

13 May 2025

**LGOIMA 25-058**

[REDACTED]  
[REDACTED]@outlook.com

Dear Mr [REDACTED]

### **Request for information: Wellington Water Limited payments**

I refer to your request for information sent to Wellington Water (via [REDACTED]) on 13 March 2025:

*Can you please send me the contracts relating to the annual payments of circa \$250,000 paid by Wellington Water Limited to each of Taranaki Whanau and Ngāti Toa and could you highlight the value for ratepayers that such payments are intended to give - especially in case the documentation itself does not make that immediately clear. Could you also send through the information relating to how such an arrangement came into being, its intended purpose and how it was approved by Wellington Water Limited and/or the Wellington Water Committee etc. Could you also detail all sums paid to mana whenua by Wellington Water Limited for the period you have been on the board. Hopefully this will be an easier ask of you than the undoubted multiple requests you will have received to account for the many millions paid over on behalf of councils to your suppliers more generally!*

I apologise for the lateness of this response. Please refer to the information provided in the appendix, which is responded to in accordance with the Local Government Official Information and Meetings Act (LGOIMA—the Act) 1987.

Please note that it is our policy to proactively release our responses to official information requests where possible. Our response to your request will be published shortly at <https://www.wellingtonwater.co.nz/about-us/official-requests/official-information-act-responses/> with your personal information removed.

You have the right to seek an investigation and review by the Ombudsman of this decision. Information about how to make a complaint is available at [www.ombudsman.parliament.nz](http://www.ombudsman.parliament.nz) or freephone 0800 802 602.

If you wish to discuss this decision with us, please feel free to email us at [official.information@wellingtonwater.co.nz](mailto:official.information@wellingtonwater.co.nz)

Yours sincerely

[REDACTED]

**Chief Executive**

## APPENDIX

### 1. Contracts relating to the annual payments circa \$250,000 paid by WWL to Taranaki Whānui and Ngāti Toa Rangatira:

**Table one: Documents provided:**

Date	Contract Name	Contract value
26/09/2023	Partnership Agreement between Taranaki Whānui Limited (TWL) and Wellington Water Limited (WWL)	\$250,000
11/10/2023	Te Rūnanga o Toa Rangatira Inc. (Rūnanga) and WWL	\$250,000

Information has been withheld under section 7(2)(a) - *privacy of natural persons*, of the Act. In accordance with section 7(1) of the Act, we do not consider the withholding of information under this section is outweighed by other considerations which render it desirable, in the public interest, to make that information available.

#### a. Information that highlights the value for ratepayers that the payments are intended to give (if not provided in the contracts)

These agreements mark an important step in our journey to building stronger relationships with two prominent mana whenua iwi of the Wellington region. It acknowledges the deep whakapapa connection that both iwi groups have to the Wellington region and our collective intention to protect water as a tāonga.

These agreements also recognise the significant impact that Wellington Water's work has on iwi time and resources as we carry out maintenance activities and deliver water, wastewater and stormwater projects across the region. To support them to have the capacity to be active partners in our work, the agreements provide both Ngāti Toa Rangatira and Taranaki Whānui with a monetary contribution of \$250,000 per annum (excluding GST) each over two financial years, covering the period 1 July 2023 till 30 June 2025. Payments are made in quarterly instalments of \$62,500.

The monetary contribution outlined in both Partnership Agreements enables us to work alongside iwi as true partners, operating in good faith and adequately compensating each iwi group for their work, time and expertise as we ask them to support us as we carry out work on the water, wastewater and stormwater networks. For example, iwi offer valuable guidance during the early stages of project engagement and consenting to ensure the protection of waterways and providing alternative solutions informed by local knowledge. This contribution goes towards each iwi group's internal capacity to be able to work effectively as our partners.

#### b. Information relating to how the annual payments were established

In April 2023 we reviewed the model that had been in place since 2017 for resourcing mana whenua. This was based on time and cost, whereby hours were recorded and charged back to capital projects for time engaged, and a Memorandum of Partnership agreement where resourcing was invoiced quarterly for a total annual amount of \$50,000.00 to Taranaki Whānui and to Ngāti Toa Rangatira.

This type of model was not working well for either Wellington Water or iwi. It manifested as a transactional relationship and inauthentic partnership, and it did not provide sufficient resourcing for the increased level of demand that the changing environment is creating.

The model created risk for us in several areas:

- the successful delivery of our programmes;
- limited ability to demonstrate iwi input into strategic planning, project planning or operational activity;
- increased pressure, tension, and frustration for project teams as a result of these constraints.

Accordingly, it was agreed to modify the existing model to provide greater certainty for our partners to employ people to help them carry out planning and operational work with our project teams by bringing the ad-hoc resourcing arrangements into consistent quarterly payments.

**c. Information related to the intended purpose of the contracts/ payments**

Already addressed in sections a) and b)

**d. Information relating to how were the payments/contracts were approved by WWL and/or WW Committee etc**

- The Partnership Agreement with Taranaki Whānui ki Te Upoko o Te Ika was signed by WWL CE on 26 September 2023.
- The Partnership Agreement with Te Rūnanga o Toa Rangatira was signed by WWL CE and Chair on 11 October 2023.
- The Wellington Water Board was informed on 9 November 2023 that agreements had been signed.
- The Wellington Water Committee was informed on 11 December 2023 that agreements had been signed.
- The Partnership Agreements were endorsed by the Board on 16 December 2024
- Payments are generally quarterly, on receipt of invoice. They are approved by the Chief Executive.
- Kahungunu ki Wairarapa is a mana whenua partner through the Shareholders and Partnership Agreement of the Wellington Water Committee and has a representative on this Committee. Payments made to them would come out of project budgets for specific work within that project scope, not overall partnership costs. Please refer to the attached document titled [LGOIMA 25-058 Q1d WWL Shareholders Agreement](#).

## 2. All sums paid to mana whenua by WWL since Nick Leggett became the WW Board Chair

Nick Leggett was appointed WW Board Chair on 28 September 2023.

WWL is interpreting this as payments to Taranaki Whānui, Ngāti Toa Rangatira, and Kahungunu ki Wairarapa as they are our mana whenua partners as set out in our Shareholders and Partnership Agreement.

Payments since that date are shown in Table Two below. There were no payments to Kahungunu ki Wairarapa in the timeframe of 28/09/2023 – 13/03/2025.

**Table two: sums paid to mana whenua**

Date	Sum paid (Exc GST)	Recipient name
01-Oct-2023	62,500.00	Te Runanga O Toa Rangatira Incorporated
25-Oct-2023	62,500.00	Te Runanga O Toa Rangatira Incorporated
17-Nov-2023	62,500.00	Taranaki Whanui Limited
17-Nov-2023	62,500.00	Taranaki Whanui Limited
20-Dec-2023	62,500.00	Te Runanga O Toa Rangatira Incorporated
12-Mar-2024	62,500.00	Te Runanga O Toa Rangatira Incorporated
31-Mar-2024	62,500.00	Taranaki Whanui Limited
14-Jun-2024	62,500.00	Taranaki Whanui Limited
21-Jun-2024	62,500.00	Te Runanga O Toa Rangatira Incorporated
26-Jun-2024	21,877.30	Te Runanga O Toa Rangatira Incorporated
26-Jun-2024	2,760.00	Te Runanga O Toa Rangatira Incorporated
27-Jun-2024	9,000.00	Te Runanga O Toa Rangatira Incorporated
08-Jul-2024	19,440.00	Taranaki Whanui Limited
08-Jul-2024	5,971.30	Te Runanga O Toa Rangatira Incorporated
20-Sep-2024	62,500.00	Te Runanga O Toa Rangatira Incorporated
30-Sep-2024	62,500.00	Taranaki Whanui Limited
27-Nov-2024	24,321.00	Te Runanga O Toa Rangatira Incorporated
20-Dec-2024	62,500.00	Te Runanga O Toa Rangatira Incorporated

**PARTNERSHIP  
AGREEMENT**

**between**

**Taranaki Whānui Limited (TWL)**

**and**

**Wellington Water Limited  
(WWL)**



# Partnership Agreement

## Purpose

The purpose of this Partnership Agreement is to set out the relationship between WWL and Taranaki Whānui Limited (TWL) to realise the potential benefits of working together to advance te mana me te mauri o te wai i te Ūpoko o te Ika a Maui.

## Parties to the Agreement

- Wellington Water Limited (WWL)
- Taranaki Whānui Limited (TWL)

## Taranaki Whānui ki Te Upoko o Te Ika (Taranaki Whānui)

The vision of Taranaki Whānui is:

*“Restore, revitalise, strengthen and enhance the cultural, social and economic well-being of Taranaki*

*Whānui ki te Upoko o Te Ika”.*

Taranaki Whānui represent the interests its members who collectively belong to the iwi of Taranaki Whānui ki te Upoko o Te Ika, these iwi include:

- Te Ātiawa.
- Ngāti Tama.
- Taranaki Tuturu.
- Ngāti Ruanui.
- Other iwi from the Taranaki area, for example, Ngāti Mutunga.

Taranaki Whānui is a Post Settlement Governance Entity (PSGE) and WWL recognise the rights and responsibilities established under the Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Act 2009.

Taranaki Whānui Limited is wholly owned by Port Nicholson Block Settlement Trust / Taranaki Whānui ki Te Upoko o Te Ika.

## Wellington Water Limited

The purpose of Wellington Water is to create excellence in water services as we work towards our long-term outcomes, of safe and healthy water, respect for the environment, and resilient water networks.

The significance of water sits at our organisational heart. Every day our people come to work and strive to deliver services and manage infrastructure in a way that provides the best outcomes for water, our communities, and our environment.

# Values that underpin this agreement

These expressions of kaupapa Māori values underpin the Partnership Agreement.

## 1. Mana Ōrite

Mana Ōrite recognises that each party to this agreement has their own respective mana. Each party recognises the mana of the other and we aim to work together to make mutually beneficial decisions, in a collaborative way, that respects the authority and mana of the other party to the agreement.

## 2. Kaitiakitanga

Each party to this agreement recognises the vital importance of the need to act as a kaitiaki of the environment. Each party has a duty to exercise kaitiakitanga in their own way. This value recognises the importance of kaitiakitanga as it relates to helping to realise our collective vision for te mana and te mauri o te wai.

## 3. Kotahitanga

This value refers to the idea that we need to work together, in unity, with energy, enthusiasm and authenticity towards the achievement of common goals. This value articulates the importance of working collaboratively to achieve mutually beneficial outcomes.

## 4. Manaakitanga

Manaakitanga is the foundation to a sound relationship. Generosity of spirit and in the way we treat, care for, and look after one another, even when things get tough, is a key value underpinning this relationship.

## 5. Rangatiratanga

Rangatiratanga is the practice of people exercising their independence and determining their own choices and pathway. It respects the chieftainship that each party brings to the relationship and acknowledges that agreement may not always be possible on all issues. It reminds us that it is ok to have differences of opinion in a relationship that aims for collaboration and agreement.

## 6. Whakapapa

This value acknowledges whakapapa as the basis of the relationship mana whenua iwi have with awa, the water and the environment. The importance of this deep whakapapa connection should not be underestimated and is acknowledged as a foundation for ongoing engagement.

## 7. Whanaungatanga – Relationship

Whanaungatanga is about the strength of our relationship and the effort we put into building and maintaining a sound foundation to work from. This value is about our human connections and is essential in binding people together. Whanaungatanga provides the foundation of a sense of belonging and cohesion.

## 8. Te Reo and Tikanga Māori - Māori Language and Customary Practices

Te Reo me ngā tikanga Māori underpin our working relationship. WWL will recognise and work to understand the diverse procedures and etiquette of each mana whenua entity established within WWL's area of service. We will follow Māori protocols of engagement and be open and willing to engage using te reo Māori and tikanga Māori practices. We will all work to realise the aspirations of kui mā me koro mā.

## Agreement

WWL is committed to working alongside Taranaki Whānui Limited to support the development of a partnership through giving effect to the actions listed below:

1. WWL will provide any necessary documents for Taranaki Whānui to respond, engage and collaborate in any mutually agreed project, activity, or resource consent process.
2. Resourcing for the involvement of Taranaki Whānui in any project, activity or resource consent process requiring specialised cultural expertise or resource beyond the scope of this schedule, will be managed on an 'as and when required' basis.

**Reporting:** Taranaki Whānui Limited will provide a quarterly report noting all the activities and projects they have been involved in with WWL and provide any feedback on processes, issues etc (no more than a page).

## Guiding Objectives

Both parties will work together under this MOP to:

- Realise the values of this Partnership Agreement.
- Acknowledge Taranaki Whānui as a mana whenua partner for Te Whanganui a Tara and as a kaitiaki of the rohe,
- Ensure the development and management of the three waters networks acknowledges and upholds the values, aspirations, strategic intentions, and wider responsibilities of Taranaki Whānui and WWL as best we can.
- Create collaborative solutions on projects, activities, and consent processes of mutual interest.

- Understand resource constraints and work together to triage priorities of both Taranaki Whānui and WWL for engagement.
  - Support the development of cultural and technical capability and capacity for both parties.
  - WWL commits to early and meaningful engagement with Taranaki Whānui.

## Resourcing

The parties to this Partnership Agreement seek to:

- Recognise that in fulfilling their obligations to one another and to give effect to the Partnership Agreement, WWL will commit to the provision of yearly resourcing which will support Taranaki Whānui to work closely with WWL in timely ways to realise the shared aspirations of te mana me te mauri o te wai throughout our catchment.
- Resourcing commitments will be established and agreed prior to the any renewal date. The current agreed resourcing is outlined in Schedule One.

# **General**

## **Relationship Management**

Regular meetings between the respective chairpersons, chief executives, relevant officers, and committees will be held. It is anticipated that the chairperson of each party will meet twice per annum, executive officers and senior staff will meet at least every 6 weeks in partnership meetings and operational staff will meet every 2-3 weeks or as required.

Agreement may not always be possible. In these instances, the values ascribed to in this Partnership Agreement will be adhered to, and issues escalated where a satisfactory outcome cannot be achieved between officers of both parties.

## **Term and review**

The guiding objectives recorded in this document shall commence on 1 July 2023 and end on 30 June 2025. This Partnership Agreement may be renewed for an additional period of two years on agreement by both parties.

To ensure the Partnership Agreement remains relevant and current for both parties, it will be reviewed prior to the next renewal by each party. The review will identify outcomes achieved through the partnership including environmental outcomes, relationship maturity and the realisation of the values that underpin this agreement in addition to resourcing requirements.

## **Termination of this Partnership Agreement**

Any party may terminate its participation in this Partnership Agreement by notice to the other by giving the other party at least 4 months' notice of an intention to terminate.

Signed on this 26th day of September 2023 by:

**SIGNED for and on behalf of:**

Taranaki Whānui Limited

7(2)(a) a [REDACTED], Director

7(2)(a)

7(2)(a) a [REDACTED], Chairman

**SIGNED for and on behalf of:**

Wellington Water Limited

7(2)(a)  
Tonia Haskell, Chief Executive

## Schedule

**Resourcing:** In giving effect to the Partnership Agreement, Wellington Water Limited will provide to Taranaki Whānui Limited a total quantum of \$250,000 (excluding GST) per annum as outlined in the below payment schedule.

No.	Period	Payment Date	Payment
1	July 2023 – September 2023	ASAP	\$62,500
2	October 2023– December 2023	20 September 2023	\$62,500
3	January 2024 – March 2024	20 December 2023	\$62,500
4	April 2024 – June 2024	20 March 2024	\$62,500
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7	January 2025 – March 2025	20 December 2024	\$62,500
8	April 2025 – June 2025	20 March 2025	\$62,500

# PARTNERSHIP AGREEMENT

between

Te Rūnanga o Toa Rangatira Inc.  
(Rūnanga)

and

Wellington Water Limited (WWL)



TE RŪNANGA O  
**TOA RANGATIRA**

# Partnership Agreement

## Purpose

The purpose of this Partnership Agreement is to set out the relationship between Wellington Water Limited (WWL) and Te Rūnanga o Toa Rangatira (Rūnanga), to realise the potential benefits of working together to advance te mana me te mauri o te wai i te Ūpoko o te Ika a Maui.

## Parties to the Agreement

- Wellington Water Limited; and
- Te Rūnanga o Toa Rangatira

## Te Rūnanga o Toa Rangatira

The vision of Te Rūnanga o Toa Rangatira is:

*“To promote the mana of Ngāti Toa Rangatira by enhancing the social, economic, educational, cultural and spiritual development of all tribal members, in an open and responsive manner by enabling them opportunities to attain their full potential for the benefit of the iwi and the community”.*

The Rūnanga is the entity representing Ngāti Toa Rangatira within the Wellington Water Limited boundaries. The Rūnanga is a non-profit incorporated society with charitable status. It is the mandated iwi authority for Ngāti Toa Rangatira and is the administrative body of iwi estates and assets.

## Wellington Water Limited

The purpose of Wellington Water is to create excellence in water services as we work towards our long-term outcomes, of safe and healthy water, respect for the environment, resilient water networks, and restoring the balance among water, people, and the environment.

The significance of water sits at our organisational heart. Every day our people come to work and strive to deliver services and manage infrastructure in a way that provides the best outcomes for water, our communities, and our environment.

# Values that underpin this agreement

These expressions of kaupapa Māori values underpin this Partnership Agreement.

## **Mana Ōrite**

Mana Ōrite recognises that each party to this agreement has their own respective mana. Each party recognises the mana of the other and we aim to work together to make mutually beneficial decisions, in a collaborative way, that respects the authority and mana of the other party to the agreement.

## **Kaitiakitanga**

Each party to this agreement recognises the vital importance of the need to act as a kaitiaki of the environment. Each party has a duty to exercise kaitiakitanga in their own way. This value recognises the importance of kaitiakitanga as it relates to helping to realise our collective vision for te mana me te mauri o te wai.

## **Kotahitanga**

This value refers to the idea that we need to work together, in unity, with energy, enthusiasm and authenticity towards the achievement of common goals. This value articulates the importance of working collaboratively to achieve mutually beneficial outcomes.

## **Manaakitanga**

Manaakitanga is the foundation to a sound relationship. Generosity of spirit and in the way we treat, care for, and look after one another, even when things get tough, is a key value underpinning this relationship.

## **Rangatiratanga**

Rangatiratanga is the practice of people exercising their independence and determining their own choices and pathway. It respects the chieftainship that each party brings to the relationship and acknowledges that agreement may not always be possible on all issues. It reminds us that it is ok to have differences of opinion in a relationship that aims for collaboration and agreement.

## **Whakapapa**

This value acknowledges whakapapa as the basis of the relationship mana whenua iwi have with awa, the water and the environment. The importance of this deep whakapapa connection should not be underestimated and is acknowledged as a foundation for ongoing engagement.

## **Whanaungatanga**

Whanaungatanga is about the strength of our relationship and the effort we put into building and maintaining a sound foundation to work from. This value is about our human connections and is essential in binding people together. Whanaungatanga provides the foundation of a sense of belonging and cohesion.

## **Te Reo and Tikanga Māori**

Te Reo me ngā tikanga Māori underpin our working relationship. WWL will recognise and work to understand the diverse procedures and etiquette of each mana whenua entity established within WWL's area of service. We will follow Māori protocols of engagement and be open and willing to engage using Te Reo Māori and Tikanga Māori practices. We will all work to realise the aspirations of kui mā me koro mā.

## Agreement

WWL is committed to working alongside Te Rūnanga o Toa Rangatira to support the development of a partnership through giving effect to the actions listed below:

- WWL will provide any necessary documents for the Rūnanga to respond, engage and collaborate in any mutually agreed project, activity, or resource consent process.
- Resourcing for the involvement of the Rūnanga in any project, activity or resource consent process requiring specialised cultural expertise or resource beyond the scope of this schedule, will be managed on an 'as and when required' basis.

**Reporting:** The Rūnanga will provide a quarterly report noting all the activities and projects they have been involved in with WWL and provide any feedback on processes, issues etc (no more than a page).

## Guiding Objectives

Both parties will work together under this Partnership Agreement to:

- Realise the values of this Partnership Agreement.
- Acknowledge Ngāti Toa Rangatira as kaitiaki of their rohe,
- Ensure, as far as practicable the development and management of the three waters networks acknowledge and upholds the values, aspirations, strategic intentions, and wider responsibilities of Ngāti Toa Rangatira and WWL.
- Create collaborative solutions on projects, activities, and consent processes of mutual interest.
- Understand resource constraints and work together to triage priorities of both Ngāti Toa Rangatira and WWL for engagement.
- Support the development of cultural and technical capability and capacity for both parties.
- WWL commits to early and meaningful engagement with Ngāti Toa Rangatira.

## Resourcing

The parties to this Partnership Agreement seek to:

- Recognise that in fulfilling their obligations to one another and to give effect to the Partnership Agreement, WWL will commit to the provision of yearly resourcing which will support the Rūnanga to work closely with WWL in timely ways to realise the shared aspirations of te mana me te mauri o te wai throughout our catchment.
- Resourcing commitments will be established and agreed prior to the renewal date. The current agreed resourcing is outlined in Schedule One.

# **General**

## **Relationship Management**

Regular meetings between the chief executives, relevant officers/staff, and committees (etc) will be held at least bi-monthly.

Agreement may not always be possible. In these instances, the values ascribed to in this Partnership Agreement will be adhered to, and issues escalated where a satisfactory outcome cannot be achieved between officers of both parties.

## **Term and review**

The guiding objectives recorded in this document shall commence on 1 July 2023 and end on 30 June 2025. This Partnership Agreement may be renewed for an additional period of two years on agreement by both parties.

To ensure the Partnership Agreement remains relevant and current for both parties, it will be reviewed prior to the next renewal by each party. The review will identify outcomes achieved through the partnership including environmental outcomes, relationship maturity and the realisation of the values that underpin this agreement in addition to resourcing requirements.

## **Termination of this Partnership Agreement**

Any party may terminate its participation in this Partnership Agreement by notice to the other by giving the other party at least 20 working days' notice of an intention to terminate.

# Execution

SIGNED on behalf of Te Rūnanga o Toa Rangatira

7(2)(a)

[Redacted Signature]

Authorised Signatory

7(2)(a)

[Redacted Name]

Print Name

11/10/23  
Date

7(2)(a)

[Redacted Signature]

Tom Haslell. Nick Leggett  
Print Name

11/10/23  
Date

# Schedule One

## Resourcing

In giving effect to the Partnership Agreement Wellington Water Limited will provide to the Rūnanga a total quantum of \$250,000 (excluding GST) per annum as outlined in the below payment schedule.

No.	Period	Payment Date	Payment
1	July 2023 – September 2023	ASAP	\$62,500
2	October 2023– December 2023	20 September 2023	\$62,500
3	January 2024 – March 2024	20 December 2023	\$62,500
4	April 2024 – June 2024	20 March 2024	\$62,500
5	July 2024 – September 2024	20 June 2024	\$62,500
6	October 2024– December 2025	20 September 2024	\$62,500
7	January 2025 – March 2025	20 December 2024	\$62,500
8	April 2025 – June 2025	20 March 2025	\$62,500

# Variation to Wellington Water Limited Shareholders Agreement

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## **PARTIES**

Wellington City Council

Hutt City Council

Upper Hutt City Council

Porirua City Council

Wellington Regional Council

**AGREEMENT** dated 9 August 2019

## **PARTIES**

Wellington City Council  
("WCC")

Hutt City Council  
("HCC")

Upper Hutt City Council  
("UHCC")

Porirua City Council  
("PCC")

Wellington Regional Council  
("WRC")

## **INTRODUCTION**

- A. WCC, HCC, UHCC, PCC and WRC are parties to a Shareholders Agreement relating to Wellington Water Limited ("WWL") dated 16 September 2014 ("**Agreement**").
- B. The Wellington Water Committee, which is jointly established and maintained by the parties, has proposed the participation of mana whenua partner entities ("**MWPEs**") in relation to the governance of WWL.
- C. In consideration of each other party agreeing to certain other changes to the Agreement, the parties are all agreeable to the amendment of the Agreement to provide for the participation of MWPEs in the governance of WWL.
- D. The parties agree to vary the Agreement on the terms set out in this variation agreement ("**Variation**").

## **AGREEMENT**

- 1. **Effective date:** The provisions of this Variation will take effect on and from the date all parties have signed this Variation ("**Effective Date**").
- 2. **Variation:** With effect from the Effective Date, the parties agree that the Agreement shall be amended and restated in the form set out in the Appendix to this Variation.

3. **Other terms in Agreement:** Except as specified in clause 2 of this Variation, all other terms and conditions in the Agreement are unchanged and shall continue in full force and effect.
4. **Counterparts:** This Variation may be executed in any number of counterparts, including by way of facsimile or PDFs of completed signature blocks exchanged by email, and, provided that each party has executed a counterpart, the counterparts together constitute a binding and enforceable agreement between the parties.
5. **Governing law:** This Variation is governed by the laws of New Zealand.

**SIGNATURES**

**WELLINGTON CITY COUNCIL** by:

Kevin Lavery

Signature of authorised signatory

KEVIN LAVELY

Name of authorised signatory

CHIEF EXECUTIVE

Designation of authorised signatory

**HUTT CITY COUNCIL** by:

\_\_\_\_\_  
Signature of authorised signatory

\_\_\_\_\_  
Name of authorised signatory

\_\_\_\_\_  
Designation of authorised signatory

3. **Other terms in Agreement:** Except as specified in clause 2 of this Variation, all other terms and conditions in the Agreement are unchanged and shall continue in full force and effect.
4. **Counterparts:** This Variation may be executed in any number of counterparts, including by way of facsimile or PDFs of completed signature blocks exchanged by email, and, provided that each party has executed a counterpart, the counterparts together constitute a binding and enforceable agreement between the parties.
5. **Governing law:** This Variation is governed by the laws of New Zealand.

## SIGNATURES

**WELLINGTON CITY COUNCIL** by:

\_\_\_\_\_  
Signature of authorised signatory

\_\_\_\_\_  
Name of authorised signatory

\_\_\_\_\_  
Designation of authorised signatory

**HUTT CITY COUNCIL** by:

  
\_\_\_\_\_  
Signature of authorised signatory

Johanna Elizabeth Miller  
Name of authorised signatory

Chief Executive  
Designation of authorised signatory

**UPPER HUTT CITY COUNCIL** by:

  
\_\_\_\_\_  
Signature of authorised signatory

*Peter Kelly*  
\_\_\_\_\_  
Name of authorised signatory

*Chief Executive*  
\_\_\_\_\_  
Designation of authorised signatory

**PORIRUA CITY COUNCIL** by:

\_\_\_\_\_  
Signature of authorised signatory

\_\_\_\_\_  
Name of authorised signatory

\_\_\_\_\_  
Designation of authorised signatory

**WELLINGTON REGIONAL COUNCIL**

by:

\_\_\_\_\_  
Signature of authorised signatory

\_\_\_\_\_  
Name of authorised signatory

\_\_\_\_\_  
Designation of authorised signatory

**UPPER HUTT CITY COUNCIL** by:

\_\_\_\_\_  
Signature of authorised signatory

\_\_\_\_\_  
Name of authorised signatory

\_\_\_\_\_  
Designation of authorised signatory

**PORIRUA CITY COUNCIL** by:

*Wendy Walker*  
\_\_\_\_\_

Signature of authorised signatory

*Wendy Walker*  
\_\_\_\_\_

Name of authorised signatory

*Chief Executive*  
\_\_\_\_\_

Designation of authorised signatory

**WELLINGTON REGIONAL COUNCIL**

by:

\_\_\_\_\_  
Signature of authorised signatory

\_\_\_\_\_  
Name of authorised signatory

\_\_\_\_\_  
Designation of authorised signatory

**UPPER HUTT CITY COUNCIL** by:

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Signature of authorised signatory

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Name of authorised signatory

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Designation of authorised signatory

**PORIRUA CITY COUNCIL** by:

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Signature of authorised signatory

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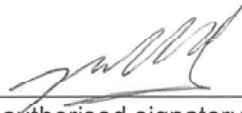
Name of authorised signatory

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Designation of authorised signatory

**WELLINGTON REGIONAL COUNCIL**

by:



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Signature of authorised signatory

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GREG CAMPBELL

Name of authorised signatory

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CHIEF EXECUTIVE

Designation of authorised signatory

**APPENDIX**  
**Amended and Restated Agreement**