a) the Statement of Expectations;
- (b) the Companies Act; and
- (c) section 246 of the LG(WS) Act.

11.2 Information to be withheld

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

12. Directors

12.1 Initial Directors

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

12.2 Independent Directors

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

12.3 Number of Directors

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

12.4 Appointment and removal of Directors

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

12.5 Appointment and removal recommendations by Board

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

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12.6 Skills of Directors

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

12.7 Term of appointment

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

12.8 Vacation of office

A Director vacates office if that Director:

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

12.9 Appointment of Chair

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

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12.10 Powers of the Board

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

12.11 Prohibited matters

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

- (a) incur indebtedness to any person other than the New Zealand Local Government Funding Agency Limited or a New Zealand registered banking institution; or
 - (b) grant a security interest over any of the assets of the Company,
- except to the extent permitted by the LG(WS) Act and the Partners Agreement.

12.12 Shareholder Reserved Matters and Partner Reserved Matters

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

12.13 Solvency test

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

12.14 Proceedings of the Board

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

12.15 Directors' duties

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

12.16 Directors to act in good faith

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

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12.17 Indemnity and insurance of Directors and employees

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

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

For the purposes of this clause [12.17](#) “director” includes any former director, “employee” includes any former employee and “Company” includes any related company.

12.18 Disqualification of Directors

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

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

12.19 Remuneration of Directors

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

12.20 Other offices with company held by Director

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

12.21 Alternate Directors

- (a) Each Director will have the power from time to time by written notice to the Company to appoint any person who is already a Director to act as an alternate Director in his or her place. An alternate Director cannot be appointed for more than one Director at any given time. The following provisions will apply to an alternate Director:
 - (i) the alternate Director will not be entitled to any remuneration in his or her capacity as alternate Director in addition to that of the Director in whose place he or she acts, but will have the same rights as a Director to be reimbursed under clause [12.19\(c\)](#);
 - (ii) unless otherwise provided by the terms of the appointment, the alternate Director:

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- (aa) has the same rights, powers and privileges (including the power to sign resolutions of Directors and the power to sign documents on behalf of the Company, but excluding the power to appoint an alternate Director under this clause [12.21](#)); and
 - (bb) must discharge all of the duties and obligations of the Director in whose place he or she acts.
- (b) An alternate Director will cease to be an alternate Director:
 - (i) if the Director who appointed the alternate Director ceases to be a Director, or revokes the appointment of the alternate;
 - (ii) on the occurrence of any event relating to the alternate Director which, if the alternate Director were a Director, would disqualify the alternate Director from being a Director; or
 - (iii) if a majority of the other Directors resolve to revoke the alternate Director's appointment.

13. Interests of directors

13.1 Disclosure of interests

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

13.2 Interested Directors

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

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

13.3 Interested Directors may act

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

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

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

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

13.4 Interests register review

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

13.5 No prohibition re quorum

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

14. Notices

14.1 Service

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

14.2 Time of service

Notices are deemed served at the following times:

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

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

15. Liquidation

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

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

16. Methods of contracting

16.1 Deeds

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

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

16.2 Written obligations

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

16.3 Other obligations

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

Schedule 1 - Rules for Shareholder Meetings

1. Chair

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

2. Notice of meetings

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

3. Methods of holding meetings

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

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

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

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4. Quorum

- (a) No business may be transacted at a Shareholder meeting if a quorum is not present.
- (b) A quorum for a Shareholder meeting is present if Shareholders holding a majority of the Shares or their proxies:
 - (i) are present; or
 - (ii) have completed postal votes (where permitted).
- (c) If a quorum is not present within the 30 minutes after the start time for the meeting:
 - (i) if the meeting is called under section 121(b) of the Companies Act, the meeting is dissolved;
 - (ii) for any other meeting, the meeting is adjourned to:
 - (aa) the same day in the following week at the same time and place, or
 - (bb) to another date, time and place to be fixed by the Directors.

5. Adjournments

The chair:

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

6. Voting

- (a) If a Shareholder meeting is held under clause [3\(a\)](#) above, unless a poll is demanded, voting at the meeting will be by:
 - (i) voting by voice; or
 - (ii) voting by show of hands,and the chair of the meeting will decide which method is used.
- (b) If a Shareholder meeting is held under clause 3(b) or [3\(c\)](#) above, unless a poll is demanded, voting at the meeting shall be by any method permitted by the chair of the meeting.
- (c) A declaration by the chair of the meeting that a resolution is carried by the necessary majority is conclusive evidence of that fact unless a poll is demanded.
- (d) Subject to the Partners Agreement and to any rights or restrictions attached to any Share:
 - (i) where voting is by voice or a show of hands, every Shareholder present in person or by proxy or representative has one vote;
 - (ii) on a poll every Shareholder present in person or by proxy or representative has one vote in respect of every Share held by that Shareholder which entitles a Shareholder to vote; and

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(iii) in the case of an equality of votes, the chair of the meeting does not have a casting vote.

7. Proxies and postal votes

- (a) Each Shareholder has the right to appoint a representative as its proxy to attend and vote at Shareholder meetings on its behalf, and each Shareholder Representative of a Shareholder, and the Alternate of such Shareholder, is deemed to be appointed as a representative under this clause. Any such representative so appointed is entitled to attend and be heard at Shareholder meetings and to demand or join in demanding a poll, as if that representative was the relevant Shareholder.
- (b) A Shareholder may not cast a postal vote at a Shareholders' meeting unless the Board has previously authorised postal votes for that meeting in which case:
 - (i) the notice of that meeting must state whether postal votes are authorised; and
 - (ii) postal voting must be carried out in accordance with paragraph 7 of the First Schedule to the Companies Act.

8. Minutes

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

9. Shareholder proposals

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

10. Other proceedings

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

Schedule 2 - Rules for Board Proceedings

1. Notice of meeting

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

2. Method of holding meetings

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

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

3. Chairperson

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

4. Quorum

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

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

5. Voting

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

6. Minutes

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

7. Resolutions

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

8. Other proceedings

Except as provided in this [Schedule 2](#) and this Constitution, the Board may regulate its own procedure.

Partners Agreement

in relation to Tiaki Wai MetroWater Limited

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

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

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

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

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

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

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

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

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Details

Date [Date]

Parties

Name **Greater Wellington Regional Council**

Short form name **GWRC**

Notice details Attention: [insert]

Email: [insert]

Address: 100 Cuba Street, Te Aro 6011

Name **Hutt City Council**

Short form name **HCC**

Notice details Attention: [insert]

Email: [insert]

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

Name **Porirua City Council**

Short form name **PCC**

Notice details Attention: [insert]

Email: [insert]

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

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

Short form name **Taranaki Whānui**

Notice details Attention: [insert]

Email: [insert]

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

Name **Te Rūnanga O Toa Rangatira**

Short form name **Ngāti Toa**

Notice details Attention: [insert]

Email: [insert]

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

Name **Upper Hutt City Council**

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- D The Company is party to this document to record certain obligations owed to it by, and owed by it to, the Partners.

Agreed terms

1. Definitions and interpretation

1.1 Definitions

In this document the following definitions apply:

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

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

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

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

Board means the board of Directors of the Company.

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

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

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

Companies Act means the *Companies Act 1993*.

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

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

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

Day Zero has the meaning given to it in Background [A](#).

Director means a director of the Company.

Estimated Net Assets means, in relation to each Shareholder, their estimate of Net Assets provided under clause [7.4](#).

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

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

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

Financial Year means:

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

Independent Chairperson means an independent chairperson of the Partners Committee appointed under clause 6.4[\(a\)](#).

LGA means the *Local Government Act 2002*.

LGFA means the New Zealand Local Government Funding Agency.

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

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

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

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

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

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

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Partners mean each Shareholder and each of the Mana Whenua Partners

Partners Committee means the joint committee formed by the Partners pursuant to clause [6.1](#).

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

Partner Reserved Matters means matters of the nature listed in Part 2 of [Schedule 2](#).

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

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

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

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

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

Shareholder Representative means the Partners Committee Representative of a Shareholder;

Shareholder Reserved Matters means the matters of the nature listed in Part 1 of [Schedule 2](#).

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

Special Partner Resolution has the meaning set out in clause [5.3\(d\)](#).

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

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

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

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

- (a) the principles and methodology for the identification of the Water Services related assets, liabilities and debt of each Shareholder to be transferred to the Company under each Transfer Agreement;

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

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

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

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

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

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

1.2 Interpretation

In this document, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and *vice versa*, and a gender includes other genders;
- (c) another grammatical form of a defined word or expression has a corresponding meaning;
- (d) words in this document have the same meaning as in the Companies Act unless inconsistent with the context;
- (e) a reference to a party, person or entity includes:
 - (i) an individual, firm, company, trust, partnership, joint venture, association, corporation, body corporate, estate, state, government or any agency thereof, municipal or local authority and any other entity, whether incorporated or not (in each case whether or not having a separate legal personality); and
 - (ii) an employee, agent, successor, permitted assign, executor, administrator and other representative of such party, person, entity;
- (f) a reference to dollars or \$ is to New Zealand currency and excludes every tax and duty;
- (g) a reference to a to a clause, schedule, appendix or attachment is to a clause, schedule, appendix or attachment of this document;
- (h) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (i) references to the word “include” or “including” are to be construed without limitation;
- (j) references to any form of law is to New Zealand law, including as amended or re-enacted;

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- (k) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (l) “written” and “in writing” include any means of reproducing words, figures or symbols in a tangible and visible form;
- (m) any obligation falling due for performance on or by a day other than a Business Day will be performed on or by the Business Day immediately following that day; and
- (n) an obligation not to do something includes an obligation not to allow or cause that thing to be done.

1.3 Subsidiaries of the Company

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

2. Establishment of Company

2.1 Shares on incorporation

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

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

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

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

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

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

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

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

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

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

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

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Shareholder	Sum of Actual Net Assets and Establishment Costs	New Shares	Total shares	Total Interest
Greater Wellington Regional Council	\$455,000,000	580	650	6.5%
Totals	\$7,000,000,000	9,000	10,000	100%

2.3 Shareholder consent

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

2.4 No further consent required

Each Shareholder expressly confirms that:

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

2.5 Subsequent Share issues

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

2.6 Payment for Shares

- (a) Unless otherwise agreed in a Transfer Agreement, a Shareholder's obligation to pay its Share Subscription Price for Shares issued under clause [2.2\(a\)](#) will be satisfied by the Shareholder transferring the water services assets, liabilities and other matters as specified in, and otherwise in accordance with, that Shareholder's Transfer Agreement.

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- (b) The Shareholders acknowledge that the Company may require further capital on Day One to provide an appropriate level of initial working capital. This will depend upon the Company's ability to secure funding from LGFA, among other matters. If further capital is, in the reasonable opinion of the Board, required, then the Shareholders shall co-operate with each other and the Company to develop, finalise and implement an appropriate capital contribution on Day One, on agreed terms.

2.7 Name and registered office

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

3. Purpose of Company

3.1 Purpose

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

3.2 Initial business set up

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

3.3 Price harmonisation

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

4. Board and Directors

4.1 Board

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

4.2 Existing Directors

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

4.3 Performance evaluation

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

5. Shareholders' and Partners' obligations

5.1 Annual Meeting of Partners

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

5.2 Special meeting of Partners

A special meeting of Partners:

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

5.3 Voting and Shareholder Reserved Matters and Partner Reserved Matters

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

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5.4 Comply with Constitution

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

5.5 Compliance with laws

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

5.6 Spirit of collaborative working

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

5.7 No surprises

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

6. Partners Committee

6.1 Establishment and Terms of Reference

- (a) Promptly after the date of this document, the Partners will establish, maintain and operate a Partners Committee in accordance with the Terms of Reference to provide overarching governance of the Company, including:
 - (i) in relation to the appointment of Directors to the Board;
 - (ii) to assist the Partners to fulfil their obligations under this document;
 - (iii) to provide a direct relationship between the Partners and the Board; and
 - (iv) where the Company has any obligation to consult with the Shareholders under the LG(W.S) Act or other applicable law, to allow the Company to meet that obligation by consulting with the Partners Committee.
- (b) The Partners Committee will be established as a joint committee under clause 30(1)(b) of Schedule 7 to LGA.
- (c) Each Partner:
 - (i) hereby confirms the Terms of Reference for the Partners Committee are on the terms set out in [Schedule 3](#) to this document;
 - (ii) in the case of a Shareholder Partner, will appoint a Partners Committee Representative and an Alternate in accordance with clause [6.2](#);
 - (iii) in the case of a Mana Whenua Partner, will nominate a Partners Committee Representative and an Alternate for appointment, in accordance with clause [6.3](#);

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- (iv) will delegate to the Partners Committee the responsibilities and powers necessary to participate in and carry out the Partners Committee governance oversight responsibilities, including those responsibilities and powers set out in [Schedule 3](#); and
- (v) without limiting paragraph (iv), will delegate to the Partners Committee all responsibilities and powers in relation to agreeing:
 - (aa) when Shareholder meetings, or resolutions in lieu of Shareholder meetings, are required (without prejudice to Shareholder and Board rights to call meetings under the Constitution or the Companies Act); and
 - (bb) the appointment, removal and remuneration of Directors.

6.2 Appointing and Replacing Partners Committee Representatives of Shareholders

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

6.3 Special Provision for Mana Whenua Appointments and Replacements:

To comply with the provisions of LGA relating to joint committees, each of the Mana Whenua Partners:

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

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

6.4 Independent Chairperson

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

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- (f) An Independent Chairperson may resign at any time by notice to the Partners Committee.
- (g) An Independent Chairperson shall hold office until they:
 - (i) cease to be independent as provided in clause 6.4(b);
 - (ii) are removed from office under clause 6.4(e);
 - (iii) resign in accordance with clause 6.4(f); or
 - (iv) become a person disqualified from holding office as a director of a company under section 151 of the Companies Act.

6.5 General Authority of Partners Committee Representatives

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

6.6 Attendance of Partners Committee Representatives at meetings

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

6.7 Failure to attend

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

7. Transfer Agreements

7.1 Agreed Templates and Methodologies:

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

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

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

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7.2 Application of Templates and Methodologies:

Each Shareholder shall use the template Transfer Agreement agreed pursuant to clause [7.1](#) to prepare its Transfer Agreement, and shall apply the Transfer Principles in identifying assets, liabilities and debt to be included in its Transfer Agreement, making only such changes to the template Transfer Agreement or departures from the Transfer Principles as are necessary or desirable to reflect special or unusual cases and circumstances.

7.3 Sharing of Transfer Agreements:

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

7.4 Sharing of Estimated Net Assets:

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

7.5 Actual Net Assets:

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

7.6 Issues Relating to Transfer Agreement:

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

8. Loans and guarantees by Shareholders

- (a) Subject to clauses [8\(b\)](#) and [8\(c\)](#), no Shareholder will be required to make any loans to the Company, or guarantee the obligations of the Company to any creditor or other party, except with the express prior agreement of the relevant Shareholder.
- (b) The Shareholders agree that, at the required or desirable time before Day One, each Shareholder will take all reasonable steps necessary to support the Company to access debt financing from LGFA, including through the provision of a several guarantee from each Shareholder on terms acceptable to each of the Shareholders, the Company and LGFA..
- (c) The Shareholders also acknowledge that the Company may wish to seek financial accommodation from parties other than LGFA, including registered banks in New Zealand. The Shareholders each agree to act reasonably in considering any request by the Company for a guarantee that may be required in order to access such financial accommodation.
- (d) The Shareholders agree that the proportionate basis of any guarantee that may be granted by the Shareholders under clauses [8\(b\)](#) or [8\(c\)](#) shall be reviewed:
 - (i) promptly following the time that the Shareholders receive each draft Water Services Strategy in accordance with the LG(W.S) Act; and

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(ii) at any other date as may be requested by at least two (2) Shareholders, in writing, to determine if the basis of apportioning liability under the relevant guarantee remains a fair and equitable basis of apportionment at the relevant time, having regard to all relevant factors at that time.

- (e) If the Shareholders agree that the proportionate basis of any applicable guarantee should be changed in a particular manner, then the Shareholders and the Company shall negotiate in good faith with the relevant beneficiary to seek to agree the change.

9. Statement of Expectations

9.1 Preparation

- (a) The Partners will be responsible for jointly preparing and finalising the Statement of Expectations in accordance with the LG(WS) Act, within the time periods required by the LG(WS) Act. The Partners will delegate this responsibility to the Partners Committee in accordance with clause [6.1](#).
- (b) Unless the Partners otherwise agree, or an alternative process is provided for in the LG(WS) Act (in which case that alternative process will be followed), the Partners Committee will meet at least 10 months before the date on which the Company is required to prepare a Water Services Strategy under the LG(WS) Act, to agree the process for preparing the next Statement of Expectations, which will be consistent with the Constitution and the process requirements set out in the LG(WS) Act, and that process will be published on the website of one or more of the Shareholders in accordance with the LG(WS) Act.
- (c) Clause [9.1\(b\)](#) shall not apply to the first Statement of Expectations, which shall be finalised by the Partners Committee and delivered to the Company prior to 31 December 2025.
- (d) In addition to the requirements specified in the LG(WS) Act, the Statement of Expectations will also include the matters set out in [Schedule 1](#).
- (e) No later than the period set out in [Schedule 1](#) before the publication date, or an alternative date agreed by the Partners, the Statement of Expectations approved by the Partners Committee will be circulated to the Chairperson of the Board, the Chief Executive of the Company and the Partners Committee.

9.2 Compliance

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

10. Shares

10.1 No sale

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

10.2 No Security Interest

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

10.3 Share issue

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

10.4 Additional Shareholders

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

11. Shareholder Exit and amalgamation**11.1 Exiting shareholders**

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

11.2 Amalgamation of Shareholders

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

11.3 Consequences of Shareholder Exit or amalgamation

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

- (a) the continuing Partners (including any amalgamating Partners) (**Continuing Partners**) will meet and discuss the effect of the Shareholder Exit or Amalgamation Event on the shareholding structure of the Company and will exercise their voting rights to ensure that the structure (including the relative shareholding percentages of the remaining shareholders) remains fit for purpose having regard to the purposes for which the Company was established as set out in clause [2](#) (and having regard to clause [\(c\)](#) below); and
- (b) if requested by a continuing Shareholder or by **[three]** Continuing Partners, the Continuing Partners will meet and discuss the effect of the Shareholder Exit or Amalgamation Event on the arrangements contemplated under this document more widely in accordance with the following principles:
 - (i) each Continuing Partner acknowledges their ongoing commitment to the principle of co-operation and collaborative working as set out in clause [5.6](#);
 - (ii) the arrangements in respect of the governance of the Company must continue to be fit for the purpose of the Company as a water organisation and the respective community and economic interests of the Continuing Partners; and
 - (iii) if **[two or more]** Shareholder Exits are expected to occur, **[two or more]** Shareholders are expected to amalgamate, or clause [\(c\)](#) below applies, for a period of **[six]** months from the date the initial request was given under paragraph (b) above (or such longer period as the Partners agree in writing) the Continuing Partners will negotiate in good faith to reach agreement on appropriate changes to the arrangements contemplated under this

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document to ensure they remain fair and fit for purpose, including in relation to the arrangements applying to the Partners Committee. If agreement cannot be reached, then any Continuing Partner may by notice refer the matters remaining to be agreed to resolution under clause [14](#).

- (c) If a Shareholder Exit or Amalgamation event may cause the Company to become a subsidiary (as defined in the Companies Act) of any Shareholder, then the Shareholder Exit or Amalgamation shall not be permitted to take effect without the consent of that Shareholder, and, at the request of that Shareholder, the Continuing Partners and the Company shall negotiate in good faith to determine appropriate Shareholding adjustments and, if necessary or desirable, amendments to this document, to ensure that the Company does not become such a subsidiary and make appropriate consequential adjustments.
- (d) A Shareholder will cease to be a party to this document when they no longer hold any Shares, and clause [12.2](#) shall apply accordingly.

12. Term and termination

12.1 Term

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

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

12.2 Consequences of termination

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

12.3 Survival

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

13. Suspension of rights

13.1 Consequences

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

- (a) all rights of the Defaulting Shareholder under this document (including the right to vote on a Shareholder Reserved Matter) and all rights attaching to the Defaulting Shareholder's Shares (the **Default Shares**) (including voting) are suspended and the Default Shares are not to be counted for the purpose of determining a quorum for a Shareholders' meeting;

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- (b) all voting rights of the Shareholder's Partner Committee Representative/Shareholders Representative and Alternate are suspended; and
- (c) all appointment rights of the Defaulting Shareholder in relation to the Partners Committee are suspended.

13.2 Non-Defaulting Shareholder

For the purposes of clause [13.1](#):

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

13.3 Default interest

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

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

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

13.4 Other remedies

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

14. Dispute resolution

14.1 Notice in writing

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

14.2 Negotiation

- (a) On receipt of a notice delivered in accordance with clause [14.1](#) and before any party may refer a dispute to mediation, the Partners Committee Representatives must, in good faith and acting reasonably, do their best to resolve the dispute quickly and efficiently through negotiation.
- (b) If any Partners Committee Representative considers that the dispute is not being resolved in a timely manner, that Representative may serve written notice on the other parties' Partners Committee Representatives to escalate the dispute to the Chief Executives or equivalent (where a Partners Committee Representative is not the Chief Executive or equivalent) of the applicable Partners for resolution.

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- (c) If the dispute has not been resolved within 20 Business Days (or within any other period as agreed by the parties) of the date of the notice referred to in clause [14.2](#), any party may submit the dispute to mediation.

14.3 Mediation

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

14.4 Arbitration

- (a) If the dispute has not been resolved within 40 Business Days (or within any other period as agreed by the parties) of the dispute being referred to mediation, any party (the **Initiating Party**) may refer that dispute to binding arbitration by issuing a written notice (an **Arbitration Notice**) to the other party or parties (together with the Initiating Party, the **Disputing Parties**) for final resolution in accordance with the provisions of this clause [14.4](#) and in accordance with the provisions of the Rules of Arbitration of the New Zealand Dispute Resolution Centre, as amended or modified from time to time (the **NZDRC Rules**).
- (b) The arbitral panel will consist of one arbitrator. The arbitrator will be appointed by the agreement of the Disputing Parties or, failing agreement within 10 Business Days of the date of the Arbitration Notice, in accordance with the NZDRC Rules.
- (c) The seat of arbitration will be as set out in [Schedule 1](#) and the arbitration will be conducted in the English language.
- (d) The award of the arbitration will be in writing and must include reasons for the decision.
- (e) The award of the arbitration will be final and binding on the parties. No party may appeal to the High Court under Clause 5 of the Second Schedule of the *Arbitration Act 1996* on any question of law arising out of an award.
- (f) The award will allocate or apportion the costs of the arbitration as the arbitrator deems fair.
- (g) Neither the existence of any dispute nor the fact that any arbitration is pending hereunder will relieve any of the Parties of their respective obligations under this document.

14.5 Implementation of agreement

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

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14.6 Rights and obligations during a dispute

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

14.7 Interlocutory relief and right to terminate

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

15. Expert resolution process

15.1 Application of Process:

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

15.2 Notice:

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

15.3 Resolution by Agreement:

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

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

15.4 Failure to Reach Agreement:

If the Shareholder Representatives and the Company do not reach a resolution of an issue or dispute pursuant to clause [15.3](#) within [10] Business Days of receipt of the notice under clause [15.2](#), then any Shareholder or the Company may, within [5] Business Days, refer the issue to such firm of chartered accountants or lawyers or other appropriate expert (depending on the nature of the matters in issue) with suitable experience in dealing with such matters as are in dispute:

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

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

15.5 Expert Decision Binding:

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

15.6 Failure to Refer:

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

15.7 Expert Process Provisions:

In resolving an issue or dispute under this clause:

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

16. Confidential information and public announcements

16.1 Confidentiality

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

16.2 Further permitted use and disclosure

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

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

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

16.3 Public announcements and media releases

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

17. Notices

17.1 Giving notices

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

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

17.2 Change of details

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

17.3 Time notice is given

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

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

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

18. General

18.1 No partnership, joint venture

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

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18.2 No privity

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

18.3 Counterparts

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

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

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

18.4 Entire agreement

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

18.5 Severance

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

18.6 Further assurance

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

18.7 Variation

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

18.8 Assignments and transfer

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

18.9 Costs

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

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18.10 Inconsistency with legislation or Constitution

If there is any inconsistency between:

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

18.11 Mandatory review of the Partners Agreement

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

18.12 Waiver

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

18.13 Governing law

This document is governed by the laws of New Zealand.

Schedule 1– Agreement details

Item	Detail												
<p>Service Area(s) for provision of "Water Services"</p> <p>(Clause 1.1)</p>	<p>Subject to each Transfer Agreement, the Service Area for the provision of Water Services initially relates to territorial districts of:</p> <p>(a) Hutt City Council;</p> <p>(b) Porirua City Council;</p> <p>(c) Upper Hutt City Council; and</p> <p>(d) Wellington City Council.</p>												
<p>Initial share issue and shareholding</p> <p>(Clause 2.1)</p>	<p>Total Shares issued on incorporation: 5</p> <p>Initial Shareholders:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: #c00000; color: white;">Shareholder</th> <th style="background-color: #c00000; color: white;">Number of Shares</th> </tr> </thead> <tbody> <tr> <td>Greater Wellington Regional Council</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Hutt City Council</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Porirua City Council</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Upper Hutt City Council</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Wellington City Council</td> <td style="text-align: center;">1</td> </tr> </tbody> </table>	Shareholder	Number of Shares	Greater Wellington Regional Council	1	Hutt City Council	1	Porirua City Council	1	Upper Hutt City Council	1	Wellington City Council	1
Shareholder	Number of Shares												
Greater Wellington Regional Council	1												
Hutt City Council	1												
Porirua City Council	1												
Upper Hutt City Council	1												
Wellington City Council	1												
<p>Price payable for each share issued</p> <p>(Clause 2.6)</p>	<p>Means A ÷ B where:</p> <p>A means the Actual Net Assets of a Shareholder; and</p> <p>B means the total number of Shares issued to the Shareholder after any Share issue under clause 2.2.</p>												
<p>Name of Company</p> <p>(Clause 2.7)</p>	Tiaki Wai MetroWater Limited												
<p>Registered office and address for service of Company</p> <p>(Clause 2.7)</p>	Level 3, 79 Boulcott Street, Wellington Central, Wellington 6011												
<p>Initial business set up activities</p> <p>(Clause 3.2)</p>	<p>In addition to the matters expressly covered elsewhere in this document:</p> <p>(a) Interim Financial Support: The Shareholders shall agree and enter into (if not already entered) an agreement under which they shall contribute proportionately to the establishment costs of the Company.</p> <p>(b) Wellington Water Limited Amalgamation:</p> <p>(i) The Shareholders shall reach agreement with South Wairarapa District Council (SWDC) by the end of [March] 2026 for the transfer of its shares in Wellington Water Limited (WWL) to the Shareholders, such transfer to be in proportion to the shareholdings of Shareholders in WWL.</p> <p>(ii) The Company shall agree any interim service arrangements for the SWDC's Service Area, in order for SWDC to be in a position to agree to that transfer.</p>												

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Item	Detail
	<p>(iii) The Company and the Shareholders shall take all steps and enter into all documents required to effect the short form amalgamation of WWL into the Company on Day One.</p> <p>(c) Service Level Agreements: Each Shareholder and the Company shall, prior to Day One, agree and enter into appropriate service level agreements, under which each Shareholder shall provide support services to the Company as required by the Company on an interim basis before its own systems, processes and capabilities are in place.</p> <p>(d) [Other?]</p>
<p>Initial Directors (Clause 4.2)</p>	<p>Will Peet (Director and Chair)</p> <p>Elena Trout</p> <p>Adrian Wimmers</p> <p>Jon Lamonte</p>
<p>Partners Committee membership (Clause 6.2)</p>	<p>Total number of members of the Partners Committee: Seven</p> <p>Initial Partners Committee Representatives:</p> <p>[name] appointed by Greater Wellington Regional Council Alternate: [name]</p> <p>[name] appointed by Hutt City Council Alternate: [name]</p> <p>[name] appointed by Porirua City Council Alternate: [name]</p> <p>[name] appointed by Taranaki Whānui ki Te Upoko o Te Ika Alternate: [name]</p> <p>[name] appointed by Te Rūnanga O Toa Rangatira Alternate: [name]</p> <p>[name] appointed by Upper Hutt City Council Alternate: [name]</p> <p>[name] appointed by Wellington City Council. Alternate: [name]</p> <p>Quorum for meetings of the Partners Committee: [five] members</p>
<p>Consequences of failure to attend Partners Committee meeting (Clause 6.6)</p>	<p>Two</p>
<p>Additional matters that should be specified in the Statement of Expectations (Clause 9.1(d))</p>	<p>Other than for the first Statement of Expectations, the following additional matters must be addressed in the Statement of Expectations (unless otherwise determined by the Partners Committee):</p> <p>(a) relationships with shareholders, shareholders’ communities, Taranaki Whānui ki Te Upoko o Te Ika, Te Rūnanga o Toa Rangatira, and customers;</p>

Item	Detail
	<ul style="list-style-type: none"> (b) performance indicators; (c) strategic priorities for the Water Services Strategy; (d) third party obligations; (e) specific obligations of the Shareholders; (f) requirement to undertake community and/or consumer engagement; (g) collaboration when providing water services; (h) Water Services Strategy to be independently reviewed; and (i) additional plans and/or reports.
<p>Time period before publication to provide the agreed Statement of Expectations to the Chairperson of the Board, the Chief Executive of the Company and the Partners Committee</p> <p>(Clause 9.1(e))</p>	<p>15 Business Days</p>
<p>Principles for share issue, including additional shareholders and exiting shareholders</p> <p>(Clause 10.3)</p>	<p>New Shareholders</p> <p>The principles which govern the process for additional Local Authorities joining after the establishment of the Company (which are intended to be legally binding) include:</p> <ul style="list-style-type: none"> (a) additional Local Authorities may become shareholders in the Company; (b) additional Local Authorities would be issued shares in same manner as founding shareholding councils, i.e., in accordance with substantively the same terms as the Transfer Principles; (c) a “buy in” price will be payable; (d) the “buy in price” will be set on a basis that takes into account a proportionate share of the costs incurred by the founding shareholder Local Authorities to establish the Company; and (e) the basis on which that “buy in” price is set will be determined by the Partners Committee, but generally shall be consistent with the Net Asset Calculation Manual. <p>Exiting Shareholders</p> <p>The principles which govern the process for Shareholders exiting after the establishment of the Company (which are intended to be legally binding) include:</p> <ul style="list-style-type: none"> (a) a Shareholder may exercise its right to exit the Company by giving two years’ notice of its intention to cease to be a shareholder. The terms on which the exit may occur, such as any “buy out” price will be a Partners Reserved Matter; (b) with the exception of Greater Wellington Regional Council, the right to exit may only be exercised after a period of no less than 10 years from Day One. The Greater Wellington Regional Council may exercise the right to exit (on at least two years’ notice, as specified above) after a period of no less than two years from Day One. Greater Wellington Regional Council’s shares would be re-distributed on its exit to the remaining Shareholders in a way that maintains their relative proportional shareholdings and ensures that the Company does not become a subsidiary of any one shareholding council; (c) with the exception of Greater Wellington Regional Council, the exiting Shareholder would be entitled to have the original Water Services assets

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

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Item	Detail	
	Cnr Te Hiko and Ngāti Toa Street Takapūwāhia, Porirua PO Box 2199, Wellington 6140 Email: [Insert details] Attention: [Insert details]	Civic Administration Building, 838 - 842 Fergusson Drive, Upper Hutt Central 5018 Private Bag 907, Upper Hutt 5140 Email: [Insert details] Attention: [Insert details]
	Wellington City Council	Tiaki Wai MetroWater Limited
	113 The Terrace, Wellington Central 6011 PO Box 2199, Wellington 6140 Email: [Insert details] Attention: [Insert details]	[insert physical and postal address details of Company] Email: [Insert details] Attention: [Insert details]
	Partners Committee	
	The Council named above which currently has responsibility for the secretariat of the Partners Committee under Schedule 3 clause 10.	

Schedule 2 – Shareholder Reserved Matters and Partner Reserved Matters

1. Shareholder Reserved Matters

The **Shareholder Reserved Matters** are:

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

2. Partner Reserved Matters

The **Partner Reserved Matters** are:

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

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

Schedule 3 – Partners Committee Terms of Reference

1. Purpose of the Partners Committee

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

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

2. Role and specific responsibilities of the Partners Committee

The Partners Committee's responsibilities are:

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

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- (n) where requested or proposed by the Company, or any Partner, providing co-ordinated feedback, and recommendations as needed, on any matters, including water services assets and infrastructure and water conservation;
- (o) determining when Shareholder meetings, or resolutions in lieu of Shareholder meetings, are required, without prejudice to Shareholder and board rights to call meetings under the Company's constitution;
- (p) providing recommendations to the Partners regarding changes to these terms of reference, the Partners Agreement and the Constitution of the Company; and
- (q) the performance monitoring of the Company, which will include undertaking the statutory mandated annual review of the Company's performance in giving effect to:
 - (i) the Statement of Expectations provided by the Partners; and
 - (ii) the strategic priorities, objectives, and outcomes specified in the Water Services Strategy.

3. Partners' responsibilities

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

4. Membership

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

5. Chairperson

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

6. Quorum for meetings of the Committee

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

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7. Partners Committee Representatives and Alternates

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

8. Decision-making

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

9. Remuneration

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

10. Administration

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

11. Defined Terms

In these terms of reference:

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

Board means the board of Directors of the Company.

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

Company means Tiaki Wai MetroWater Limited.

Director means a director of the Company.

Independent Chairperson means an independent chairperson of the Partners Committee appointed under clause [6.4\(a\)](#) of the Partners Agreement, by unanimous vote of the Partners Committee.

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

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

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

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

Partner Reserved Matters means matters of the nature listed in Part 2 of [Schedule 2](#) to the Partners Agreement.

Partners mean each Shareholder and each of the Mana Whenua Partners

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

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

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

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

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

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

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

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

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

Signing page

Executed as an agreement

SIGNED by GREATER WELLINGTON REGIONAL COUNCIL

Signature of authorised signatory

Name of authorised signatory

Signature of authorised signatory

Name of authorised signatory

SIGNED by HUTT CITY COUNCIL

Signature of authorised signatory

Name of authorised signatory

Signature of authorised signatory

Name of authorised signatory

SIGNED by PORIRUA CITY COUNCIL

Signature of authorised signatory

Name of authorised signatory

Signature of authorised signatory

Name of authorised signatory

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SIGNED by TARANAKI WHĀNUI KI TE UPOKO O TE IKA

Signature of authorised signatory

Name of authorised signatory

Signature of authorised signatory

Name of authorised signatory

SIGNED by TE RŪNANGA O TOA RANGATIRA

Signature of authorised signatory

Name of authorised signatory

Signature of authorised signatory

Name of authorised signatory

SIGNED by UPPER HUTT CITY COUNCIL

Signature of authorised signatory

Name of authorised signatory

Signature of authorised signatory

Name of authorised signatory

SIGNED by WELLINGTON CITY COUNCIL

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Signature of authorised signatory

Name of authorised signatory

Signature of authorised signatory

Name of authorised signatory

SIGNED by TIAKI WAI METROWATER LIMITED

Signature of authorised signatory

Name of authorised signatory

Signature of authorised signatory

Name of authorised signatory



DRAFT Statement of Expectations

1. Introduction

This Statement of Expectations (**SOE**) has been prepared for Tiaki Wai Metro Water Limited (Tiaki Wai) as required by the Local Government (Water Services) Act 2025.

It was adopted by the Tiaki Wai Partners Committee, which is made up of representatives of Hutt City Council, Porirua City Council, Upper Hutt City Council, Wellington City Council, and Greater Wellington Regional Council (the Shareholding Councils), and mana whenua partners Taranaki Whānui ki te Upoko o Te Ika and Ngāti Toa Rangatira (the Partners) on 18 December 2025.

2. Context and purpose

Tiaki Wai has been established to deliver safe, reliable, affordable, and sustainable drinking water, wastewater and stormwater services within the Wellington metropolitan area. Tiaki Wai is required to deliver these services in accordance with the objectives in section 17, and financial principles in section 18, of the Local Government (Water Services) Act 2025 and the expectations set out in this SOE.

This SOE describes the collective expectations of the Shareholding Councils and mana whenua partners of Tiaki Wai. It provides direction on the outcomes Tiaki Wai is to seek to achieve when delivering water services for communities, as well as expectations for how Tiaki Wai should conduct itself and its relationships with key stakeholders.

The Partners have agreed that the initial focus for Tiaki Wai should be on achieving a successful transition, which beds in operational stability, robust and independent governance, and the establishment of effective planning and investment processes with strong financial management. This focus is reflected in this SOE.

This SOE sets expectations in four areas:

- 2.1 Governance, Accountability and Reporting expectations, including details on the content for the required half-yearly report.
- 2.2 Establishment expectations (December 2025 to 30 June 2026) – expectations that must be achieved before operational go-live.
- 2.3 Transitional expectations (1 July 2026 to 30 June 2030) – expectations that will apply through the transitional / establishment phase.
- 2.4 Enduring expectations.

Tiaki Wai will need to build its internal capability and capacity so it can deliver on its objectives and the expectations that govern it. Existing staff, particularly those transitioning from the Shareholding Councils will also need to be well supported through transition.

3. Strategic goals and key outcomes for Tiaki Wai

- 3.1 To ensure the delivery of safe, reliable, environmentally and financially sustainable water services that will be resilient, restore te mana o te wai and enable new homes and the well-being of communities across Tiaki Wai's service area.
- 3.2 The following are the key outcomes Tiaki Wai must reflect in the initial Water Services Strategy:
- (a) Improving and compliant water services are delivered for customers and partners, through significant focus on the state of the water network, infrastructure and assets.
 - (b) Financially sustainable water services are delivered for customers and partners, with consideration given to affordability when setting water charges.
 - (c) Working and reliable water services are delivered for customers continuously, during and after the transition of water services to Tiaki Wai.

4. Governance, Accountability and Reporting

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

It is also acknowledged that Tiaki Wai will remain reliant on existing council systems, processes, varying degrees of support, and information, particularly through the establishment phase and the transition phase for no longer than 24 months unless mutually agreed. Tiaki Wai will take responsibility for systems, business processes and resourcing as soon as possible. Working together to ensure reliable service provision for customers will be critical through the transition and establishment phases, and thereafter ongoing.

- 4.1 It is expected that:
- (a) Tiaki Wai and the Shareholding Councils will work constructively to agree clear, coordinated support processes and shared arrangements to ensure that reliable, and customer-focused, service delivery is achieved.
 - (b) Tiaki Wai will operate under a skills-based board that has the capability to oversee a complex, multi-owner organisation.
 - (c) Tiaki Wai will meet best practice governance standards as set out by the [Elements of effective governance — Office of the Auditor-General New Zealand](#).
 - (d) Tiaki Wai must provide advance notice to the Partners Committee of any decisions Tiaki Wai is considering that would involve a significant departure from its Water Services Strategy, or reprioritisation of activities, including advice about how the decision will be consulted on (if required by the Significance and Engagement Policy) or otherwise regularised (e.g. through an amendment to the Water Services Strategy).

- (e) Partners will be made aware of any material or significant events or other issues that may attract public interest on a “no surprises” basis. To achieve this, Tiaki Wai must proactively advise the partners of:
 - (i) any emerging significant risks including potential significant service failures, critical risks or compliance issues in advance of such events where possible, and immediately if significant service failures occur, and
 - (ii) advise of mitigations, solutions or remediations that will be put in place to minimise the likelihood and/or impact of the reported risks, issues or service failures.
- (f) All reporting will be written in plain English and made easily accessible to the community so that customers and the wider public can understand how the organisation is performing and to ensure trust and accountability are continually reinforced, noting sensitive information will be redacted from public communication.

5. Content of Tiaki Wai’s first Half-yearly report

- 5.1 Tiaki Wai will provide to the Partners Committee a half-yearly report at an aggregated, organisational level (i.e. not council-by-council) which includes the following content:
- (a) Delivery of capital projects against those specified in investment delivery plan for the financial year to which the report relates, and any departures from planned capital programmes.
 - (b) Compliance and enforcement status of resource consents and other regulatory requirements including actual or potential compliance issues, along with proposed solutions for addressing any compliance issues.
 - (c) Forecast expenditure, projects specifically subject to government or other third party funding, lending and any associated implications for future water charges.
 - (d) Critical risks and proposed mitigations
 - (e) Key stakeholder relationships, including meetings or other engagements.
 - (f) Progress on the transition of services from Shareholding Councils and other hosted systems and services to Tiaki Wai systems.

6. Expectations of Tiaki Wai during the Establishment Phase (19 December 2025 to 30 June 2026)

The following expectations are intended to ensure that Tiaki Wai is set up for success, with all necessary components in place for ‘Day One’ (1 July 2026).

Customer Charter

The move to Tiaki Wai holding full responsibility for revenue, charging and service provision is a significant change for customers. Clear communication, and public confidence are essential as responsibilities transfer from Wellington Water Limited and the Shareholding Councils.

6.1 It is expected that:

- (a) Tiaki Wai will develop and publish a Customer Charter which sets out the organisation's commitment to operate openly, with clear and accessible information available for communities.
- (b) The Customer Charter is to:
 - (i) inform customers of what they can expect from Tiaki Wai regarding the provision of water services, service levels and how charges are set;
 - (ii) outline how customers can engage with Tiaki Wai and how Tiaki Wai will consider the views of customers when providing water services;
 - (iii) commit Tiaki Wai to being professional, open and transparent, acting with integrity, treating its customers fairly and with respect, and operating with clear and accessible information; and
 - (iv) outline the commitment Tiaki Wai has to the environment.
- (c) Tiaki Wai provides opportunities for the Partners Committee to review and comment on any draft Customer Charter and consider those comments before adopting it.
- (d) Once adopted, the Customer Charter will be made publicly available and actively promoted so that customers understand what they can expect from Tiaki Wai.

Initial Water Services Strategy

In developing its initial Water Services Strategy, Tiaki Wai is expected to take ownership of its strategic direction while ensuring oversight and appropriate alignment with existing planning completed by the Shareholding Councils.

It is intended that the initial focus for Tiaki Wai is on achieving a successful transition. As a result, the first Water Services Strategy for Tiaki Wai should be prepared to focus on the first financial year of operations from 1 July 2026, ahead of a more comprehensive Water Services Strategy being developed in 2026-2027 to align with the Shareholding Councils' Long-Term Plan cycle. The next Water Services Strategy will provide direction on the approach for the 2027-37 period and will be informed by an updated SOE prepared by the Partners Committee in late 2026.

6.2 It is expected that the initial Water Services Strategy will:

- (a) Act as an initial strategy focusing on the delivery of services, financing and charging in Year 1 (2026/27), which will be broadly aligned with the Water Services Delivery Plan (albeit refined through the financial planning process).

Attachment 3 to Report 25.511

- (b) Set water charges in line with the projected amounts in the Shareholding Councils' Long Term Plans for the 2026/27 financial year.
- (c) Reflect the longer-term strategic priorities of keep up, catch up, build up, clean up, address faults and improve resilience, noting the link between these priorities and the existing strategic priorities guiding Wellington Water's investment.
- (d) Provide a roadmap for the implementation of price harmonisation by no later than 1 July 2031.
- (e) Include detail on the implementation plan for water meters, or in lieu of one being in place, the plan to deliver one.
- (f) Include the prioritised programme for the Technology Systems Investment (TSI) Programme being rolled out within Wellington Water, for Tiaki Wai.
- (g) Include detail on how corporate capability within Tiaki Wai will be built to ensure efficient delivery of services.
- (h) Generally reflect performance indicators and measures from the Shareholding Councils' Long Term Plans, with those indicators and measures to form the basis for accountability during the initial transitional phase.
- (i) Reflect a pricing strategy that is generally based on the Shareholding Councils' existing rating policies.

6.3 It is expected that:

- (a) Tiaki Wai provides the Partners Committee with an early opportunity to comment on the draft Water Services Strategy, with the intention that a draft be provided by 1 March, but no later than 1 April, with a minimum review period for the Partners Committee of four weeks;
- (b) Tiaki Wai prepares and provides a summary document clarifying any proposed significant changes to key projects or costs to customers when compared to the Long Term Plans (and annual plans) of the Shareholding Councils, which is to be provided at the same time as the draft Water Services Strategy; and
- (c) Tiaki Wai consider the benefit of public consultation, as against its significance and engagement policy, noting that the Shareholding Councils have not required Tiaki Wai to consult on the draft Water Services Strategy in full or part.

Other establishment phase expectations

6.4 It is expected that:

- (a) Alongside the Shareholding Councils, Tiaki Wai will work with the Local Government Funding Agency (LGFA) to prepare to accede as a participating borrower, ensuring access to the same financing terms available to councils and maintaining consistency across the region's funding arrangements.

7. Expectations of Tiaki Wai during the transition phase (1 July 2026 to 30 June 2030)

These expectations are the focus areas for the transition phase, however a version of these expectations will also carry through to the enduring expectations in future SoEs.

Our expectations during this transition phase are set out below, and they will be reviewed in late 2026 to ensure that they remain relevant in the lead up to the next Water Services Strategy for the 2027-37 period.

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

Continuity of Service for Customers

The transition to Tiaki Wai must be as smooth as possible for customers, with the move to paying directly for water services managed carefully to ensure transparency and avoid price shocks as far as reasonably possible. Customers should receive effective service when reporting faults, and have a formal pathway to raise complaints, and a mechanism to resolve them.

7.1 It is expected that:

- (a) the Pricing Strategy:
 - (i) for the 2027/28 financial year and beyond will focus on changes to pricing structures or charges and this will be clearly laid out as part of the 2027-2037 Water Service Strategy; and
 - (ii) will be clearly communicated and will ensure transparency and affordability for customers.
- (b) by 1 July 2027, Tiaki Wai will develop and implement a Financial Support Policy, including provisions for customer hardship assistance. This policy will set out how the organisation will support customers experiencing financial to ensure equitable access to essential water services.
- (c) Tiaki Wai own the customer relationship and will work closely with Shareholding Councils to respond to customer queries, as defined in the SLA.
- (d) Tiaki Wai will join the Utilities Disputes Ltd and promote this service to its customers.

Making Use of Existing Knowledge

Tiaki Wai is to work closely with Wellington Water and the Shareholding Councils to ensure a smooth transition and make full use of existing knowledge, strategies and plans wherever possible.

7.2 It is expected that:

- (a) Tiaki Wai will work with the Shareholding Councils to transfer any necessary consents, and in a way that upholds settlement or consent condition commitments.

- (b) Tiaki Wai will collaborate with all Shareholding Councils, including by adopting appropriate shared service and service level support arrangements.
- (c) Tiaki Wai will draw on, and where appropriate, rely on existing strategies, plans and programmes.

Stormwater Management

Effective stormwater management requires collaboration across multiple parties, and it is critical that a whole-of-catchment approach is taken.

7.3 It is expected that:

- (a) Tiaki Wai will, in partnership with the Shareholding Councils and Mana Whenua, take a catchment wide approach to stormwater management, including in its Water Services Strategy, noting the importance of recognising the full stormwater system incorporating both the natural and built environments.
- (b) through the development of transfer agreements, Tiaki Wai will work to resolve the approach to stormwater management and accountability between Tiaki Wai, Shareholding Councils and other parties.
- (c) Tiaki Wai will collaborate with Partners in preparing a Stormwater Network Risk Management Plan to identify any hazards and assess and manage risk relating to the network, to prepare Service Agreements for the stormwater network, and to inform the 2030-2040 Water Services Strategy.
- (d) Tiaki Wai will establish a Stormwater Service Level Agreement by 1 July 2027 between Tiaki Wai and the Shareholding Councils. As far as possible, the Agreement is expected to be regionally consistent.

Financial and Investment Management

Tiaki Wai must quickly establish prudent financial management practices. These should align with the Local Government Funding Agency (LGFA) framework and provide clear visibility to the partners of organisational costs, funding requirements, and investment needs.

7.4 It is expected that:

- (a) Tiaki Wai will work to establish a development contributions framework (or equivalent, in the event of future reform and the introduction of a development levy regime) that aims to recover 100% of growth-related costs, but in the initial transition phase will adopt the relevant parts of the Shareholding Council's existing development contributions policies.
- (b) Tiaki Wai will take over responsibility for charging and billing capability, replacing the territorial authority shareholders, as soon as practicable (in line with the TSI system programme), and until that time will work closely with the Shareholding Councils who will act as invoicing agents on behalf of Tiaki Wai to facilitate the collection of water charges.

- (c) Tiaki Wai will initiate work to develop a regionally harmonised approach to water charges, with that approach documented in the 2030-2040 Water Services Strategy, and implemented no later than 1 July 2031.
- (d) Tiaki Wai will report to the Partners Committee, at least twelve months before the intended harmonisation date on the impact of harmonisation for governance arrangements and community engagement requirements.
- (e) Tiaki Wai will build its dedicated finance and payroll capability, delivered through the Technology Systems Improvement (TSI) programme as soon as practicable. Until that time, Tiaki Wai will work closely with Wellington City Council, using the existing payroll and finance arrangements currently in place for Wellington Water.

Workforce and Capability

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

7.5 It is expected that:

- (a) Tiaki Wai must provide a workplace that prioritises health, safety, and staff wellbeing, and invest in the development of its people. Appropriate policies and structures must be in place to support this.
- (b) Tiaki Wai progressively establishes partnerships with the wider water sector, central and local government, training providers, and mana whenua to develop enabling policy, grow local capability and to create employment pathways that support long-term workforce sustainability.
- (c) Tiaki Wai builds capacity and capability - including at governance and leadership level - to uphold Te Tiriti and Treaty settlements and commitments to mana whenua for future health and wellbeing of the water.
- (d) To support a positive workplace culture, Tiaki Wai will:
 - (i) Embed organisational values and behaviours into daily practices; and
 - (ii) Ensure leadership expectations are clear.

Broader Outcomes

There is an opportunity for Tiaki Wai to consider broader outcomes and use its purchasing power to deliver wider community benefits such as employment, training, and support for local communities.

7.6 It is expected that:

- (a) Tiaki Wai will progressively work towards reflecting a social procurement approach in its procurement strategies while balancing the most cost-effective outcome to ensure water services remain affordable for customers.
- (b) Tiaki Wai will pay the Living Wage.
- (c) Tiaki Wai will establish a climate mitigation and adaptation policy to inform the 2030-2040 Water Services Strategy.

8. Our Enduring Expectations of Tiaki Wai

Our enduring expectations outline how Tiaki Wai is expected to operate across the longer term. They reflect shared values and principles of the Partners and are considered to be generally relevant to the operations of Tiaki Wai, including over the initial establishment / transitional phase.

The Partners acknowledge that Tiaki Wai's achievement of all of the enduring expectations must be viewed against the context of the current operating environment, the condition of the assets being transferred, the operating budgets available in the first financial year and the time required to establish new systems and capability. In certain respects the enduring expectations are deliberately aspirational, but Tiaki Wai is expected to progressively work towards delivering water services in a way that satisfies those expectations, so that once the transition phase is complete, an operating model has been developed that aligns with and seeks to satisfy these expectations.

While Tiaki Wai is to focus on the initial expectations and half-yearly report content during the first year of operations, the Partners expect Tiaki Wai to develop reporting baselines for all expectations over its first two years of operations, and begin to report on these enduring expectations as soon as practicable thereafter.

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

Tiaki Wai will uphold the principles of Te Tiriti o Waitangi, existing Treaty settlement obligations, and act in accordance with existing relationship arrangements and other commitments with Māori.

8.1 It is expected that:

- (a) Tiaki Wai develops genuine partnerships with mana whenua, by providing opportunities and establishing formal mechanisms that facilitate and improve mana whenua input into strategic policy development and investment decisions.
- (b) Tiaki Wai uphold the Treaty principles, any Treaty settlement obligations of the Shareholding Councils.
- (c) Tiaki Wai will give effect to councils' commitments to ensure te mana o te wai is enhanced in its strategies, planning and investment decision making.
- (d) The existing Partnership Service Agreements and Relationship Charter in place between mana whenua and Wellington Water Limited will endure until 30 June 2028.

Customer and Community

Tiaki Wai is to be a customer facing organisation and must embed a culture that puts the customer first. It is to be established and operated so that effective customer service, clear and regular communication and ensuring the views of communities are central to how water services are delivered.

8.2 It is expected that:

- (a) Tiaki Wai will progressively work towards creating and embedding an organisational culture that is customer first, transparent, and recognised as a leader in health, safety, and wellbeing within the water services sector.
- (b) Tiaki Wai will demonstrate a strong customer service ethos that prioritises responsiveness, respect, and accountability in every interaction.
- (c) Tiaki Wai will establish and maintain a customer reference group that includes representatives from communities across the service area.
- (d) Tiaki Wai will engage in open, collaborative consultation on significant issues or projects with directly affected or interested communities (in line with its Significance and Engagement Policy).
- (e) Tiaki Wai will communicate with customers in an open and timely way, and in a manner that is appropriate for the audience, about intended activities that may affect them, with clear explanations about key issues and drivers for activities, and opportunities for engagement with Tiaki Wai.

Environmental Stewardship

Tiaki Wai must be a responsible guardian of the environment and actively seek to protect and enhance the health of harbours and catchments in its service area, and other natural ecosystems it interacts with.

8.3 It is expected that:

- (a) With the Shareholding Councils and mana whenua, Tiaki Wai will commit to the outcomes in the following documents (as applicable) and with a balanced view of other outcomes Tiaki Wai must deliver on:
 - (i) Te Wai Ora o Porirua – Porirua Harbour Accord and any other future Accords,
 - (ii) Iwi management plans,
 - (iii) Te Mahere Wai,
 - (iv) Poutiaki Plan,
 - (v) Te Whanganui a Tara Whaitua Implementation Plan,
 - (vi) Te Awarua o Porirua Whaitua Implementation Plan, and
 - (vii) Any relevant memorandum of understanding and management plans for lakes.
- (b) Tiaki Wai will focus on delivering water services in a manner that minimises adverse environmental effects as far as is reasonably practicable, and to pursue improvement in environmental outcomes wherever possible.
- (c) Tiaki Wai will use its best endeavours to meet or exceed all environmental regulatory requirements, and where it does not meet those requirements shall take a proactive and practical approach to resolving all non-compliance.

- (d) Tiaki Wai will progressively work towards applying a climate change lens to its decision making and reduce carbon emissions across its activities over time.

Safe, reliable and resilient water services

As the water service provider for the Wellington metropolitan area, Tiaki Wai must remain aware of the importance of its role in protecting and supporting public health. Ensuring drinking water, wastewater and stormwater services are provided in a reliable, safe, and resilient way in the face of natural hazards, climate change, and the demands of population growth requires strong asset management practices, proactive investment, and sound risk management.

8.4 It is expected that:

- (a) Tiaki Wai will build its asset management capability by improving the quality and completeness of asset data, and in doing so will proactively manage existing infrastructure to, optimally manage any deterioration, avoid future deficits, and support timely, well-planned investment decisions.
- (b) Tiaki Wai will prioritise asset management planning towards very highly critical and highly critical assets so that risks of failure are minimised, ensuring communities can depend on these essential services now and into the future.
- (c) Tiaki Wai will plan and deliver water services that are resilient to future challenges, including the impacts of climate change and natural hazards. Focus should be placed on ensuring long-term security and reliability of water services through strategic infrastructure and asset planning over a minimum 30-year horizon.
- (d) Tiaki Wai will identify critical gaps or risks in its ability to operate as a sound asset manager of water services in the service area and will have a recommended pathway to improved risk maturity.
- (e) Tiaki Wai will establish an effective enterprise level risk management framework and align internal management with strategic goals to improve operational efficiency and compliance.
- (f) Tiaki Wai will demonstrate improved programme and project governance including performance monitoring to ensure Asset Management Plans are applied fully to deliver the organisation's asset management responsibilities and ongoing work programmes.

Emergency Preparedness and Continuity of Service

Tiaki Wai is the water lifeline utility as defined in the CDEM Act 2002 and is therefore expected to lead water community resilience before, during and after any emergency event.

8.5 It is expected that:

- (a) Drinking water supply and wastewater services either continue to operate during and following emergencies, even if at reduced levels, or is subject to minimal disruption only.

- (b) Tiaki Wai actively participates in regional and local emergency management planning and maintains and regularly updates its own emergency response and business continuity plans.
- (c) Tiaki Wai works closely with Shareholding Councils, emergency services, and other lifeline utilities to ensure a coordinated and effective response to emergencies, including through timely and transparent communication with key agencies, and the public.
- (d) Tiaki Wai will hold critical spare parts and equipment to enable rapid response to significant natural disasters or other major events that could disrupt service delivery. It will also develop plans for such events to ensure that it has the capability and resources to effectively and restore services as quickly as possible.

Affordability, Equity and Value for Money

Delivering value for money is about both cost efficiency and fairness, with decisions always to be tested against the affordability of water services for the community.

8.6 It is expected that:

- (a) Tiaki Wai will develop a regionally harmonised approach to water charges, and will document that in the 2030-40 Water Services Strategy, so that the approach can be implemented by no later than 1 July 2031.
- (b) Tiaki Wai will deliver services in a way that is cost effective, financially sustainable and efficient. It must balance the affordability of water services for households with the need for sustained long-term investment in resilient infrastructure and any regulatory requirements.
- (c) Tiaki Wai will be open and transparent on how it charges for water services.
- (d) Tiaki Wai should pay particular attention to equity and hardship, ensuring vulnerable households are supported through appropriate policies which document options such as flexible payment options.
- (e) Water supply is an essential lifeline service and while restrictions may need to be applied across the service area at times to manage supply and demand, this will be a last resort, and no household will be denied access to water services due to financial hardship or other vulnerabilities.
- (f) Tiaki Wai will work with councils to develop regional water bylaws.

Aligned strategic growth planning

Upgraded and new water services infrastructure is needed to provide for expected population growth in the service area. This infrastructure must be planned and delivered to support the timing and location of growth identified in urban growth strategies and plans. This will ensure that new development areas have the necessary water infrastructure in place when they are needed, consistent with the sequencing and priorities agreed across the service area.

Attachment 3 to Report 25.511

At the same time, Tiaki Wai needs to retain flexibility to respond to and support development that occurs outside of the planned sequence, where this is necessary to meet community or housing needs.

8.7 It is expected that:

- (a) Tiaki Wai will consider and engage with the following strategies and plans when making decisions about the water services infrastructure required to support growth, and the sequencing of such infrastructure:
 - (i) Te Rautaki Whanaketanga ki tua a Wairarapa - Wellington- Horowhenua Future Development Strategy;
 - (ii) The Shareholding Councils' District Plans, Long-Term Plans, Infrastructure Strategies and other growth-related plans;
 - (iii) Any iwi led plans and strategies, to the extent that they are relevant to growth planning.
- (b) Tiaki Wai will work closely with its Partners to ensure its long-term investment plans support and align with Shareholding Councils' growth strategies and urban development goals across the Wellington metropolitan region, over time. This includes:
 - (i) Collaborating with Shareholding Councils when requested, as they develop key planning documents, such as Long-Term Plans, District Plans, Regional Plans, Policy Statements and Spatial Strategies, to ensure water infrastructure planning supports agreed growth priorities; and
 - (ii) Providing clear advice to Shareholding Councils on the different infrastructure needs and costs associated with greenfield (new development areas) and brownfield (redevelopment of existing areas) growth, to assist councils to make informed decisions about where and how to grow.
- (c) Tiaki Wai will actively support the Shareholding Councils' building and resource consenting processes by:
 - (i) Providing timely, accurate, and fit-for-purpose technical advice and approvals related to water service connections; and
 - (ii) Ensuring that its input enables councils to meet statutory processing timeframes and deliver a positive customer experience.
- (d) The role of Tiaki Wai in facilitating connections to water networks and assessing infrastructure capacity as part of these consent processes must be clearly defined, consistently applied, and supported by transparent communication with both councils and applicants.
- (e) Tiaki Wai will support the Shareholding Councils with any collective advocacy on growth related reform or plan change processes, so that a "one family" approach is taken where possible to growth planning across the service area.

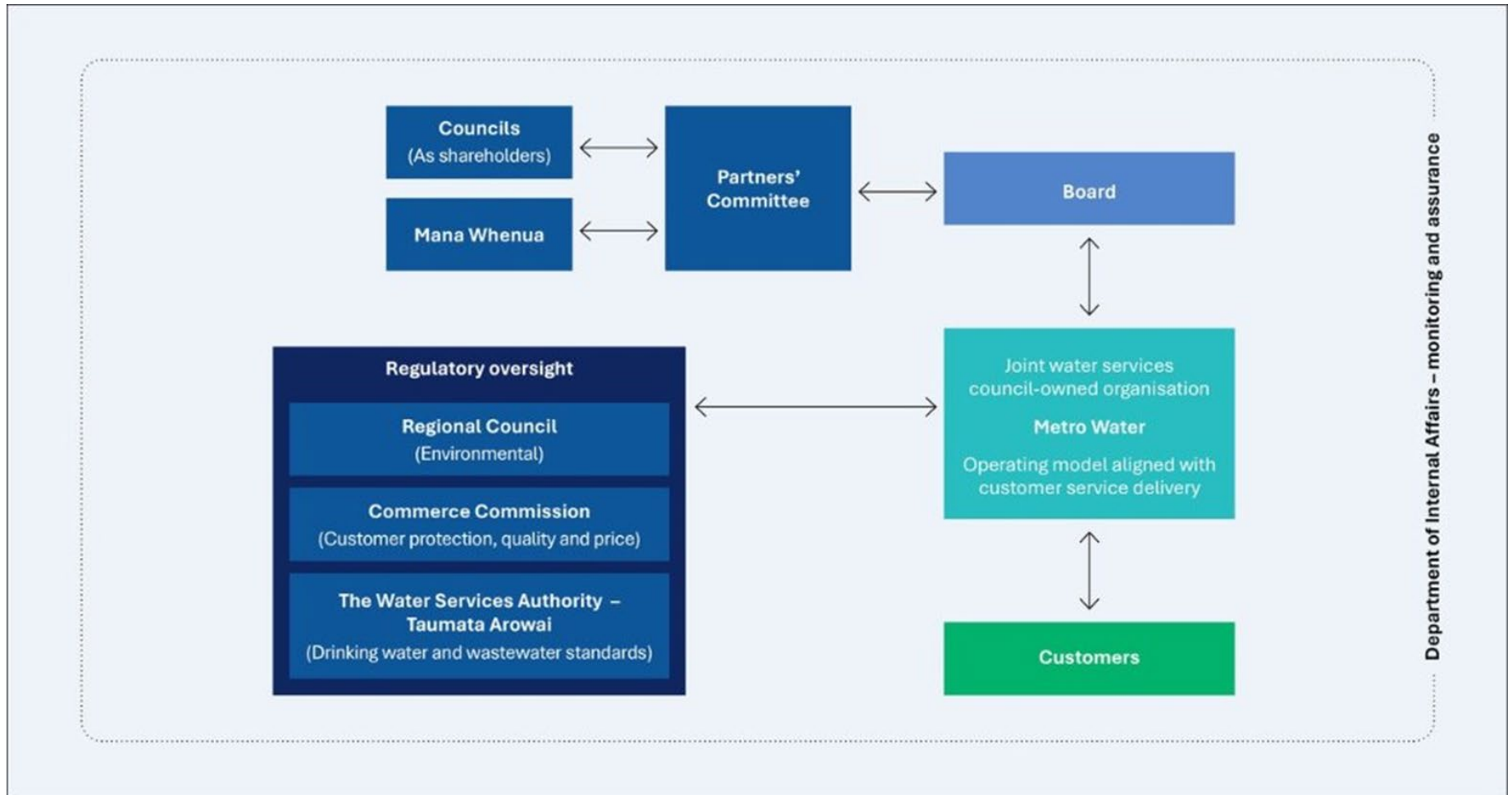
9. Review Date

The Statement of Expectations will be updated mid-late 2026 and provided to Tiaki Wai Board prior to 31 December 2026 to inform the expectations for the Tiaki Wai Water Services Strategy 2027-2037.

END

DRAFT

Tiaki Wai MetroWater Limited governance arrangements from 1 July 2026



Council
11 December 2025
Report 25.520



For Decision

RESOURCE MANAGEMENT REFORM SUBMISSION PROCESS

Te take mō te pūrongo

Purpose

1. To agree a process for responding to the Government's resource management reforms.

He tūtohu

Recommendations

That Council:

- 1 **Agrees** to make a submission to the Resource Management Reform select committee process.
- 2 **Agrees** the basis of the submission are the principles set out in paragraph 15.
- 3 **Agrees** to a councillor working group and **advises** the members of the working group, who are available to meet online during December 2025 – January 2026 as outlined in paragraph 16.
- 4 **Notes** that the proposed reform work risks the continued diminishment of Treaty settlement obligations; while not all of our partnerships are established through settlement legislation, it will impact iwi environmental governance and Māori decision-making.
- 5 **Notes** that there will be a separate process for responding to the Government's Simplifying Local Government draft proposal and any exposure drafts of new National Direction.

Te horopaki

Context

2. The Government's resource management reform process has been split into three phases:
 - **Phase 1** was the repeal of the previous government's Natural & Built Environment Act 2023 and the Spatial Planning Act 2023, in December 2023
 - **Phase 2** consists of the Fast-track Approvals Act 2024, some targeted changes to the Resource Management Act in 2024 and 2025, and new or amended National Direction in 2024 and 2025

- **Phase 3** will be the replacement of the Resource Management Act with new legislation.

A phased approach to reforming the RM system



3. Council’s submissions to Government on the Phase 2 components are available on the Council Advocacy page¹. There have also been regulatory changes that are not part of this direct resource management reform process that have impacted on the resource management system. For example, the approaches developed under Local Water Done Well, the Wastewater Environmental Performance Standards², proposed changes to the Fast-track Approvals Act and the Government’s recently announced consultation on ‘Simplifying Local Government’³.
4. Phase 3 has now arrived with two Bills expected in the House the week of 8 December 2025, at the time this report is being considered by Council. Officers will raise any significant deviations from what was expected at the Council meeting that considers this report. Government intends that the new system is enacted during 2026, prior to the general election.
5. The Government’s specific proposals on the future structure of local government are set out in *Simplifying Local Government: A draft proposal* released on 25 November 2025. This proposes a two-step process to restructure local government. The discussion document identifies a connection with resource management reform:

“The Government’s resource management reform and other changes (like water services reform and climate adaptation) will change how councils operate in the future. Resource management reform will bring more consistency across regional councils’ functions. More activities will be

¹ <https://www.gw.govt.nz/your-council/council-and-councillors/council-advocacy/>

² <https://www.legislation.govt.nz/regulation/public/2025/0258/latest/LMS1540800.html>

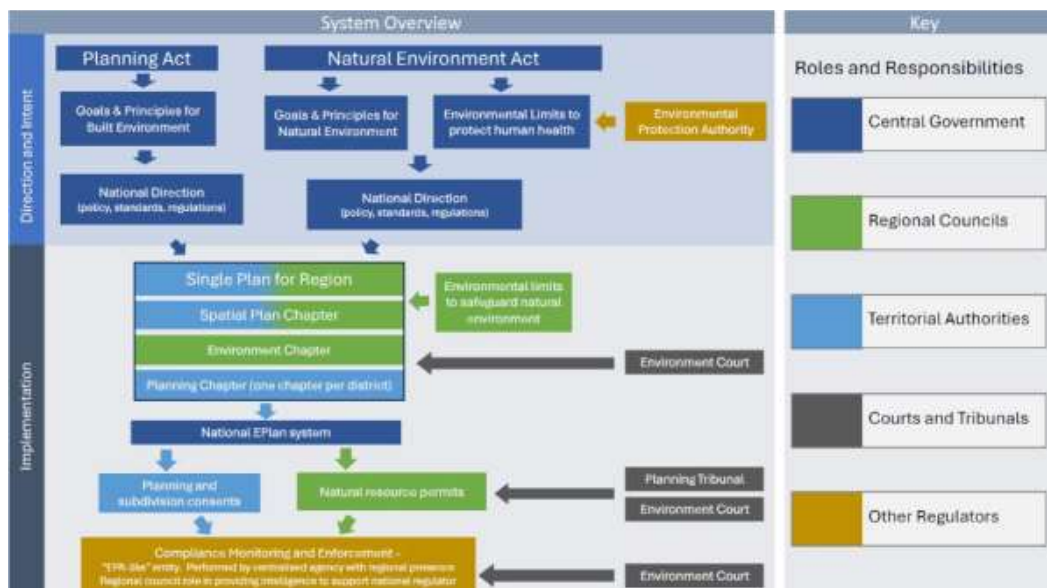
³ <https://www.dia.govt.nz/simplifying-local-government>

permitted by default, reducing the work of councils in both planning and consenting. The Government has also announced plans to centralise some regional council functions as part of the new resource management system (for example, a national compliance regulator).” [page 11]

- This report refers specifically to the resource management reform select committee process, however, the submission needs to be aware of wider reforms proposed that support implementation of the new resource management system itself. There will be a separate process for responding to the specific questions contained in the discussion document.

Te tātaritanga Analysis

- It has been signalled that the proposed system will be based around a combined plan for the region which will include elements for spatial planning, environmental protection, and enabling housing, development and infrastructure. This structure is set out in the figure below (the figure does not yet include the roles and responsibilities of the Crown and Tiriti partners or structures reflected within Settlements, including for the Wellington region):



- The new system is intended to be based on the guiding principle of “enjoyment of private property rights”, and will have a strong focus on improved efficiency and reduced cost, including through:
 - simplified Council plans (including one plan per region, jointly prepared by regional and district councils) and reduced need for resource consents
 - faster and cheaper processes with less reliance on litigation
 - shifting away from consenting towards monitoring and compliance
 - rapid and low-cost dispute resolution processes.

9. Beyond the focus on efficiency and reduced cost, Government has said proposed reforms are intended to strengthen and clarify the role for environmental limits and align with Treaty of Waitangi settlements and uphold Crown obligations. If the eventual Bills reflect these intentions, there will be several implications for regional councils and our functions.
10. Broadly speaking, there is intended to be a reduced influence for local governance in plan making and greater central government direction. The Government has signalled that the proposed Combined Territories Board (CTB) would decide on aspects of the combined plan for the region.
11. The Government has committed to upholding Treaty Settlements and the Crown's obligations, and noted that replacing the RMA with new legislation may require consequential changes to Treaty settlements and a process to agree these. While acknowledging that Treaty Settlements are not the only place where Māori rights and interests are recognised, there are several implications within the Greater Wellington region:
 - a The Natural Resources Plan for the Wellington Region was produced over the period of 2010 to 2015 by Te Upoko Taiao-Natural Resources Plan Committee - a mechanism affirmed through the Ngāti Kahungunu settlement.
 - b The Government is proposing to introduce a different form of regulatory planning (with spatial plan chapters and natural environment plan chapters) to replace current regulatory plans and regional policy statements that Treaty settlement mechanisms connect to.
 - c Some plans provided through Treaty settlements are still in development or to be developed (such as the Wairarapa Moana document under the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua settlements and the Poutiaki plan under the Ngati Toa Rangatira settlement). How these plans interface with the new system will need to be reflected in our submission.
12. As part of the new system, a natural environment plan chapter for the new combined regional plans is to be prepared at a regional scale. The legislation is likely to require that these natural environment plan chapters focus on managing natural resources (air, water, soil, ecosystems, etc.) by environmental limits. These natural environment plan chapters would become the primary regulatory tool for managing effects on the environment.
13. Spatial Planning will play a key role in the new system, with a specific spatial planning chapter of the new combined plan becoming mandatory and holding regulatory weight. Such spatial planning provides an opportunity to set a shared vision, guide housing and business growth, and identify infrastructure needs. This can build on existing work, including the Housing and Business Capacity Assessment and the Wellington Region Future Development Strategy led by the Wellington Regional Leadership Committee. A mandatory spatial planning approach, and indeed the whole new combined plan's success, is contingent on effective regional collaboration with iwi, councils, infrastructure providers, and government partners. There is also an opportunity to explore iwi-led planning as

part of this new construct. Greater Wellington's experience positions it well to contribute to this process effectively.

Nga kōwhiringa Options

14. Greater Wellington has submitted previously on a range of resource management primary and secondary legislation, including the previous administration's Natural and Built Environment Act and Spatial Planning Act⁴. Resource management is a core regional council function, providing many services valued by our partners and communities. Council submissions are designed to improve the focus and content of proposed legislation to enable implementation and to ensure it achieves the outcomes being sought by rate payers.
15. In previous workshop discussions with Council the following principles have been discussed to use as a basis for a Council submission:
 - Advocate for the replacement legislation and broader reforms to uphold Te Tiriti and protect Māori rights and interests
 - Focus on environment, community and intergenerational outcomes – with a particular emphasis on the community benefit from having a clean environment
 - Maintain certainty for the region, including resource users and communities
 - Encourage bi-partisan approaches for enduring reform
 - Lead and influence the sector, work closely with our TAs, and support our partners through the reforms
 - Consider the implementation implications and be constructive on feedback that better implements legislation and regulation on-ground.
16. During the Strategic Briefing workshop session on 13 November 2025, Council indicated comfort with a councillor working group that would operate over January 2026. With this in mind, officers recommend a schedule of online meetings to discuss the detail of the Bills, the framing of a Council submission and comments on a draft:
 - a meeting during the week commencing 15 December 2025 to discuss content
 - a meeting mid-January to discuss details of the Bills together with officer observations
 - a meeting in the second half of January to discuss a draft submission
 - finalisation of submission late January / early February (dependent on specific Select Committee timing).
17. In addition to Council's response, a range of organisations will be holding webinars and preparing draft submissions (including LGNZ, Te Uru Kahika, Taituarā, NZPI). Officers will ensure that the Councillor working group is made aware of these opportunities to engage with the analysis and perspectives of these groups.

⁴ See <https://www.gw.govt.nz/assets/Documents/2023/02/GWRC-Submission-on-NBA.pdf>

18. Some of our mana whenua partners are preparing for their own submissions. It is important to share Council's submission for awareness. Officers are working with our mana whenua partners to explore opportunities to wānanga the broader range of proposed changes that affect our collective work.

Ngā hua ahumoni

Financial implications

19. The resource management reform submission process is being managed within current baselines.

Ngā Take e hāngai ana te iwi Māori

Implications for Māori

20. The scale and nature of these reforms will have profound impacts on Māori rights and interests, and their ability to participate in resource management decisions. These changes alter the framework within which mana whenua engage with planning processes and challenge the integrity of Treaty commitments. Further enablement of housing and infrastructure development at scale will have adverse effects on waterbodies across the region unless designed in such a way as to have a low impact.
21. The proposed resource management reforms risk undermining efforts to give effect to Te Mana o Te Wai and meet commitments under the Regional Policy Statement, particularly where provisions allow continued contamination from agriculture and development. These pressures not only compromise environmental outcomes but also impact Māori rights and responsibilities regarding freshwater⁵, which extend beyond Te Mana o Te Wai.
22. These rights include tino rangatiratanga over water resources, cultural and spiritual relationships with wai, and obligations to uphold kaitiakitanga. Without explicit recognition of these broader rights, the reforms may fall short of Treaty obligations and Māori aspirations for freshwater governance, limiting the ability of iwi and hapū to exercise authority and protect freshwater ecosystems.
23. There are some benefits of more compliance and enforcement powers, which provide further incentives for consent holders to work within their consent conditions. This should reduce the risk of significant breaches and provides new tools to ensure rules are being followed.
24. Looking forward, it is still uncertain as to the form that any general Treaty clause will take in the replacement legislation. Government has also indicated the need to protect existing Treaty Settlements. We understand the Crown may need to seek agreement to amend settlement deeds to ensure the intent and effect is at least maintained with the proposed legislation. We expect any request to revisit these settlements will impact our partners.

⁵ [Wai Manawa Whenua - Federation of Māori Authorities; Te Kura Taka Pini - Freshwater Strategy | Te Rūnanga o Ngāi Tahu; Tātau Tātau o Te Wairoa Trust - Wai Māori: Taking legal action for our whānau and freshwater](#) and [2013-NZSC-6.pdf](#)

25. Feedback from Māori since 1991 has been that the RMA is not consistent with Te Tiriti o Waitangi.⁶ Any changes to settlement deeds would not be a simple process. Such amendments would require iwi and hapū agreement, and without a good faith approach by Government is unlikely to be resolved.

Te huritao ki te huringa o te āhuarangi Consideration of climate change

26. The two new Bills will cover areas that are critical to our collective response to climate change. This includes housing and infrastructure, management of hazards, urban design and growth, and how the natural environment is protected and restored. These areas primarily sit within the adaption area of climate change, including our resilient our communities are to events such as flooding, erosion and intense rainfall.
27. We do not expect the Bills to include functions for the management or regulation of greenhouse gas emissions directly (climate change mitigation). Greater Wellington, however, currently maintains decision-making around its corporate emissions and public transport mix.
28. This topic will be covered in the submission.

Ngā tikanga whakatau Decision-making process

29. The matters requiring decision in this report were considered by officers against the decision-making requirements of Part 6 of the Local Government Act 2002.

Te hiranga Significance

30. Officers considered the significance (as defined by Part 6 of the Local Government Act 2002) of these matters, taking into account Council's Significance and Engagement Policy and Greater Wellington's Decision-making Guidelines. Officers consider that these matters are of low significance as it is part of the usual operation of the Council to submit on Government proposals.

Te whakatūtakitaki Engagement

31. Consideration will be given to the appropriateness of a media release at the time of the Council submission.

⁶The Ministry for the Environment has published 30 years of Waitangi Tribunal commentary, findings and recommendations about the RMA in response to claims brought before the respective Tribunals:
<https://environment.govt.nz/publications/tribunal-findings-rma/>

Ngā tūāoma e whai ake nei

Next steps

32. Once the Bills are referred to Select Committee, the timeframe will be clearer and this will be communicated to Council either at this meeting or via an update once this information is available.

Ngā kaiwaitohu

Signatories

Writers	<p>Matt Hickman, Principal Advisor, Strategy, Policy and Regulation</p> <p>Carl Chenery, Principal Advisor, Te Hunga Whiriwhiri</p> <p>Josh Patterson, Project Lead, WRLC Secretariat</p> <p>Richard Sheild, Project Lead, Strategy, Policy and Regulation</p> <p>Jo Frances, Lead Consenting Advisor, Strategy, Policy and Regulation</p> <p>Tawh Skipper, Senior Advisor Māori, Te Hunga Whiriwhiri</p>
Approvers	<p>Fathima Iftikar, Director Strategy, Policy and Regulation</p> <p>Lian Butcher, Group Manager Environment</p> <p>Monica Fraser, Te Pou Whakarae</p>

He whakarāpopoto i ngā huritaonga Summary of considerations
<i>Fit with Council's roles or with Committee's terms of reference</i> This report deals with matters that directly relate to Council's current statutory obligations and role
<i>Contribution to Annual Plan / Long Term Plan / Other key strategies and policies</i> Resource management is a key work programme across many teams within Greater Wellington and funded through the Long-Term Plan and annual planning cycle.
<i>Internal consultation</i> This report has been drafted by teams across Strategy, Policy, Regulation, Te Hunga Whiriwhiri, Catchment and the Wellington Regional Leadership Committee secretariat. There was no further consultation beyond these teams.
<i>Risks and impacts - legal / health and safety etc.</i> Greater Wellington is legally required to implement the law as set by Parliament. As outlined in the paper, there are significant risks to Māori rights and interests, including Treaty Settlement responsibilities. It is standard practice for Council to submit on Government proposals with minimal risk associated with this process.

Council
11 December 2025
Report 25.518



For Decision

STATEMENTS OF EXPECTATIONS FOR COUNCIL CONTROLLED ORGANISATIONS 2026/27

Te take mō te pūrongo

Purpose

1. To advise Council of the key themes in the Statements of Expectations for various Council Controlled Organisations for the 2026/27 financial year.

He tūtohu

Recommendations

That Council:

- 1 **Approves** the key themes for the Statements of Expectations, for the following Council Controlled Organisations:
 - a. WRC Holdings Limited
 - b. Wellington Regional Stadium Trust
 - c. Wellington Regional Economic Development Agency
- 2 **Delegates** to the Council Chair authority to sign off the final Statements of Expectation for delivery to each Council Organisation.

Te tāhū kōrero

Background

2. Greater Wellington Regional Council (Council) has a number of Council Controlled Organisations¹ (CCOs) which operate under a variety of statutory and legal frameworks. Council has less input or influence over some of these CCOs. The CCOs² covered are:
 - a WRC Holdings Limited (Group includes Greater Wellington Rail Limited and CentrePort Limited) (WRCHL)

¹ Council Controlled Organisations is used as an umbrella term for the purpose of this report to include Council Controlled Organisations, Council Controlled Trading Organisations and other Council Organisations.

² An outline of what each of the CCOs do and their ownership is found here: [Greater Wellington Regional Council – Council-Controlled Organisations \(gw.govt.nz\)](https://www.gw.govt.nz/council-controlled-organisations/)

- b Wellington Regional Stadium Trust³ (WRST)
- c Wellington Regional Economic Development Agency (WellingtonNZ)

Statements of Expectations

3. For CCOs covered by the Local Government Act (WRCHL and WellingtonNZ), the shareholders are able to issue a Statement of Expectations (SOE) under section 64B of the Local Government Act 2002 (LGA).
4. While the SOE may cover relationship and reporting matters, it can also provide an opportunity for shareholders to outline other expectations about the CCO services and its impact on the community. SOEs must be published on the shareholders’ website (section 64B(3)).

Statements of Intent

5. The SOE allows the shareholder to provide clarity and guidance as the CCO prepares its Statement of Intent (SOI). The LGA (section 64) requires every CCO to prepare and adopt a SOI. The SOI (section 64(2)) provides an opportunity to:
 - state publicly the activities and intentions of the council-controlled organisation for the year and the objectives to which those activities will contribute;
 - provide an opportunity for shareholders to influence the direction of the organisation; and
 - provide a basis for the accountability of the directors to their shareholders for the performance of the organisation.
6. To allow shareholder input, Schedule 8, Part 1 of the LGA requires each CCO to produce a draft SOI by 1 March of the year preceding the start of the financial year to which the SOI relates. Shareholders can then provide comment before 1 May to the CCO before the final SOI is presented back to the shareholders prior to the commencement of the relevant financial year. This process is outlined in simple terms in the diagram below:



7. The Wellington Regional Stadium Trust (WRST) is not covered by the LGA provisions. The establishment Funding Deed (January 1998) requires the WRST to provide a draft Statement of Trustee Intent by 1 April each year, to be finalised by 30 June (Section 10). The deed also allows for the settlor Councils (Greater

³ The Wellington Regional Stadium Trust was established under the the Wellington Regional Council (Stadium Empowering) Act 1996. It is a self-contained statutory body. While it is not a CCO it is treated consistently with organisations that are CCOs.

Wellington Regional Council and Wellington City Council) to provide advice on governance issues they wish the Statement of Trustees Intent to address. For ease, the settlor councils have mirrored the LGA timeframes in addressing this process.

Enduring expectations in SOEs

8. There are some overarching and ongoing expectations that apply across all of the CCOs. Enduring expectations for CCOs include:
- meeting best practice governance standards, with board performance reviews and a review of their Board skills matrix both being undertaken on a regular basis
 - ongoing legislative compliance, with a strong focus on health and safety
 - following robust processes at a governance level to identify and manage risks and report these to the shareholder
 - strategic alignment to the four focus areas in Council’s Long Term Plan (LTP) 2024-34 strategic framework:
 - active partnerships with mana whenua and improved outcomes for Māori
 - leading action for climate resilience and emissions reduction
 - holistic approaches to deliver improved outcomes for te taiao
 - improved access to services and equitable outcomes for communities.
 - recognising Greater Wellington’s Te Tiriti o Waitangi obligations and giving effect to Te Whāriki (Greater Wellington’s Māori Outcomes Framework) by proactively engaging mana whenua in decision making and incorporating te ao Māori and mātauranga Māori perspectives, so we can achieve the best outcomes for Māori across all aspects of our region
 - reflecting Council’s expectations that CCOs pay the Living Wage and mitigate the risk of modern slavery in their commercial activities
 - that CCOs will operate under a “no surprises” basis, with their Boards aware of the implications of their decisions across other areas of Council activity and engaging with the shareholder at an early stage on any strategic initiatives.

Specific expectations for the 2026/27 year

9. This report seeks approval for the key themes to be submitted as part of the SOE process. The key themes for each CCO listed below are the specific themes identified for the 2026/27 year. The need for more succinct and targeted expectations has been identified by officers. Duplication of enduring expectations or workstreams that are business-as-usual have been removed from the specific expectations list for 2026/27.
10. The report also seeks to delegate to the Council Chair final sign off and communication of these themes to the relevant CCO before the end of December 2025.

Te tātaritanga

Analysis

Key themes - WRC Holdings Limited (WRCHL)

11. Council is the sole shareholder (i.e. owns 100%) of WRCHL, which in turn owns 100 per cent of Greater Wellington Rail Limited (GWRL) and 76.92% of CentrePort Limited⁴.
12. Council, as the shareholder of WRC Holdings, considers CentrePort to be a strategic asset and a long-term investment.
13. Key themes are:
 - Council expects WRCHL to grow revenue and dividends in line with the Long Term Plan 2024-34 (LTP). WRCHL should continue to work with its subsidiaries to increase these.
 - WRCHL has been asked to develop and propose a new investment strategy and operating model by the end of 2026/27, that maximises returns and identifies new commercial opportunities linked to Council's strategic objectives and assets.
 - WRCHL is to provide strong stewardship of public transport assets via GWRL, including the new LNIRIM Tūhono rolling stock and its infrastructure and the likely strategic bus assets, with a clear oversight of rail network risks.
 - Health, safety and wellbeing remains a core governance priority, with assurance sought that critical risks at CentrePort and GWRL are effectively managed.
 - In keeping with Council's recent Living Wage accreditation, WRCHL is expected to support CentrePort in its progression towards Living Wage accreditation.
 - WRCHL will support and align with appropriate Council regional projects, including the implementation of the Regional Economic Development Plan.
 - Emissions reduction stays a priority for WRCHL and its subsidiaries.

Key themes - WellingtonNZ

14. WellingtonNZ is jointly owned by Wellington City Council (80% shareholding) and Greater Wellington Regional Council (20% shareholding). Greater Wellington Regional Council (Council) has significant interest in the governance of WellingtonNZ and ensuring it meets both its regional and local commitments.
15. The key themes for WellingtonNZ are:
 - Council and Wellington City Council jointly expect WellingtonNZ to take a greater strategic focus on boosting jobs and stimulating spend in Wellington City and the Wellington Region. The Councils expect that

⁴ The SOE issued by Council to WRCHL covers both WRCHL and Greater Wellington Rail Limited. WRCHL then issues a separate SOE directly to CentrePort Limited.

WellingtonNZ will provide a plan that details the changes it will make to prioritise and drive this.

- WellingtonNZ will continue to lead the implementation of the Regional Economic Development Plan, coordinating delivery across agencies and providing regular progress updates.
 - WellingtonNZ will continue to support the implementation of Te Upoko o Te Ika a Māui Commitment as a procurement tool.
 - WellingtonNZ will support the work of Industrial Land Steering Group to ensure a coordinated approach to industrial land use across the region, including supporting future opportunities to attract and market industrial development.
16. The SOE for WellingtonNZ will be sent jointly, combining the expectations highlighted from both Council shareholders, to provide cohesive communication to WellingtonNZ.

Key themes - Wellington Regional Stadium Trust (WRST)

17. The key themes are:
- Council and WCC expect WRST to lead medium to long-term planning for the Stadium's future in terms of asset management, future planning, investment required, and a sustainable financial model. This will be in close collaboration with the Councils and feed into the 2027–37 LTP.
 - WRST is expected to maintain a strong programme of major events that deliver economic, social and community benefits for the city and region.
 - Council expects WRST to develop and implement emissions reduction, aligned with the Council's upcoming updated Emissions Management and Reduction Plan (anticipated by June 2026).
18. The SOE for WRST will be sent jointly, combining the expectations highlighted from both settlor councils, to provide cohesive communication to WRST.

Ngā hua ahumoni

Financial implications

19. There are no financial implications to this report.

Ngā Take e hāngai ana te iwi Māori

Implications for Māori

20. It is an enduring expectation that CCOs maintain an ongoing alignment to the Council's strategic direction, including:
- a Council's Long Term Plan (LTP) 2024-34 focus area of: Active partnerships with mana whenua and improved outcomes for Māori
 - b Greater Wellington's recognition of its Te Tiriti o Waitangi obligations to mana whenua partners and Māori living in our region

- c Greater Wellington’s Te Whāriki (the Māori Outcomes Framework),⁵ which looks to proactively engage mana whenua in decision making, and incorporate te ao Māori and mātauranga Māori perspectives, so we can achieve the best outcomes for Māori across all aspects of our region.

Ngā tikanga whakatau
Decision-making process

- 21. The matter requiring decision in this report was considered by officers against the decision-making requirements of Part 6 of the Local Government Act 2002.

Te hiranga
Significance

- 22. Officers considered the significance of the matter, taking into account Council's Significance and Engagement Policy and Greater Wellington's Decision-making guidelines. Officers recommend that the matter is of low significance due to its administrative nature.

Te whakatūtakitaki
Engagement

- 23. Given the low significance of this matter, no engagement was undertaken.

Ngā tūāoma e whai ake nei
Next steps

- 24. The key themes will be communicated in letters outlining the Statement of Expectations to each CCO.
- 25. The letters will be drafted for the Chair to send before 12 December 2025.

Ngā kaiwaitohu
Signatories

Writer	Jan de Bruin - Kaitohutohu Matua Senior Advisor Company Portfolio and Economic Development
Approver	Sarah Allen – Kaiwhakahaere Matua Head of Company Portfolio and Economic Development Luke Troy – Kaiwhakahaere Matua Rautaki Group Manager Strategy

⁵ <http://tp.gw.govt.nz/assets/LTP-21-31/document/Maori-Outcomes-Framework.pdf>

He whakarāpopoto i ngā huritaonga Summary of considerations
<i>Fit with Council's roles or with Committee's terms of reference</i> Council as shareholder is responsible for identifying content for the Statements of Expectations.
<i>Contribution to Annual Plan / Long Term Plan / Other key strategies and policies</i> CCOs can contribute to delivery of the Council's strategic objectives.
<i>Internal consultation</i> Input and feedback has been sought from across the organisation.
<i>Risks and impacts - legal / health and safety etc.</i> No risks have been identified.

Council
11 December 2025
Report 25.522



For Decision

GREATER WELLINGTON'S QUARTER ONE SUMMARY REPORT 2025/26

Te take mō te pūrongo

Purpose

1. To advise the Council on the financial and non-financial performance of Greater Wellington Regional Council (Greater Wellington) for the first quarter of the 2025/26 financial year (1 July – 30 September 2025).

He tūtohu

Recommendations

That Council:

- 1 **Accepts** Greater Wellington's 2025/26 Quarter One Performance Summary Report as at 30 September 2025 (Attachment 1).

Te tāhū kōrero

Background

2. Quarterly reporting is an internal monitoring tool for tracking progress against Greater Wellington's work programme for 2025/26. This reporting reflects on what is going well, and indicates what issues and risks need to be managed to enable us to achieve what we have committed to in Year Two of the 2024-34 Long Term Plan.
3. A performance summary is presented to Council after the end of the related period (e.g. each quarter), and the Annual Report is presented as a full year wrap up in lieu of a fourth quarter report.

Te tātaritanga

Analysis

4. Greater Wellington's 2025/26 Quarter One Performance Summary Report ([Attachment 1](#)) provides an update on performance during the period of 1 July – 30 September 2025, including:
 - a A high-level summary of Greater Wellington's quarter one highlights and challenges
 - b The status of 2024-34 Long Term Plan non-financial performance measures and 2025/26 Chief Executive's KPIs
 - c An overview of key contributions by Long Term Plan Activity Group

- d Examples of key contributions by Long Term Plan Focus Areas
- e A summary of financial performance
- f A summary of Health, Safety and Wellbeing activities
- g A summary of status and key updates on major projects.

Ngā hua ahumoni

Financial implications

5. There are no financial implications arising from the matter for decision in this report. Greater Wellington's financial performance for the first quarter of the 2025/26 financial year is detailed in Attachment 1.

Ngā Take e hāngai ana te iwi Māori

Implications for Māori

6. 'Active mana whenua partnerships and participation for improved outcomes for Māori' is one of the four Focus Areas of Greater Wellington's strategic direction, agreed to in the 2024-34 Long Term Plan. Attachment 1 includes highlights of activities undertaken during the first quarter of 2025/26 working towards proactive partnerships with mana whenua, giving effect to our Te Tiriti obligations, and improving outcomes for Māori in our Region.
7. The matter for decision is administrative in nature, reporting on work already completed by the Council over the first quarter of 2025/26. As such no engagement has been undertaken with Māori on this matter.

Te huritao ki te huringa o te āhuarangi

Consideration of climate change

8. 'Leading action for climate resilience and emissions reduction' is one of the four Focus Areas of Greater Wellington's strategic direction, agreed to in the 2024-34 Long Term Plan. Attachment 1 includes highlights of relevant activities undertaken during the first quarter of 2025/26.
9. The matter for decision is administrative in nature, reporting on work already completed by the Council over the first quarter of 2025/26, and as such does not impact Council's climate change goals.

Ngā tikanga whakatau

Decision-making process

10. The matter requiring decision in this report was considered by officers against the decision-making requirements of Part 6 of the Local Government Act 2002.

**Te hiranga
Significance**

11. Officers considered the significance (as defined by Part 6 of the LGA) of these matters, taking into account Council's Significance and Engagement Policy and Greater Wellington's Decision-making Guidelines. Officers recommend that the matter for decision is of low significance as it is administrative in nature, reflecting activities already undertaken by the Council.

**Te whakatūtakitaki
Engagement**

12. Due to the low significance of the matter for decision, no engagement was considered necessary.

**Ngā tūāoma e whai ake nei
Next steps**

13. No further action is required.

**Ngā āpitihanga
Attachments**

Number	Title
1	Greater Wellington Quarter One Summary Report as at 30 September 2025

**Ngā kaiwaitohu
Signatories**

Writers	Sam Ripley – Kaitohutohu Matua Senior Advisor Planning and Reporting
Approvers	Tyler Dunkel – Kaiwhakahaere Matua Manager Corporate Planning and Reporting Zofia Miliszewska – Kaiwhakahaere Matua Head of Strategy & Performance Luke Troy – Kaiwhakahaere Matua Rautaki Group Manager Strategy

He whakarāpopoto i ngā huritaonga Summary of considerations
<i>Fit with Council's roles or with Committee's terms of reference</i> One of Council's key governance functions is to review the effectiveness of Greater Wellington's performance. It is also important for public transparency that this review occurs at a Council meeting.
<i>Contribution to Annual Plan / Long Term Plan / Other key strategies and policies</i> Attachment 1 reports on how Greater Wellington is achieving against the expected results for the first quarter of Year Two of its 2024-34 Long Term Plan.
<i>Internal consultation</i> All Business Groups and the Executive Leadership Team were consulted in the preparation of Attachment 1. The report was also reviewed by the Chief Executive.
<i>Risks and impacts - legal / health and safety etc.</i> There are no identified risks or impacts associated with the content or recommendation in this report.

Te Pane Matua Taiao

Greater Wellington Regional Council

Summary of 2025/26 Performance

Quarter One: 1 July to 30 September 2025

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Purpose

To support a 'no surprises' reporting approach by providing Council with an overview of challenges, highlights, and progress made against key measures.

Content of this report

This report summarises Greater Wellington's progress from 1 July to 30 September 2025 – the first quarter of the 2025/26 financial year, and the second year of the 2024-34 Long Term Plan (LTP).

The content of this report includes:

- Summary of highlights and challenges for Greater Wellington;
- Progress against our 2024-34 LTP non-financial performance measures, Chief Executive key performance indicators and status of major projects;
- An overview of the quarter's performance by LTP Activity Group;
- Progress against our 2024-34 LTP Focus Areas;
- Financial performance for the period ending 30 September 2025;
- Organisational health, safety and wellbeing.

Overall highlights

We have hit several milestones in major public transport projects, including progressing the redevelopment of Waterloo Station, and signing contracts for hybrid trains (part of the Lower North Island Rail Integrated Mobility project). We have also sustained progress in environmental habitat restoration, for example increasing numbers of the endangered Australasian Bitterns in the Wairarapa Moana, and successfully dealing with pest incursions into predator controlled areas.

Amidst these successes in delivery of services that matter to communities, Greater Wellington is also working to find significant savings and efficiencies, with a goal of a single-digit rates increase for the 2026/27 budget.

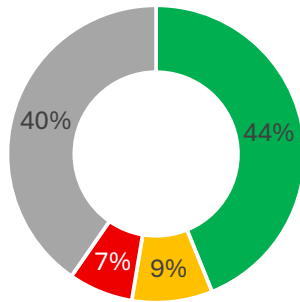
Overall challenges

Funding and cost pressures continue to challenge Greater Wellington and other councils. The challenge of adapting plans and work programmes is made more challenging by significant ongoing change by Central Government to key policies and legislation. Government reforms and compliance changes create uncertainty that strain our planning capacity, with the potential to trigger further consultation and amendments to plans.

Non-financial Performance Indicators

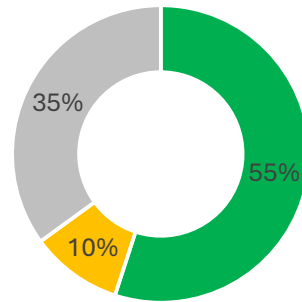
Overall status of LTP measures

■ On track ■ At risk ■ Off track ■ Not measured



Overall status of CE's KPIs

■ On track ■ At risk ■ Off track ■ Not measured



As at 30 September 2025 the overall performance on Long Term Plan Non-Financial Performance Measures (LTP Measures) and Chief Executives Key Performance Indicators (CE KPI's) shows:

- An overall stable level of risk compared to Q1 of previous years.
- Many LTP Measures and CE KPIs are not measured until Q4, as they are dependent on surveying and auditing completed at the end of the financial year. For example, the results of the Metlink passenger satisfaction survey (which is not conducted until May each year) accounts for approximately 15 percent of the LTP Measures
- Common themes for at risk / off track measures include physical infrastructure, such as speed reductions on Metlink services due to track maintenance by KiwiRail and pending consenting to perform gravel extraction for flood protection projects.

For more detailed information see:

- **Appendix One** for the LTP Non-Financial Performance Measures;
- **Appendix Two** for the Chief Executive KPIs; and
- **Appendix Three** for Major Projects.

Snapshot of our 2024-34 Long Term Plan Focus Areas

Greater Wellington identified four key overarching Focus Areas in our 2024-34 Long Term Plan. Below are some examples of our actions during Quarter One that relate to these focus areas.

Active mana whenua partnerships and participation for improved outcomes for Māori

- Mana whenua partnerships strengthened decision-making and co-delivery in the roll-out of the Community Environment Fund in Kāpiti and Te Awa Kairangi.
- Three collaborative workshops were delivered under Porirua Harbour Accord with Ngāti Toa and partners
- Spending with Māori owned businesses in Quarter One was 1.08% of Greater Wellington's total influenceable spend, building towards a 2% end of year target.

Holistic approaches to deliver improved outcomes for Te Taiao

- Kenepuru bus depot design progressed with Ngāti Toa to embed environmental stewardship and sustainable construction practices.
- Waikanae Ki Uta Ki Tai partnership oversaw the movement of fish before gravel works began, rescuing nearly 1,700 fish, including threatened species.

Leading action for climate resilience and emissions reduction

- Contract awarded for Lower North Island Rail Integrated Mobility (LNIRIM) project delivering 18 Battery/Electric hybrid trains for Wairarapa and Manawatū lines.
- Five Electric Articulated Vehicles (EAV) buses ordered for Route 2 in partnership with operator Kinetic.
- Organisational Climate Risk Assessment signed off by the Executive Leadership Team and noted by Council.
- Council endorsed Greater Wellington's response to Porirua Citizens Assembly on Climate and formally communicated back to assembly.

Improving access to services and equity of outcomes through participation with communities

- Accessibility Action Plan 2024 funded and underway delivering accessibility training for operators, station/stop improvements, increase in-person supports, and technology aids.
- Engagement on accessibility working with disability organisations (Blind Citizens, Deaf Aotearoa, i.Lead)
- Engagement on safety and representation including Take 10 CBD safety initiative, Inside Out, and school outreach to deter anti-social behaviour.

Overview of Long Term Plan Activity Group Performance

This section provides an overview of progress made by each Activity Group made during the quarter. See Appendix One for details on each LTP Non-Financial Performance Measure.

Te Taiao | Environment

Quarter One overlaps with our winter planting season, a period when we do a significant amount of restoration work. On the ground, restoration scaled up significantly with over 140,000 indigenous plant seedlings planted, and 17,200 poplar and willow poles distributed across the Region. Our restoration and pest control strategies are showing sustained progress in critical habitats, supporting biodiversity gains such as rising numbers of endangered bittern numbers in Wairarapa Moana. River resilience projects also advanced, with seven of sixteen sites completed under the Flood Resilience Programme and 968 crack willow blockages cleared, restoring 130km of river channel.

Ngā waka tūmatanui | Metlink Public Transport

This quarter we saw positive movement in several aspects of our commuter rail system. We achieved a major milestone in the Lower North Island Rail Integrated Mobility (LNIRIM) project, with the contract now signed for 18 battery-electric trains. These trains are a first in the Southern Hemisphere and will expand our ability to provide low-carbon passenger rail services throughout our region and our neighbouring region to the north.

Ko te mahere ā-rohe me ngā rangapū | Regional Strategy & Partnerships

In preparation for the October 2025 triennial Greater Wellington elections, Greater Wellington conducted a comprehensive election awareness campaign across the themes of “Enrol”, “Stand” and “Vote”. Thirty candidate nominations were received for the elections (2022: 30). An induction programme for incoming Councillors was developed; this programme will be delivered across Quarter Two. At the Central government level, we continue to stay informed of proposed legislative changes. This quarter we lodged a submission on the Local Government (System Improvements) Amendment Bill.

Ngā puna wai | Water Supply

As part of the transition to Metro Water, the Metropolitan Wellington Water Services Delivery Plan was approved and accepted by Central Government. Governance structures were established, including key terms for the Partners Committee, and recruitment for the regional establishment team is underway with a plan to complete the transfer from Greater Wellington to the new entity by July 2026.

Health, Safety and Wellbeing (HSW) Summary

Incident reporting

- Reports in Piko¹ increased from 125 in Quarter Four of 2024/25, to 143 in Quarter One of 2025/26. This increase is comparable to the previous year and is likely driven by seasonal factors such as variable weather conditions and planting activities.
- The rise in Piko reporting is an overall positive indicator of engagement and hazard awareness, and work continues to encourage reporting in PIKO and to improve trust and confidence in the system.

Mental health and wellbeing

- Mental health first responder conversations rose significantly from 60 in Quarter Four of 2024/25, to 100 in Quarter One of 2025/26. Key themes included work and personal stress, workload management, self-esteem, physical health, anxiety, health concerns, parenting, and work-related issues.
- Access to our employee assistance provider has continued to grow since transitioning to our new provider, TELUS, with a total of 62 engagements with the provider in the quarter. These increases are viewed positively, reflecting our ongoing efforts to encourage staff to proactively use wellbeing services to support their mental and emotional health. The transition to TELUS is now completed, with all counselling sessions being lead through this service.

ACC claims

- 11 work injury ACC claims were received during the quarter, with 2 resulting in lost time totalling 38 days, (a shoulder dislocation accounted for eight days, and a sprained ankle resulted in 30 days). Strains and sprains as the result of a slip, trip, or fall continue to be the most common injury. The Health, Safety and Wellbeing team support injured team members and their managers with return-to-work plans and advice.

¹ Piko is a reporting app for logging health and safety incidents. The name PIKO is in reference to “Te piko o temāhuri, tērātetipu o terākau”, the way in which a sapling is shaped and nurtured determines how the tree will grow.

Financial Performance Summary as at 30 Sept. 2025

OPEX

- Grants & Subsidies expenses are \$12m above budget due to Wellington Network Agreement timing, higher indexation payments, and an upfront stadium payment. Grants & Subsidies are expected to finish \$5m above budget primarily from ongoing indexation pressures.
- Consultant/Contractor costs are \$15m below budget from delays in bus corridors, Water ICT, and environment projects. These are forecast to be \$7m below budget driven by Metro Water savings and reduced Natural Resource Plan change costs.

CAPEX

- Capital expenditure is \$36m below budget, mainly due to rephasing of Riverlink works to the second half of the year, timing of Water projects from revised Wellington Water budget phasing, and delays in National Land Transport Plan projects.
- The full year variance of \$0.5m is driven by additional Crown-funded flood resilience work, offset by lower expected spend across Environment, Corporate Services and Water.

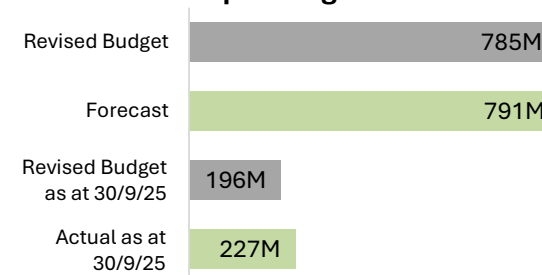
Lower North Island Rail Integrated Mobility (LNIRIM)

- Investment in Greater Wellington Rail Limited (GWRL) is higher by \$22m mainly due to LNIRIM milestone payments occurring ahead of budget phasing.
- In the full year, we are expecting \$11m lower spend and \$10m lower revenue in LNIRIM, following revised milestones agreed in September 2025.

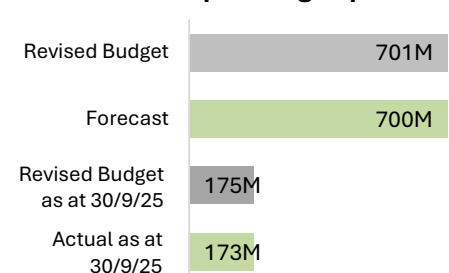
Farebox revenue

- Farebox revenue is currently tracking to the budget.

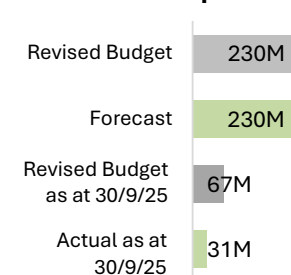
Total Operating Revenue



Total Operating Expenditure



Capital Expenditure



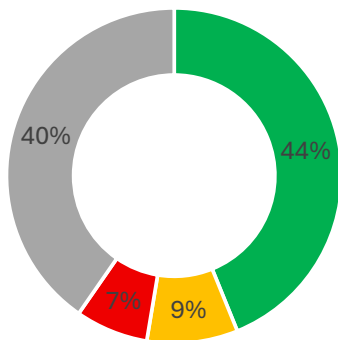
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	Year to date				Full Year			
	Actual \$000s	Revised Budget \$000s	Variance \$000s		Forecast \$000s	Revised Budget \$000s	Variance \$000s	
Operating Revenue								
Rates and Levies	89,497	88,934	563	1%	356,735	355,735	1,000	0%
Grants and Subsidies	102,035	73,722	28,313	38%	291,386	290,495	892	0%
Other Revenue	35,167	33,536	1,631	5%	143,046	138,498	4,549	3%
Total Operating Revenue	226,699	196,192	30,507	16%	791,168	784,727	6,440	1%
Operating Expenditure								
Personnel	27,351	27,975	(624)	-2%	111,693	112,293	(600)	-1%
Grants and Subsidies	87,562	75,347	12,214	16%	307,391	302,334	5,057	2%
Consultants, Contractors and Suppliers	36,034	50,829	(14,795)	-29%	193,633	200,503	(6,869)	-3%
Finance Costs	13,169	11,833	1,336	11%	53,733	51,681	2,051	4%
Depreciation	9,130	8,928	202	2%	33,762	33,762	-	0%
Total Operating Expenditure	173,246	174,913	(1,667)	-1%	700,213	700,573	(360)	0%
Operating Surplus/(Deficit) before other items	53,453	21,280	32,173	151%	90,955	84,154	6,801	8%
Fair Value Movements	(17,999)	-	(17,999)	0%	-	-	-	0%
Operating Surplus/(Deficit)	35,454	21,280	14,174	67%	90,955	84,154	6,801	8%
Capital Expenditure	31,235	66,874	(35,639)	-53%	229,563	230,093	(530)	0%
Investment in Greater Wellington Rail	58,140	35,844	22,296	62%	133,283	143,374	(10,091)	-7%

Appendix One: Long Term Plan Non-Financial performance measures

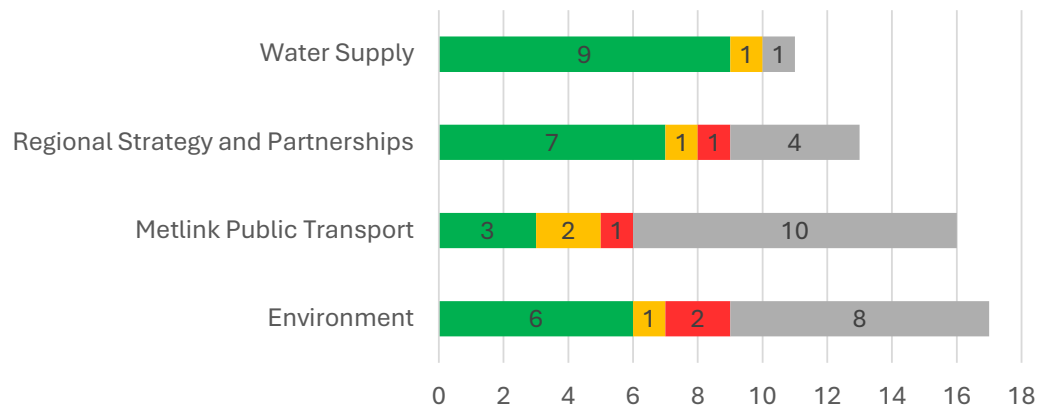
Overall Q1 status of LTP measures

■ On track ■ At risk ■ Off track ■ Not measured



Q1 status of LTP measures by Activity Group

■ On track ■ At risk ■ Off track ■ Not measured



Te Taiao | Environment

Community Outcome	Level of Service	ID#	Performance Measure	Baseline 22/23	25/26 target	Q1 Status	Q1 Result	Q1 Commentary
Thriving Environment	Water quality in the region is maintained or improved	ENV 1	Macroinvertebrate Community Index (MCI) score is maintained or improved	Achieved	Maintain National Objective Framework State A = 6 sites (13%) B = 12 sites (27%) C = 19 sites (42%) D = 8 sites (18%)	Not measured	Measured in Q4	
	Support landowners through incentive funding and advice to develop and implement Farm Environment Plan actions, which maintain or improve water quality by reducing nutrient and sediment discharges or enhancing biodiversity	ENV 2	Percentage of Greater Wellington incentive funding used to advance catchment context priorities or to enhance or protect threatened biodiversity, through completion of high impact actions on private land	94%	90%	Not measured	Measured in Q4	
	Deliver treatment programme on identified erosion-prone land to prevent sediment from entering streams and estuaries to maintain or enhance water quality	ENV 3	Erosion-prone hill country treated	1,405 ha	650 ha	Not measured	Measured in Q4	
	Provide effective environmental	ENV 4	Stakeholders and communities are satisfied	New Measure	Achieved	Not measured	Greater Wellington is reviewing how we prepare and present environmental	

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Community Outcome	Level of Service	ID#	Performance Measure	Baseline 22/23	25/26 target	Q1 Status	Q1 Result	Q1 Commentary
	knowledge and information to stakeholders and communities		with the effectiveness of knowledge and information shared with them					information. Reporting to stakeholders and communities is the subject of group-wide review under the Place-based Knowledge Exchange work programme.
	Monitor high risk/priority resource consents	ENV 5	Percentage of active resource consents identified as high risk and high priority are checked for compliance and marked with a compliance rating	100%	100%	Not measured		Measured in Q4
	Customer satisfaction for the resource consent service	ENV 6	Level of overall satisfaction with consent processing services	4.2/5.0	>4.0	On track	4.2	
	Protect and care for the environment, landscape and heritage	ENV 7	Indigenous species planted	158,000	200,000	On track	140,000	Winter planting is now complete. Will not meet the target of 200,000 plants due to historic contractual obligations and associated budget constraints. Budget is now back on track and planting will be increased in winter 2026.
Connected Community	Customer satisfaction and improved public access	ENV 8	Public satisfaction with experiences in Regional Parks	84%	86%	Not measured		Measured in Q4
Thriving Environment	Provide pest species control services across the region	ENV 9	Provide pest animal and plant management as per Regional Pest Management Plan (RPMP) Operational Plans	Not Achieved	Achieved	On track		Pest Animal and Pest Plant species and site led work all underway and on schedule.
		ENV 10	Provide pest species control services as agreed under Predator Free Wellington (PFW)	Achieved	Working towards absence of PFW	On track		Predator Free Wellington work continues on track at this time

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Community Outcome	Level of Service	ID#	Performance Measure	Baseline 22/23	25/26 target	Q1 Status	Q1 Result	Q1 Commentary
					predators in phase 3 of the project			
	Implement the objectives of the Greater Wellington Biodiversity Strategy	ENV 11	Biodiversity Strategy objectives are being actively progressed by Greater Wellington	Achieved 15 objectives progressed	All 15 objectives progressed	Not measured		Measured in Q4
Connected Community	Collaboration at a catchment scale is increased	ENV 12	Total number of catchment scale collaborations for improving environmental outcomes	21	23	Not measured		Measured in Q4
Resilient Future	Progress towards completion of the RiverLink flood control works	ENV 13	Implement RiverLink in accordance with the Resource Consent Design and agreed Construction Programme	Construction started	Construction is progressed according to Programme	On track		Construction of two rocklines upstream of Melling Bridge progressed, due for completion in October 2025. Procurement underway for L2 rockline. Design work to relocate 33kV/11kV cable is complete, and Greater Wellington have entered into a contract with Wellington Electricity Ltd (WELL) for construction, due to start Nov 2025.
	Provide the standard of flood protection agreed with communities	ENV 14	Major flood protection and control works are maintained, repaired and renewed to the key standards defined in relevant planning documents	Not achieved	Achieved	At risk		All maintenance and capital works are proceeding; however a lack of gravel extraction is compromising the Waikanae River Flood Protection scheme and we are not providing the 1% AEP set in the Flood Management Plan. Global resource consent is needed to permit extraction. Discussions with mana whenua are progressing to enable this.
	Provide information and understanding	ENV 15	Percentage of Greater Wellington-managed	29%	93%	Off track	63%	If all flood hazard modelling projects currently in progress are completed by June 2026, then 81% of mapping will be

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Community Outcome	Level of Service	ID#	Performance Measure	Baseline 22/23	25/26 target	Q1 Status	Q1 Result	Q1 Commentary
	of flood risk in the community		watercourses with current flood hazard mapping					current. The gap from the intended target of 93% is due to some older flood models reaching the maximum 15-year age requirement.
	Manage the safety of marine activities in the region's waters	ENV 16	Maintain and operate our navigation aids to the relevant international standard for reliability in accordance with the Asset Management Plan	98.1%	100%	On track		An older light on Matiu / Somes Island was replaced with an LED light in response to a nighttime outage. Shipping was informed via Harbour Radio, with no issues or incidents resulting from the outage.
		ENV 17	Meet criteria and consider recommendations of the self-assessment in compliance to the Port and Harbour Marine Safety Code	Achieved	Receive positive feedback from 4-year external review	On track		Self-assessment of compliance with Port and Harbour Marine Safety Code was completed, with an overall positive result. A peer review of our compliance is scheduled for May 2026.

Ngā waka tūmatanui | Metlink Public Transport

Community Outcome	Level of Service	ID#	Performance Measure	Baseline 22/23	25/26 target	Status	Results	Commentary
Connected Community	Provide a consistent and high quality customer experience across the public transport network	MPT 1	Passengers' overall satisfaction with the Metlink public transport (BUS)	Bus 92%	Bus 94%	Not measured		This is an annual measure. Results are determined by way of an annual passenger satisfaction survey undertaken in May each year.
		MPT 2	Passengers' overall satisfaction with the Metlink public transport (RAIL)	Rail 94%	Rail 96%	Not measured		This is an annual measure. Results are determined by way of an annual passenger satisfaction survey undertaken in May each year.
		MPT 3	Passengers' overall satisfaction with the Metlink public transport (FERRY)	Ferry 97%	Ferry 98%	Not measured		This is an annual measure. Results are determined by way of an annual passenger satisfaction survey undertaken in May each year.
		MPT 4	Passenger satisfaction with convenience of paying for Metlink public transport	87%	87%	Not measured		This is an annual measure. Results are determined by way of an annual passenger satisfaction survey undertaken in May each year.
		MPT 5	Passenger satisfaction with Metlink information currently available	75%	87%	Not measured		This is an annual measure. Results are determined by way of an annual passenger satisfaction survey undertaken in May each year.
		MPT 6	Passenger satisfaction with Metlink public transport being on time	69%	>82%	Not measured		This is an annual measure. Results are determined by way of an annual passenger satisfaction survey undertaken in May each year.
		MPT 7	Percentage of scheduled bus trips that depart their timetabled starting location	94.4%	95%	On track	95.8%	Punctuality target met

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Community Outcome	Level of Service	ID#	Performance Measure	Baseline 22/23	25/26 target	Status	Results	Commentary
			on time (punctuality) – to 5 minutes					
		MPT 8	Percentage of scheduled bus services delivered (reliability)	92.4%	98%	On track	99.8%	
		MPT 9	Percentage of scheduled rail service delivered on-time (punctuality) – to 5 minutes	80%	95%	Off track	81.7%	Speed restrictions due to track maintenance needs continue to impact our passenger rail services. Most of the disruptions/delays experienced are due to speed restrictions, in particular on the Kāpiti and Hutt Valley Lines.
		MPT 10	Percentage of scheduled rail services delivered (reliability)	91.1%	99.5%	At risk	99.45%	Rail reliability has significantly improved over the course of the quarter, resulting from improvements in operator staff availability.
Promote and encourage people to move from private vehicles to public transport		MPT 11	Annual Public Transport boardings per capita	61.9	66	On track	69.8	Target met, reflecting an increase in patronage and latest population forecasts for the region.
Provide fit-for-purpose vehicles, infrastructure and services to continually deliver a high quality core network that meets ongoing demand		MPT 12	Percentage of passengers who are satisfied with the condition of the station/stop/wharf	91%	89%	Not measured		This is an annual measure. Results are determined by way of an annual passenger satisfaction survey undertaken in May each year.
		MPT 13	Percentage of passengers who are satisfied with the condition of the vehicles (fleet)	94%	>94%	Not measured		This is an annual measure. Results are determined by way of an annual passenger satisfaction survey undertaken in May each year.

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Community Outcome	Level of Service	ID#	Performance Measure	Baseline 22/23	25/26 target	Status	Results	Commentary
Resilient Future	Gross emissions for Metlink’s public transport fleet will be minimised, reducing the offsets required to reach net carbon neutrality	MPT 14	Tonnes of CO2 emitted per year on Metlink Public Transport Services	21,019 tonnes *2021/22 verified result	17,900 tonnes	Not measured		Measured end of year as part of the overall audit of Greater Wellington’s emissions.
	Maintain and improve access to public transport for all	MPT 15	Percent of people within 500m of an all day, 7 day a week public transport service with minimum 60 minute daytime frequency	74.4%	Increase on baseline	Not measured		Measured end of year
Connected Community	Increased patronage of PT by disabled people (people with an activity limitation)	MPT 16	Increased boardings by people that use the Accessible Concession (as a percent of total boardings)	New measure	1.5%	At risk	1.14%	While this quarter's result shows a slight increase, it is tracking below the end of year target for 25/26. A recent Te Hunga Whaikaha Total Mobility Survey provides insights into user aspirations to use, and difficulties with using public transport. The survey, along with complaints data are being used to identify and prioritise improvements for customers.

Ko te mahere ā-rohe me ngā rangapū | Regional Strategy & Partnerships

Community Outcome	Level of Service	ID#	Performance Measure	Baseline 22/23	25/26 target	Q1 Status	Q1 Result	Q1 Commentary
Resilient Future	Reduction of Greater Wellington's gross organisational greenhouse gas emissions	RSP 1	The organisation's total tonnes of CO2 equivalent emissions (gross)	48,438 *2021/22 verified result	31,700	Not measured		2025/26 emissions results will not be calculated until the end of financial year. Final verified result for 2024/25 was 32,438 tonnes, an increase on the previous year. At the end of quarter one, it is unclear whether emissions will increase or decrease.
	Greater Wellington as an organisation and as a Region has planned the steps they will take to adapt to climate change	RSP 2	Greater Wellington will deliver an Organisational Climate-related risk Assessment and an Organisational Adaptation Plan and will have worked with others to deliver a Regional Climate Adaptation Framework	New measure	Regional Adaptation Framework completed Organisational Adaptation Plan completed	On track		The project to deliver the Organisational Climate Adaptation Plan kicked off this quarter. Progress is being made on the Geospatial Resilience Information Tool (GRIT), and Framework workstreams of the Regional Adaptation Project.
	Wellington Regional Leadership Committee provides a forum for regional alignment and shared work programmes	RSP 3	As the Administering Authority, Greater Wellington will ensure the Committee has an agreed annual work programme and regular progress reporting	Work programme agreed by January 2024	Work programme agreed by January 2025 Annual Report prepared by October 2025	On track		The Wellington Regional Leadership Committee (WRLC) work programme for 2026 and the Annual Report for 2025 are being prepared with input from across the Council's Senior Staff Group.
	Maintain a state of readiness of the Emergency Coordination Centre (ECC) function that is appropriately staffed and	RSP 4	Greater Wellington will meet the emergency management workforce capability and capacity targets.	78 trained people ready to work in the ECC	82	At risk		While the number of staff completing training is on track, our ability to appropriately staff the Emergency Coordination Centre (ECC) when activated is at risk due to availability of appropriately trained staff to be deployed. This is due to a combination of factors and work is underway with the Executive Leadership Team to address this.

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Community Outcome	Level of Service	ID#	Performance Measure	Baseline 22/23	25/26 target	Q1 Status	Q1 Result	Q1 Commentary
	equipped to respond to an emergency							
		RSP 5	Greater Wellington will have fit for purpose response and recovery platforms including an ECC function, technology, and tools	100% of readiness checks completed	100% of readiness checks completed	On track		Readiness checks have been completed. An issue has been identified with the ECC mobile phone handsets which require replacement - this will be actioned once the total numbers required and estimated costs are known.
	Greater Wellington (GW) will partner with the Councils in the Wellington Region to enable the Wellington Region Emergency Management Office (WREMO)	RSP 6	Greater Wellington will comply with their part of the WREMO Partnership Agreement	Ensure full GW compliance with the Partnership Agreement.	Ensure full GW compliance with the Partnership Agreement.	On track		Agreed roles and responsibilities in the joint services agreement are being met.
Connected Community	Regional transport, planning, leadership, advice, and coordination to guide development and delivery of an integrated, multi-modal regional transport network	RSP 7	Wellington Regional Land Transport Plan is prepared and updated in accordance with the LTMA and central government guidance	Achieved	Achieved	On track		Commenced Phase 3 of developing the Regional Land Transport Plan (RLTP) 2027. Phase 3 is the Future Network Plan.
		RSP 8	Increase in regional public and active transport mode share	34%	Increase	Not measured		Measured annually through Regional Land Transport Plan (RLTP) Annual Monitoring Report. Figures for the 2024/25 Annual Report indicated no change in the overall result over the previous 12 months, and at

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Community Outcome	Level of Service	ID#	Performance Measure	Baseline 22/23	25/26 target	Q1 Status	Q1 Result	Q1 Commentary
								this stage this trend is likely to continue through 2025/26.
Resilient Future	Timeliness of responses to requests for official information	RSP 9	Percentage of logged official information requests responded to in accordance with statutory deadlines	New measure	100%	Off track	95%	144 official information requests were responded to in Q1. Of these, seven were late. One was late by one day, due to an administrative error. The remaining six late responses were due to a system error which automatically filtered and deleted a number of emails to the Greater Wellington 'info' mailboxes, which meant those requests were not logged for response. Officers only became aware of those requests when the requesters subsequently complained that they had not received a response.
Connected Community	Effective Partnering with mana whenua	RSP 10	Mana whenua report evidence of strong partnership arrangements and progress towards positive outcomes	Success determined through annual partnership health check	Achieved	On track		Mana Whenua report on Partnership Health through Annual Tūāpapa Funding reporting. Tiriti centric ways of working for partnership outcomes have been noted and provided a strong foundation for collaboration and partnership
	Engagement for equitable outcomes	RSP 11	Greater Wellington complete the audit recommendations arising from independent Te Tiriti o Waitangi Audit	New Measure	66% of audit response actions are complete	At risk		Audit recommendations are being assigned to relevant Group Managers for progress, Te Whāriki strategic plan will bring the progress together.
	Supporting strong, prosperous and resilient Māori communities	RSP 12	Greater Wellington will increase its proportion of workforce that self-identify as Māori year-on-year	New measure	Achieved	Not measured		To be measured in Q4.
		RSP 13	Greater Wellington will increase its proportion of	New measure	Achieved	On track	1.08%	6 new verified Māori owned businesses identified this quarter, bringing the total

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Community Outcome	Level of Service	ID#	Performance Measure	Baseline 22/23	25/26 target	Q1 Status	Q1 Result	Q1 Commentary
			spend with Māori businesses year-on-year					number up to 64 active Māori owned businesses.
Support a capable workforce		RSP 14	Annual increase on % of staff who have completed Māori capability training modules	45%	75%	Not measured		

Ngā puna wai | Water Supply

Community Outcome	Level of Service	ID#	Performance Measure	Baseline 22/23	25/26 Target	Q1 Status	Q1 Result	Q1 Commentary
Thriving Environment	Provide water that is safe and pleasant to drink	WS 1	The extent to which the local authority's drinking water supply complies with bacteriological drinking water standards	Non-compliant	100%	On track	98%	The Waterloo Water Treatment Plant is non-compliant with the new Drinking Water Quality Assurance rules due to insufficient contact time with chlorine for water for approximately 800 households. Funding has been provided by Hutt City Council in their Long-Term Plan to address this issue, and the water remains safe to drink.
		WS 2	The extent to which the local authority's drinking water supply complies with protozoa drinking water standards	Non-compliant	100%	At risk	Partially Met (91.67%)	The Waterloo Water Treatment Plant remains non-compliant with the relevant treatment rules due to insufficient contact time with chlorine for approximately 800 households in Lower Hutt, closest to the Plant. Projects underway to allow closure of cross connections which once complete will achieve 100% compliance.
		WS 3	The total number of complaints received about drinking water taste, clarity, odour, water pressure or flow, continuity of supply or the response to any of these issues; expressed per 1000 connections	0	0	Not measured		While there were no complaints reported, at present we would not be able to distinguish complaints logged by Greater Wellington from complaints logged by other councils. Further system improvements are needed to be able to report where locations were logged from.
		WS 4	Number of waterborne disease outbreaks	0	0	On track	0	No outbreaks occurred.
Resilient Future	Provide a continuous and bulk water supply	WS 5	Average consumption of drinking water per day per resident within the TA districts	398L/d/p	<375L/d/p	On track	372.6 L/d/p	Significant demand reduction achieved in last 12 months thanks to increased investment from city councils in finding and fixing leaks.
		WS 6	The percentage of real water loss from the local authority's networked reticulation system	0.03%	+/-0.25%	On track	0.11%	Approximately 15 Mega Litres (ML) of Non-Revenue Water estimated in Q1 : -About 4.7 ML scoured from new Silverstream bridge/branch valves installation project; -About 4.1 ML scoured from the installation

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Community Outcome	Level of Service	ID#	Performance Measure	Baseline 22/23	25/26 Target	Q1 Status	Q1 Result	Q1 Commentary
								of the first seismic coupler at the rocky point chamber project; -About 1.8 MLD of NRW as Churton park reservoir had valve control issues resulting in overflow; -The remaining 4.4ML scoured from WTPs regular maintenance operations
		WS 7	Response times to attend urgent call-outs in response to a fault or unplanned interruption to the network reticulation system - time to reach site (minutes)	Time to reach site: 0 min (no urgent callouts)	Time to reach site <90min	On track	0	No Event.
		WS 8	Response times to attend urgent call-outs in response to a fault or unplanned interruption to the network reticulation system - time to confirm resolution (hours)	Time to confirm resolution: 0 hours (no urgent callouts)	Time to confirm resolution <8hours	On track	0	No Event.
		WS 9	Response times to attend non-urgent callouts in response to a fault or unplanned interruption to the network reticulation system	Time to reach site: 0 hours (no nonurgent callouts)	Time to reach site <72 hours	On track	0	No Event.
		WS 10	Number of events in the bulk water supply preventing the continuous supply of drinking water to consumers	0	0	On track	0	No Event.
		WS 11	Sufficient water is available to meet normal demand except in a drought with a severity of greater than or equal to 1 in 50 years	6.70%	<2%	On track	0.90%	The Wellington metropolitan water supply has returned to achieving the water shortage level of service. This is due to a significant reduction in network water loss and an increase in supply capacity following completion of the Te Marua WTP Optimisation project. The risk is assessed as the likelihood of reaching Level 4

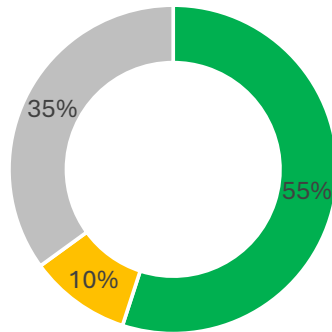
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Community Outcome	Level of Service	ID#	Performance Measure	Baseline 22/23	25/26 Target	Q1 Status	Q1 Result	Q1 Commentary
								restrictions (refer to the Water Shortage Risk Management Plan).

Appendix Two: Chief Executive’s KPIs

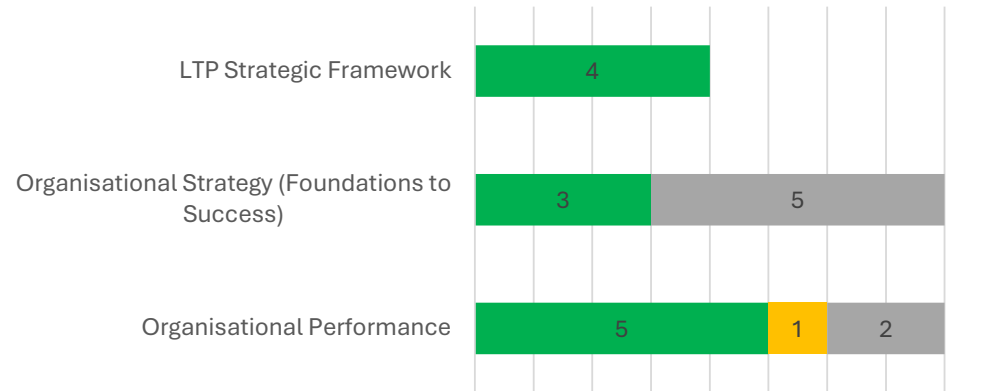
Overall status of CE’s KPIs

■ On track ■ At risk ■ Off track ■ Not measured



Status of CE's KPIs by section

■ On track ■ At risk ■ Not measured



Section One: LTP Strategic Framework

Focus area	#	Performance indicator	Measures will include	Status	Results and commentary
Leading action for climate resilience and emissions reduction	1	The CE enables Greater Wellington to take a consistent and proactive approach to the consideration of climate mitigation and adaptation in decision-making	Strategy <ul style="list-style-type: none"> Internal behaviour change framework implemented including tools, guidance, and training reviewed 	On track	Review of climate change consideration guidance and practice started. Project plan approved.
Active mana whenua partnerships and improved outcomes for Māori	2	The CE is enabling Greater Wellington to position itself to give effect to Te Tiriti o Waitangi which creates the conditions for rangatiratanga and mana Motuhake	Te Hunga Whiriwhiri <ul style="list-style-type: none"> Wānanga Te Tiriti audit implementation Te Whāriki implementation 	On track	Te Whāriki strategic plan (including audits) on track, key activities have been allocated to the relevant Group Managers to undertake and a paper to ELT will outline the approach in more detail early in Q2.

Attachment 1 to Report 25.522

Focus area	#	Performance indicator	Measures will include	Status	Results and commentary
Improved access to services and equity of outcomes for communities	3	The CE is actively working toward ensuring equitable practices and actions are pursued by the organisation, leading to positive, equitable outcomes for the community	<p>Metlink</p> <ul style="list-style-type: none"> Metlink’s accessibility metrics Developing a plan for a network of fully accessible public transport routes and accessible public transport hubs, aligned with the goals of the Accessibility Action Plan <p>Corporate Services</p> <ul style="list-style-type: none"> Achieve at least 2% spend with Māori businesses across Greater Wellington 	On track	<p>Accessibility Metrics - boardings While this quarter's result (1.14%) shows a slight increase on the 2024/25 result (1.12%), it does not meet the 2025/26 target (1.5%). Note the recent Te Hunga Whaikaha Total Mobility Survey provides insights into user aspirations to use, and difficulties with using public transport. The survey along with complaints data helps us identify and prioritise improvements for customers.</p> <p>Accessibility Metrics - Te Hunga Whaikaha Total Mobility Survey In late August 2025, Metlink received the results from the Te Hunga Whaikaha Total Mobility Survey undertaken by GravitasOPG over May/June 2025. This year there were 1,370 respondents. The results of the Survey show that 98% of respondents provided a positive response in relation to their overall satisfaction with the service, of the 98%, 39% of respondents said that the service was ‘Excellent’.</p> <p>Development of plan for network of fully accessible public transport route Metlink has identified stations targeted for accessibility improvements in the 2025/26 and 2026/27 financial years using Accessibility Action Plan funding.</p> <p>Spend with Māori businesses - In Q1 Greater Wellington achieved 1.08% of eligible spend with Māori businesses (1.3 million), against the end of year target of 2%. Most of this spend was related to flood resilience projects. 6 new Māori businesses were added to Ngātahi, bringing the total number active businesses to 64.</p>

Attachment 1 to Report 25.522

Focus area	#	Performance indicator	Measures will include	Status	Results and commentary
Holistic approaches to deliver improved outcomes for te Taiao	4	The CE will ensure that Rōpū Taiao is progressing the design and delivery of catchment approaches to enhance achievement of te taiao outcomes	Environment <ul style="list-style-type: none"> The six catchment-based focus areas achieve their key integrated catchment plan milestones** 	On track	<p>Progress is on track to deliver on the six catchment-based focus area milestones, including:</p> <ul style="list-style-type: none"> Porirua: Initial prioritisation of Porirua Harbour Accord actions completed under leadership of Ngāti Toa, working with PCC, WCC, WWL, community groups, industry and others. Three successful collaborative workshops held in Q1 with strong positive feedback received. Kāpiti: <ul style="list-style-type: none"> Waikanae Ki Uta Ki Tai governance group received a report outlining intended activities for each objective for 25/26 and progress for first quarter. Due to erosion, gravel protection work was undertaken on Te Awa Waikanae with support from partners. The mahi included nearly 1700 fish, including threatened species, being rescued prior to the works taking place Otaki: Staff are preparing internally to plan engagement with Ngā Hapu o Ōtaki and the community to provide an update on the Waipuke report, including the outcomes of subsequent modelling that GW has delivered in response to the recommendations. This includes planning for how these impacts on levels of service and options for managing flood events. Te Whanganui-a-Tara: Te Rūnanganui o Te Āti Awa Ki Te Upoko o Te Ika a Māui Inc led a successful first Waiwhetū Wānanga with mana whenua leadership, GW and HCC staff to discuss considerations and approach for an integrated catchment action plan. Wairarapa Coast: Strategic hui held with the board of the Wairarapa Catchment Collective and progress made on a 12-

Attachment 1 to Report 25.522

Focus area	#	Performance indicator	Measures will include	Status	Results and commentary
					<p>month joint plan, with aligned priorities and programmes. Work underway with Hura Whenua (Rangitāne-led) to co-design approach for catchment plans/awa plans.</p> <ul style="list-style-type: none"> • <i>Ruamāhanga</i>: Focused work on partnership agreements with mana whenua is creating the conditions for strategy and planning conversations to occur. Partners have agreed to work on the Terms of Reference and scope for the Wairarapa Moana Wetlands Coordination group in Q3. Work continues on operational catchment planning and alignment. Support provided to Wairarapa Moana Statutory Board.

Section Two: Organisational Strategy (Foundations to Success)

Priority	#	Performance indicators	Measures will include	Status	Results and commentary
Strong and positive culture <ul style="list-style-type: none"> • Our leaders are visible, strategic, and empowering • Our values are clear and lived by our people • Our people feel they belong at Greater Wellington and our diversity is celebrated 	5	Demonstrated leadership as the CE internally and externally, including: <ol style="list-style-type: none"> observed behaviours and visibility within the organisation sector leadership across the Greater Wellington rohe regional council/Te Uru Kahika sector leadership responsiveness and accessibility to Councillors. 	CE’s Office <ul style="list-style-type: none"> • As assessed by the Chair and the Chief Executive Employment Review Committee 	Not measured	The Chief Executive Employment Review is carried out in Q2 and Q4.
	6	Our new organisational values are known and understood by staff	People and Culture <ul style="list-style-type: none"> • Score above 4.0 for the engagement survey question: I have a good 	Not measured	Next survey scheduled for 4 November 2025, results to be reported in Q2 report.

Attachment 1 to Report 25.522

Priority	#	Performance indicators	Measures will include	Status	Results and commentary
			understanding of our organisational values		
Successful people <ul style="list-style-type: none"> • Our people are capable and supported to be successful • Our people are highly engaged • Health, safety, and wellbeing are an active choice and instinctive in the way we work 	7	Our ethnicity and gender metrics increasingly reflect the region's communities.	People and Culture <ul style="list-style-type: none"> • Improving upon the new ethnicity baseline data • Continue to increase ethnic and gender diversity across the workforce 	On track	<p>The endorsement and release of the 2025-31 Diversity, Equity and Inclusion Plan is a huge step towards better ethnic representation across the business. Specifically, the plan includes a focus area of "Building a Diverse Workforce outlines work which will work on bringing our staff ethnicity representation closer to the regional ethnicity representation."</p> <p>Our gender balance remains stable and in a favourable position, with staff engagement survey results indicating no significant difference between men and women.</p>
	8	Our people feel that Greater Wellington is a place they belong	People and Culture <ul style="list-style-type: none"> • Maintain or increase the score of 4.10 for the engagement survey question: Greater Wellington is a place I feel I belong • We have comparable engagement across gender groupings 	Not measured	Next survey scheduled for 4 November 2025, results to be reported in Q2 report.
	9	Chief Executive-driven Health, Safety and Wellbeing (HSW) culture. Greater Wellington and Chief Executive HSW due diligence obligations are demonstrated.	People and Culture <ul style="list-style-type: none"> • Two ELT visits to field locations to review HSW processes and risks • A high-level report on these field trips is included in a report to the Finance, Risk and Assurance Committee 	On track	ELT has agreed on a schedule of site visits for 2024/25, which are currently being arranged to take place over the next three quarters.

Attachment 1 to Report 25.522

Priority	#	Performance indicators	Measures will include	Status	Results and commentary
	10	Gallup overall employee engagement index.	People and Culture <ul style="list-style-type: none"> Improvement on the 2024/25 result of 4.17 	On track	The next annual survey is planned for May 2026.
Integrated and effective ways of working <ul style="list-style-type: none"> Our policies, processes, systems, support, and change management are effective and user centric Our thinking, information, planning and delivery is integrated Our decisions are well-informed and made at the right level 	11	ELT is enabling integrated decision-making by Council through the consistent provision of joined-up organisational advice.	CE's Office <ul style="list-style-type: none"> As reported by Councillors 	Not measured	Assessed in Q2 and Q4 as part of the Chief Executive's Employment Review.
Purposeful and trusted relationships <ul style="list-style-type: none"> Our partnerships with mana whenua are strong We listen to our communities to better understand what they need Our key relationships are clear and we maximise potential We make it easy for stakeholders and communities to work and engage with us, and find our information 	12	Regular one-on-one meetings with CEs of selected territorial authorities in the region, iwi, the regional sector group and operators to build trust and explore partnership opportunities.	CE's Office <ul style="list-style-type: none"> Regular scheduling and reporting on meetings 	Not measured	Assessed in Q2 and Q4 as part of the Chief Executive's Employment Review.

Section Three: Organisational Performance

Priority	#	Performance indicators	Measures will include	Status	Results and commentary
Organisational excellence <ul style="list-style-type: none"> Greater Wellington fulfils its obligations fully to deliver value for money to its communities. Greater Wellington supports effective democratic participation and governance through a successful 2025 election awareness campaign – including the Māori Constituency poll – and a comprehensive induction programme for elected members. 	13	Proportion of 2024-34 Long Term Plan non-financial performance measures that are ‘Achieved’ is 80% or above.	Strategy <ul style="list-style-type: none"> At least 80% are ‘Achieved’ 	At risk	As there are a substantial number of LTP measures that are measured only in Q4, this KPI also cannot be measured until Q4. However, based on previous years’ results we are unlikely to hit the 80% mark. Previous years’ show that we achieve approximately 65% of our measures. However, some of the measures not achieved typically come very close to target or show a consistent trend of improvement year-on-year. These additional achievements are communicated to the public in the Annual Report.
	14	Percentage of major projects with an overall “green” rating (on track in terms of schedule, budget, managing risks and issues, health and safety, stakeholders, and resources) is 70% or above.	Corporate Services <ul style="list-style-type: none"> At least 70% are ‘green’ 	On track	For projects categorised as major, 10 out of 13 projects in delivery (77%) are green, 2 projects (15%) are amber, and one (8%) is red. Most projects have ‘go to green’ plans in place and therefore we anticipate achieving the objective this year.
	15	Identified significant uncertainties/risks are addressed through ELT and prioritised for action to reduce risk.	CE’s Office <ul style="list-style-type: none"> As reported by the CE 	Not measured	Assessed in Q2 and Q4 as part of the Chief Executive’s Employment Review.
	16	Compliance with Greater Wellington’s statutory responsibilities and Council policies	Finance and Risk <ul style="list-style-type: none"> Annual Legal Compliance Survey 	On track	Survey completed and will be reported by the Legal team.

Attachment 1 to Report 25.522

Priority	#	Performance indicators	Measures will include	Status	Results and commentary
	17	Financial performance of Council and major projects including the development and implementation of an ongoing programme, commencing in the 2025-2028 triennium, of financial “deep dives” involving Councillors, into significant cost centres	Finance and Risk <ul style="list-style-type: none"> Quarterly financial reports 	On track	Reporting complimented by exiting councillors noting the improvement in the last three years. Conversations on requirements for new triennium will take place in Q2.
	18	A quantitative survey of candidates, and metrics on campaign reach demonstrate an effective election awareness campaign	Strategy <ul style="list-style-type: none"> A comprehensive awareness election campaign across the themes of “Enrol”, “Stand” and “Vote” is conducted 	On track	The survey was completed, and metrics are being compiled for reporting later in the year.
	19	A survey of Councillors shows that Councillors feel well inducted into undertaking their Councillor responsibilities	Strategy <ul style="list-style-type: none"> All Councillors are provided with information necessary to assume their governance and representative responsibilities 	On track	A comprehensive Induction Programme has been developed by a cross-organisational steering group and project team. The programme has been designed to provide the clear, consistent and integrated information to the Council to set them up for success for the triennium. The induction programme will be delivered across Quarter Two, and a post-induction survey will be undertaken in Quarter Three to understand how the councillors found the experience.
Reputation Enhance the reputation and relevance of Greater Wellington in the region.	20	Community perception of trust, leadership, fairness, and social responsibility as measured by the Verian brand tracker (Reputation Index)	Strategy <ul style="list-style-type: none"> Maintain or improve the overall reputation scores from 2024/25 <ul style="list-style-type: none"> GW: 27% (F) 56/100 (R) Metlink: 60% (F) 55/100 (R) 	Not measured	The annual community research survey will take place later in the year.

Appendix Three: Major Projects

Summary updates

- 77% (10 out of 13) of Major Projects are rated Green, indicating they are on track and proceeding as expected.
- Two projects are rated Amber, indicating that issues are being managed at project governance level.
- One project (Metlink – National Ticketing System) is rated Red, indicating that issues being managed at ELT level.

Metlink National Ticketing System: Integrated Fares and Ticketing programme for the design and delivery of an integrated electronic ticketing solution, the National Ticketing Solution (NTS), for Greater Wellington.

- The overall status has remained Red in this quarter due to continued delays with the provision of the required Cubic Technology and the ongoing development of an integrated plan across Greater Wellington, Cubic and NZTA. Planning is well progressed to remedy this issue.
- GO-TO-GREEN PLAN: Ongoing discussions continue between GW, NZTA, and the software vendor to address these issues and set in place a revised timeline for the programme. Once the plan is complete, we anticipate the programme status will move to Amber.

RiverLink: RiverLink extends from Kennedy Good Bridge to Ewen Bridge, and it combines Greater Wellington led flood protection works with components of the Hutt City Council led Making Places Project and the NZTA led Melling Transport Improvements Project.

- The construction programme is on track and progressing according to the programme plan. The current LTP budget only funds the programme till June 2027, after which a shortfall is expected.
- GO-TO-GREEN PLAN: A funding memo is being developed to support the business case and enable submission of a revised CAPEX budget through the LTP. The cost estimate will be refined in Q2, ahead of the LTP application process in Q3/Q4.

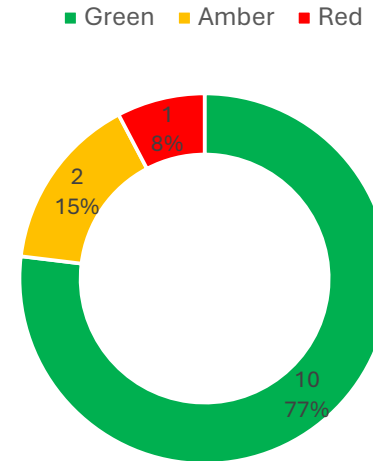
Transport Services Procurement Programme: A rolling 9-year programme tasked with the procurement of Metlink's Bus, Rail and Ferry service contracts.

- The overall status is at Amber due to ongoing uncertainty around the Tranche 1 depot development approach. This has delayed the finalisation of tender documents and the market engagement strategy.
- GO-TO-GREEN PLAN: To accommodate the delay, the transition period has been reduced from 18 months to 24 months to make up the time with no impact to schedule.

Attachment 1 to Report 25.522

Green – On track (10 / 77%)
Flood Resilience Tranche 1
ICT Strategy
Kauri Street Bus Depot (Stage One)
Local Water Done Well
Lower North Island Rail Integrated Mobility (LNIRIM)
Regional Land Transport Plan
Regional Policy Statement (RPS) Change Programme
Toitū Te Whenua Parks Network Plan - Restoration Programme implementation
Whakawhirinaki – Silverstream Water Bridge and Shared Path
Te Marua WTP Capacity Upgrade
Amber – Issues being managed at project governance level (2 / 15%)
RiverLink
Transport Services Procurement Programme
Red – Issues being managed at the CE / ELT level (1 / 8%)
Metlink - National Ticketing Solution

Status of Major Projects



Council
11 December 2025
Report 25.519



For Information

FINANCE REPORT UPDATE – OCTOBER 2025

Te take mō te pūrongo

Purpose

1. To provide Council with Greater Wellington Regional Council's (Greater Wellington) summary financial reports for the period ended 31 October 2025.

Te tāhū kōrero

Background

2. Council is responsible for overseeing and evaluating Greater Wellington's performance.
3. Regular review of financial results is needed for effective management enabling informed decision making, performance evaluation, and for compliance and accountability while highlighting potential risks to assets and services.
4. This report and Attachment 1 provide a summary of the financial performance of Greater Wellington's activities for the four months to 31 October 2025. All amounts in this report and attachment are GST exclusive.

Te tātaritanga

Analysis

5. The result to end of October 2025 is a \$50 million operating surplus before fair value movements. Greater Wellington had budgeted for an operating surplus of \$28 million. The main drivers for the variance are outlined below.

Operating Revenue

6. Total Year-to-Date Operating Revenue is \$19 million higher than budgeted. The following paragraphs provide an explanation for this.
7. Grant and subsidies revenue is higher by \$16 million, primarily due to payments received earlier than budgeted for Lower North Island Rail Integrated Mobility (LNIRIM) and Crown funding for flood resilience CAPEX that was not included in the budget. In the full year forecast, LNIRIM is expected to receive \$10 million lower revenue following revised milestones. This is offset by higher revenue expected from indexation payments on bus contracts and Crown funding for flood resilience CAPEX.

8. Fees, charges and other revenue are \$2 million higher than budgeted, primarily due to revenue received ahead of schedule for various environment initiatives and Treasury's higher interest revenue.
9. By year-end, we are expecting \$7 million higher revenue, driven by interest revenue from prefunding, additional subvention payments from CentrePort, and internal revenue received by Akura for supplying plants for the Flood Resilience project.

Operating Expenditure

10. Total Year-to-Date Operating Expenditure is \$4 million lower than budgeted. The following paragraphs provide an explanation for this
11. Contractors and consultants' spending is \$18 million below budget from delays in bus corridors, the Greater Wellington contribution to the Metro Water/Tiaki Wai programme, and environment projects. These are forecast to be \$6 million below budget at year end, driven by Metro Water regional programme team savings and reduced Natural Resource Plan change costs.
12. Grants and subsidies expenses are \$13 million above budget due to Wellington Network Agreement costs (a timing difference expected to balance out later in the year), higher indexation payments, and a full upfront stadium payment that was originally budgeted to be phased across the year. Grants and subsidies expenditure is expected to finish \$5 million above budget, primarily from ongoing indexation pressures.

Capital Delivery

13. The capital expenditure is \$45 million lower than budgeted mainly due to:
 - a Rephasing of RiverLink works to the second half of the year, \$14 million.
 - b Timing of water projects and revised budget phasing from Wellington Water Limited, \$19 million. The variance will reduce to \$3 million by year-end.
 - c Delays in National Land Transport Programme (NLTP) projects, \$6 million.
 - d In the full year forecast, additional Crown-funded flood resilience work will partially offset the underspend, resulting in a small net variance of \$0.7 million.
14. Investment in GWRL is higher by \$9m due to LNIRIM milestone payment occurring ahead of the budget phasing. LNIRIM is forecasting to spend \$105m out of \$116m for the full year.

Ngā tūāoma e whai ake nei

Next steps

15. The second quarter forecast will be updated when the December results are brought to council.

Ngā āpitihanga

Attachment

Number	Title
1	Council Financial Report – 31 October 2025

Ngā kaiwaitohu

Signatories

Writer	Darryl Joyce – Kaiwhakahaere Matua Manager Accounting Services
Approver	Alison Trustrum-Rainey – Kaiwhakahaere Matua, Pūtea me ngā Tūraru Group Manager Finance and Risk

He whakarāpopoto i ngā huritaonga Summary of considerations
<i>Fit with Council's roles or with Committee's terms of reference</i> The Council has governance oversight of the robustness of the organisation's financial performance.
<i>Contribution to Annual Plan / Long Term Plan / Other key strategies and policies</i> The report reviews performance against the budget set in the 25-26 Annual Plan.
<i>Internal consultation</i> This report has been drafted following contributions from Finance Business Partners of Metlink, Environment and Corporate Services.
<i>Risks and impacts - legal / health and safety etc.</i> There are no risks arising from this report.

Council Report October 2025

This report provides the financial result for the period ended 31 October 2025 :

1. Comparisons are to the budget set in the 2025/26 Annual Plan, including re-budgets approved by Council.
2. Full-year comparisons are based on the forecast updated using the best available information following the end of Quarter 1
3. All figures in this report follow best accounting practices. Please note that the overall funding surplus or deficit may differ due to the inclusion of non-cash items and capital grants.

Summarised Profit and Loss as at October 2025

GM Finance and Risk Overview

Economic and Financial Overview

Wellington's economy remains under pressure, with decline in construction, hospitality, and retail. Weak consumer confidence and ongoing pressure on household incomes may place additional strain on our farebox revenue and rates affordability.

The Reserve Bank's move to further cut the OCR to 2.25% aims boost spending and confidence. For GW, also this means lower borrowing costs on floating debt. With the easing cycle likely ending, we should prepare for stable or rising rates ahead.

Operational Surplus variance

Operating surplus variance YTD is driven by payments received earlier than budgeted for LNIRIM and Crown funding for Flood Resilience CAPEX that was not included in the budget.

Full year operating surplus variance is primarily due to higher interest revenue from prefunding, additional subvention payments from CentrePort, and internal revenue received by Akura for supplying plants for Flood Resilience project.

Capital Expenditure

YTD Capital spending was below the budget by \$45 million due to delays and rephasing across Riverlink, National Land Transport Programme (NLTP), and Water Supply projects.

In the full year forecast, additional Crown-funded flood resilience work will partially offset the underspend, resulting in a small net variance of \$0.7 million

Further explanation is provided on the next page.

Potential Risks and Funding Considerations

The first 2026/27 Annual Plan Council workshop was held on 27 November to seek councillor guidance on officer-proposed rates-savings options. The Environment Group will seek Council guidance on their proposed rates-savings options at the workshop on 11 December.

Treasury Highlights

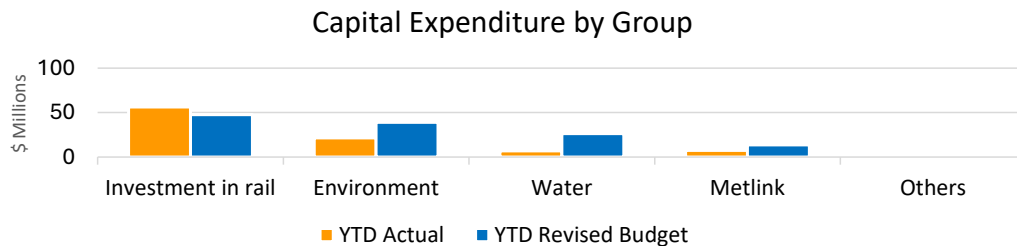
Council's investments (excluding subsidiaries) increased from **\$296 million** at the start of the financial year to **\$380 million**, consisting of:

- Pre-funding: **\$125 million**
- Liquidity: **\$94 million**
- Water, Flood and Property contingency investments: **\$78 million**
- Investment in WRC Holdings: **\$45 million**
- LGFA: **\$38 million**

Council's gross external debt stands at **\$1.26 billion**, with a net debt position of **\$862 million**, including **\$125 million** in pre-funded debt.

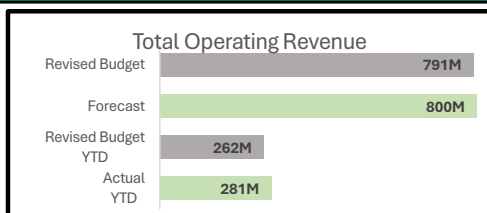
	Year to date			Full Year		
	Actual \$000s	Revised \$000s	Variance \$000s	Forecast \$000s	Revised \$000s	Variance \$000s
Operating Revenue						
Rates	119,107	118,324	783	355,973	354,973	1,000
Grants & Subs	113,716	97,985	15,731	291,386	290,495	892
Fees Charges & Other	48,101	46,026	2,074	152,220	145,673	6,547
Total Operating Revenue	280,924	262,335	18,589	799,579	791,141	8,438
Operating Expenditure						
Personnel	36,295	37,962	(1,667)	111,693	112,293	(600)
Materials, Supplies & Services	15,802	16,393	(591)	47,294	48,309	(1,015)
Contractor & Consultants	32,373	50,139	(17,767)	144,354	150,243	(5,889)
Grants & Subsidies Expenditure	113,107	100,031	13,076	307,391	302,334	5,057
Interest	18,068	16,054	2,014	53,156	51,727	1,428
Depreciation	12,206	11,761	445	33,762	33,762	-
Other	3,162	2,457	704	8,877	8,510	367
Warm Wellington	(07)	(63)	56	(191)	(191)	-
Total Operating Expenditure	231,005	234,734	(3,729)	706,335	706,987	(652)
Operating Surplus/(Deficit) before other items	49,919	27,601	22,318	93,244	84,154	9,090
Fair Value Movements	17,995	(615)	18,610	(1,846)	(1,846)	-
Operating Surplus/(Deficit)	67,914	26,986	40,928	91,398	82,308	9,090
Net Capital Expenditure	35,835	80,731	(44,896)	229,385	230,093	(708)
Investment in Greater Wellington Rail	56,292	47,791	8,500	132,139	143,374	(11,235)

** Revised budget is budget set in the 2025/26 Annual Plan plus re-budgets approved by Council



*All amounts in this report are GST exclusive.

Key Variance Commentary



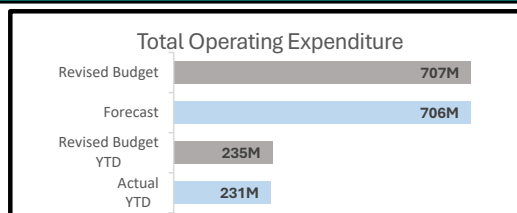
Metlink PT – Year-to-date (YTD) operating revenue is **\$12 million** above budget, primarily due to LNIRIM milestone funding received in September earlier than budgeted.

Full-year revenue is forecast to be **\$6 million** below budget, driven by reduced LNIRIM income under revised milestones, partially offset by higher bus contract indexation.

Environment – YTD operating revenue is **\$4 million** favourable, driven by Crown funding for Flood Resilience CAPEX and early District Council contributions for various environment initiatives. Full-year income is expected to be **\$9 million** favourable, largely due to continued Crown funding for flood resilience projects.

Investment – YTD operating revenue is **\$2 million** favourable, supported by additional interest revenue from investing funds ahead of the contractual repayment and prefunding of future CAPEX payments.

Full-year revenue is forecast to be **\$5 million** favourable driven by additional subvention revenue, **\$3 million** and the additional interest revenue from prefunding **\$2 million**.



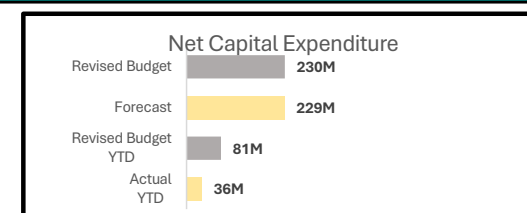
Metlink PT – YTD operating expenditure is **\$2 million** above budget, mainly due to timing differences in Wellington Network Agreement costs and higher bus contract indexation expenses. This is partially offset by delays in spending on bus corridors, new bus routes, and accessibility projects. Full-year expenditure is forecast to be **\$4 million** unfavourable, driven by ongoing indexation pressures on bus contracts.

Environment – YTD operating expenditure is **\$3 million** favourable, as pest control, park restoration, flood operations, and policy works are behind schedule. Year-end position is forecast to be **\$2 million** favourable, mainly due to reduced Natural Resource Plan change costs and Pinehaven savings.

Water Supply – YTD operating expenditure is **\$5 million** favourable, contributed by timing of ICT investment funding to Wellington Water Limited, lower power charges and interest costs.

Investment – YTD operating expenditure is **\$4 million** unfavourable, driven by higher interest costs from prefunding and an upfront stadium grant payment. Full-year variance is expected to be **\$0.5 million** higher, with interest costs partially offset by self-insurance funding. The self-insurance funding will be transferred to reserve at year-end.

Corporate Services and Strategy – YTD operating expenditure is **\$3 million** favourable, due to savings across ICT Strategy, Local Water Done Well, and WRLC projects. Full-year forecast is **\$3 million** favourable, with lower Metro Water/Tiaki Wai programme costs and personnel vacancy savings.



Metlink PT – YTD capital expenditure is **\$6 million** below budget, mainly due to delays in NLTP projects and WCC-dependent initiatives such as Golden Mile and bus shelters. Full-year spend is currently forecast to align with budget.

Environment – YTD underspend of **\$18 million**, driven by rephasing Riverlink implementation and property purchases behind budget. This is partially offset by unbudgeted Crown-funded Flood Resilience work. The Flood Resilience project is forecast to be **\$6.5 million** above budget, partially offset by **\$2 million** underspend in other flood projects.

Water Supply – YTD spend is **\$19 million** below budget, driven by rephasing significant projects to the second half of the year. Full-year forecast is **\$3 million** below budget, due to lower costs for Gear Island and Waterloo wells replacement and the Pakuratahi Lakes project.

Corporate Services – YTD spend is **\$1 million** below budget, as office upgrades in Upper Hutt and Mabey Road were rescoped under Annual Plan savings. Full-year impact is expected to be **\$2 million**.

Council
11 December 2025
Report 25.529



For Decision

RESOLUTION TO EXCLUDE THE PUBLIC

That Council excludes the public from the following parts of the proceedings of this meeting, namely:—

Statutory performance review of the Chief Executive – Report RPE25.513

The general subject of each matter to be considered while the public is excluded, the reasons for passing this resolution in relation to each matter and the specific grounds under section 48(1) of the Local Government Official Information and Meetings Act 1987 (the Act) for the passing of this resolution are as follows:

Statutory performance review of the Chief Executive – Report RPE25.513	
<i>Reason for passing this resolution in relation to each matter</i>	<i>Ground(s) under section 48(1) for the passing of this resolution</i>
<p>This report contains information relating to the Chief Executive’s statutory performance review. Release of this information would prejudice the privacy of the Chief Executive, by disclosing information pertaining to the employment relationship between the Chief Executive and the Council.</p> <p>Greater Wellington has not been able to identify a public interest favouring disclosure of this particular information in public proceedings of the meeting that would override the Chief Executive’s privacy.</p>	<p>The public conduct of this part of the meeting is excluded as per section 7(2)(a) of the Act (to protect the privacy of natural persons, including that of deceased natural persons).</p>

This resolution is made in reliance on section 48(1)(a) of the Act and the particular interest or interests protected by section 6 or section 7 of that Act or section 6 or section 7 or section 9 of the Official Information Act 1982, as the case may require, which would be prejudiced by the holding of the whole or the relevant part of the proceedings of the meeting in public.