

TRANSFER AGREEMENT

TIAKI WAI LIMITED

HUTT CITY COUNCIL

CONTENTS

CLAUSE	PAGE
1. DEFINITIONS AND INTERPRETATION	3
2. CONDITIONS	16
3. TERM	16
4. PURPOSE AND MATTERS TO BE TRANSFERRED	16
5. MATTERS NOT TRANSFERRED	18
6. PURCHASE CONSIDERATION	19
7. TAX	21
8. EMPLOYEES/CONTRACTORS	21
9. PRE-COMPLETION OBLIGATIONS	22
10. COMPLETION	27
11. CONTRACTUAL ARRANGEMENTS	31
12. POST-COMPLETION PROVISIONS	33
13. LIABILITY	42
14. WARRANTIES	43
15. FORCE MAJEURE EVENT	44
16. DISPUTE RESOLUTION	45
17. EXPERT RESOLUTION PROCESS	46
18. INFORMATION SHARING, CONFIDENTIALITY AND CO-OPERATION	48
19. CONFIDENTIAL INFORMATION AND PUBLIC ANNOUNCEMENTS	49
20. TERMINATION	50
21. NOTICES	50
22. GENERAL	51

APPENDICES

Appendix 1 NOTICE DETAILS

Appendix 2 DETAILS OF TRANSFER

Appendix 3 PROPERTY MATTERS

Appendix 4 SWAPS VALUATION PROTOCOL

Appendix 5 PROCESS FOR RESOLVING ABANDONED ASSETS OWNED BY THE COUNCIL

AN AGREEMENT DATED

19 June

2026

PARTIES

1. **TIAKI WAI LIMITED (Water Organisation or Tiaki Wai)**
2. **COUNCIL (Council)**

INTRODUCTION

- A. The Water Organisation is established to provide water services for the Council and for Wellington Regional Council, Porirua City Council, Upper Hutt City Council and Wellington City Council (the "**Participating Councils**").
- B. The Council is currently responsible for providing Water Services and is the owner of various drinking water, stormwater, wastewater and other infrastructure and assets, as well as various associated liabilities.
- C. The Council enters into this agreement with the Water Organisation, pursuant to sections 12 and 13, and Schedule 2, of the LG(WS) Act, to transfer to the Water Organisation on the Completion Date:
 - (a) specified responsibility for providing Water Services; and
 - (b) specified infrastructure, related assets and other matters that are necessary for the Water Organisation to carry out, and be responsible for, providing Water Services in the Service Area.
- D. The Council and the Water Organisation have completed this agreement in accordance with the LG(WS) Act, the Transfer Principles, and the other requirements of the Partners Agreement.
- E. For completeness, it is noted that further details relevant to a Council's transfer of the Business into the Water Organisation are set out in an agreement relating to the services that will be provided by Council to the Water Organisation, and by the Water Organisation to the Council, in the period following the Completion Date ("**Post-Completion Services Agreement**"). Under the Post-Completion Services Agreement, the parties will enter into statement(s) of work, which describe in detail and will include:
 - (a) the Water Organisation's appointment of the Council as its agent to collect water services related revenues on behalf of the Water Organisation in accordance with the revenue collection arrangements contemplated by clause 6 of Schedule 2 to the LG(WS) Act, together with any other agreed services; and
 - (b) how the parties will work together in relation to matters of shared interest, including as described in clause 5 of Schedule 2 to the LG(WS) Act and any other matters of shared interest agreed by the parties.

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions:** In this agreement, unless the context otherwise requires:

Abandoned Assets means former Water Services assets, including pipes or other infrastructure, that have been abandoned by the Council, but not yet decommissioned and will no longer be used or connected to the network, or serve any Water Services purpose.

Access Terms Land means land that will remain in the ownership of the Council where Plant and Equipment or Leased Equipment is located, including Council Administered Reserves.

Accrued Employee Benefits means all wages, salary, annual leave, long service leave, alternative holidays, incentive payments and other employee related benefits and entitlements (but excluding sick leave entitlements) accrued to and unpaid at the Completion Date in respect of the Employees, including any amounts payable to the Employees which are referable to their employment with the Council or the termination of that employment.

Actual Net Asset Adjustment Date means the later of:

- (a) the date that is 20 Business Days after the date by which all Participating Councils have given their Final Net Assets Notice under their Transfer Agreement to the Water Organisation and all other Participating Councils; and
- (b) the date that is 10 Business Days after all disputes relating to any such Final Net Assets Notice, or any amount it contains, have been resolved.

Actual Net Assets means the total amount of the Net Assets that the Council transfers to, or is effectively taken or assumed by, the Water Organisation under this agreement through a relevant mechanism provided for in this agreement (including, without limitation, the operation of the Swap Cash Settlement Arrangements and the Water Debt Washup).

Additional Item has the meaning given to that term in clause 9.9.

Arbitration Notice has the meaning given to that term in clause 16.4(a).

Assets means the assets owned by the Council, or that have been agreed to be, or are intended to be, owned by the Council once completed, that directly and primarily relate to the provision of Water Services, being:

- (a) the Plant and Equipment;
- (b) the Council's rights under the Contractual Arrangements;
- (c) the Property Assets;
- (d) the Council's rights under the Consents;

- (e) any assets relating to stormwater listed in, or referred to in, Schedule 14;
- (f) the Council's shares in Wellington Water as at the Completion Date; and
- (g) the Records,

but excludes the Excluded Assets.

Assumed Liabilities means:

- (a) the Transferring Water Debt (recognising the operation of the Water Debt Washup to achieve an effective economic assumption by the Water Organisation of all Council Water Debt);
- (b) the Council's obligations under the Contractual Arrangements in relation to the period after Completion;
- (c) subject to (a), (b) and (d), all Liabilities relating to the Assets or the Responsibilities;
- (d) any Liabilities in respect of the period after Completion which relate to the Employees and Contractors; and
- (e) the Accrued Employee Benefits,

but excludes the Excluded Liabilities.

Authorised Representative means:

- (a) in the case of the Water Organisation, the Chief Executive Officer, or his or her delegate notified to the Council; and
- (b) in the case of the Council, the Chief Executive Officer, or his or her delegate notified to the Water Organisation.

Benefits has the meaning given to that term in clause 11.1(a).

Business means the Water Services carried on by the Council in the Service Area at Completion using the Assets, Employees, Contractors and Contractual Arrangements.

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

Claim includes a claim, notice, demand, action, proceeding, litigation, investigation, judgment or Liability however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort, statute or otherwise and whether involving a third party or a party to this agreement.

Combined Easements means those easements identified as Combined Easements within the Existing Easement Interests listed in Part B of Schedule 2.

Commencement Date means the date on which this agreement is signed by both parties.

Commercial Paper means debt securities issued by the Council to LGFA prior to Completion at a discount to par, with a maturity date of not more than 12 months from the date of issuance.

Companies Act means the Companies Act 1993.

Completion means completion of the transfer of the Business and Assets in accordance with clause 10.

Completion Date means 1 July 2026 or an alternative date agreed in writing by all Participating Councils and the Water Organisation.

Confidential Information means the provisions of this agreement and all other information of a confidential nature (which, where the confidentiality of the information is not expressly stated, shall be determined by the recipient, acting reasonably) obtained by one party from the other party under or in connection with this agreement, provided that where information relates exclusively to one party, nothing in this agreement will require that party to maintain confidentiality in respect of that information.

Consents means:

- (a) the Resource Consents; and
- (b) all building consents and Designations that are held by the Council at Completion that relate to Water Services.

Contractors means those people agreed by the parties whose contracts will be novated in accordance with clause 8.8.

Contractual Arrangements means:

- (a) the agreements, property leases, arrangements or understandings of the Council relating to Water Services in force as at the Commencement Date, as set out in Schedules 4, 5 and 6;
- (b) the Development Agreements, subject to the provisions of Schedule 7;
- (c) the Equipment Leases; and
- (d) any other such agreement, arrangement or understanding entered into by the Council between the Commencement Date and Completion,

but excludes any Council Water Debt or Swaps, and any agreements, arrangements or understandings of the Council relating to Council Water Debt or Swaps.

Council Administered Reserves means land subject to the Reserves Act 1977 on which the Council carries out Water Services as at the Commencement Date, where the land is not vested in the Council in fee simple, but the Council is otherwise appointed as administering body of the reserve (details of which are set out in Part A of Schedule 1).

Council Reserves means land subject to the Reserves Act 1977 on which the Council carries out Water Services as at the Commencement Date, where the land is vested in the Council in fee simple (details of which are set out in Part B of Schedule 1).

Council Water Debt means the net amount of debt owed by the Council (including to LGFA) which is identified as relating to Water Services assets (including any additional debt incurred by the Council relating to the arrangements contemplated by this agreement which the Net Asset Calculation Manual contemplates forming part of the Council Water Debt), as at the Completion Date, calculated in accordance with the Transfer Principles and Net Asset Calculation Manual, the amount of which is to be confirmed in accordance with clause 6.4(b)(iii) or, if there is a dispute relating to that amount, determined under clause 6.4(c) or 6.4(d).

Council Weighted Average Rate means the Council's weighted average cost of borrowing as at 30 June 2026 (expressed as a percentage per annum), calculated as the weighted average of the Council's cost of borrowing (taking into account the effect of any derivative contracts) on a basis agreed between the Council and the Water Organisation prior to Completion.

Counterparty Consents has the meaning given to that term in clause 9.8(a).

Customer Data means all information and data relating to any person who receives Water Services provided by the Council prior to the Completion Date.

Data means:

- (a) planning and building data;
- (b) rates databases;
- (c) property files; and
- (d) growth and spatial development planning data,

which are held by the Council.

Designations means the designations listed in Schedule 18.

Development Agreements means:

- (a) the development agreements relating to Water Services in force as at the Commencement Date, as set out in Schedule 7; and
- (b) any other such agreement, arrangement or understanding entered into by the Council between the Commencement Date and Completion.

Difference has the meaning given to it in clause 12.6(b)(iii).

Dispute Notice has the meaning given to that term in clause 17.2.

Disputing Parties has the meaning given to that term in clause 16.4(a).

Employees means those employees (if any) identified by the Council and agreed by the parties under clause 8.1.

Encumbrance means:

- (a) a mortgage, debenture, charge, lien, pledge, hypothecation, security interest (as that term is defined in the Personal Property Securities Act 1999), title retention, preferential right or other similar instrument, device or power; or
- (b) an interest by way of security for the payment of a debt or any monetary obligation,

and includes any agreement or arrangement to grant or create any of the above.

Equipment Leases means all the agreements, arrangements or understandings under which the Council leases or otherwise has a right to use the Leased Equipment.

Estimated Council Water Debt has the meaning given to that term in clause 9.6(a)(i).

Estimated Net Assets means the Council's estimate of Net Assets provided under clause 7.4 of the Partners Agreement.

Excluded Assets means the following:

- (a) the Council's interest in this agreement and any other documentation entered into in relation to the transaction the subject of this agreement;
- (b) the assets listed in Schedule 3 as being excluded from the transfer pursuant to this agreement; and
- (c) all websites, and associated domain names, which are owned by the Council.

Excluded Liabilities means all liabilities other than the Assumed Liabilities including the liabilities referred to in Schedule 16.

Excluded Matters means excluded obligations and excluded responsibilities that are not transferred by the Council to the Water Organisation under this agreement, including:

- (a) the Excluded Assets;
- (b) the excluded contractual arrangements listed in Schedule 12;
- (c) the excluded resource consents listed in Part B of Schedule 11;
- (d) without prejudice to clause 12.2, the Swaps Portfolio;
- (e) the excluded statutory responsibilities, functions, duties and powers listed in Schedule 15; and
- (f) the Excluded Liabilities.

Existing Easement Interests means the rights and obligations of the Council as grantee under the easements listed in Part B of Schedule 2 (including the Combined Easements) which are required for, or primarily related to, the provision of Water Services.

Expert has the meaning given to that term in clause 17.4.

Expert Resolution Process means the expert resolution process in clause 17.

Final Net Assets Notice has the meaning given to that term in clause 6.4(b).

Freehold Properties means the freehold properties listed in Part A of Schedule 2, for which the land is required, or primarily related to, the provision of Water Services.

Force Majeure Event has the meaning given to that term in clause 15.1.

Further Item has the meaning given to that term in clause 12.6(a)(i).

GWRC means Wellington Regional Council, a regional council listed in Part 1 of Schedule 2 to the Local Government Act 2002.

Hutt Valley Joint Venture means the statutory and contractual arrangements between the Council and Upper Hutt City Council pursuant to:

- (a) the Hutt Valley Drainage Act 1967; and
- (b) Part XII of The Local Government (Wellington Region) Reorganisation Order 1989.

IAF Funding Agreement has the meaning given to that term in Part B of Schedule 6.

IAF Related Contracts means those contracts specified in Part B(ii) of Schedule 6.

Initial Purchase Consideration has the meaning given in clause 6.2.

Initiating Party has the meaning given to that term in clause 16.4(a).

Joint Venture Assets means those assets which relate to the Hutt Valley Joint Venture, as designated under a subheading "Joint Venture Assets" in the Schedules.

Leased Equipment means:

- (a) the plant, equipment (including computer systems), machinery, hardware, furniture, fixtures and fittings, spares, tools and vehicles used by the Council for Water Services on lease, hire purchase or conditional sale agreement, as at the Commencement Date and which are listed in Schedule 9; and
- (b) any such items acquired by the Council between the Commencement Date and Completion,

but excluding any such items which are no longer the subject of such arrangements between the Commencement Date and Completion.

LGFA means the New Zealand Local Government Funding Agency Limited.

LGFA Novation Deed has the meaning given to that term in clause 9.8(a)(ii).

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

Liability means any loss, liability, obligation, overhead, debt, cost, expense or damage (in each case whether known or unknown, actual, contingent or prospective) of any kind and however arising, including penalties, fines and interest, irrespective of when the acts, events or things which give rise to the liability occurred.

LINZ means Toitū Te Whenua Land Information New Zealand.

Matters in Dispute has the meaning given to that term in clause 17.2.

Net Assets means the total amount of the Council's net assets (based on total asset value less total liabilities and debt) that are transferred to, or effectively taken or assumed by, the Water Organisation through a relevant mechanism provided for in this agreement (including the operation of the Swap Cash Settlement Arrangements, and the Water Debt Washup), as calculated in accordance with the Net Asset Calculation Manual.

Net Asset Calculation Manual means the manual, in the form agreed by specified representatives of the Participating Councils and the Water Organisation in accordance with the Partners Agreement, setting out the accounting principles, policies, procedures, methods, estimation techniques and classifications that will be applied to determine the total amount of each Participating Council's Estimated Net Assets and Actual Net Assets.

Non-Transferring Item has the meaning given to it in clause 12.6(a)(ii).

NZDRC Rules has the meaning given to that term in clause 16.4(a).

Participating Councils has the meaning given to it in Recital A.

Partners Agreement means the partners agreement entered into by the Water Organisation, the Participating Councils, Taranaki Whānui ki Te Upoko o Te Ika and Te Rūnanga O Toa Rangatira dated 22 December 2025.

Permitted Encumbrance means any:

- (a) reservation of title by suppliers in the ordinary course of business (providing for payment within 90 days and not overdue);
- (b) lien arising by operation of law in the ordinary course of business and securing an amount that is not overdue; or

- (c) right of netting or set-off arising by operation of law in favour of a bank in the ordinary course of business for the purpose of netting debit and credit balances.

Plant and Equipment means:

- (a) all pipes and other infrastructure (whether over or under ground) used, or capable of being used, for the provision of Water Services in the Service Area which is owned by the Council and which does not form part of the real property transferred under this agreement and:
 - (i) is identified or referred to in Schedule 10 (whether by way of a list or through mapping); and
 - (ii) excludes Abandoned Assets referred to in, or shown in any maps referred to in, Schedule 10, unless these are subsequently agreed to transfer in accordance with clause 5.3;
- (b) the items of plant, equipment (including computer systems), machinery (including motor vehicles (if any)), tools, spares, maintenance materials, fixtures, furniture, and fittings owned by the Council and used in connection with Water Services at the Commencement Date, which are referred to in Schedule 10;
- (c) any such items acquired by the Council between the Commencement Date and Completion; and
- (d) any work-in-progress items of plant and equipment as at 30 June 2026 which have been agreed to be, or are intended to be, owned by the Council once completed, which are listed in Schedule 10,

but excluding the Leased Equipment.

Post-Completion Financial Adjustment means the process described in clause 6.4.

Post-Completion Services Agreement has the meaning given to it in Recital A.

Privacy Laws means:

- (a) the Privacy Act 2020;
- (b) an approved code of practice (as defined in the Privacy Act 2020) that applies to each party; and
- (c) any other law relating to the protection, use, disclosure or storage, of Customer Data that each party must observe.

Property Assets collectively means:

- (a) the Freehold Properties;

- (b) the Council Reserves; and
- (c) the Existing Easement Interests.

Purchase Consideration has the meaning given to it in clause 6.1.

PWA means the Public Works Act 1981.

Records means all records of, and all information (in any format) relating to the Water Services that is held by Council at the Completion Date, including financial records, customer and supplier documentation and accounts (including Customer Data), fixed assets registers, stock registers, system controls and procedures, and databases, but excludes the Data.

Referral Notice has the meaning given to that term in clause 17.4.

Relevant Contract has the meaning given to that term in clause 11.1(a).

Required Swap Proportion means the proportion that the Council Water Debt bears to Total Net Debt as at Completion.

Responsibilities means the Statutory Responsibilities, operational and management responsibility for Water Services, Resource Consent Responsibilities and the responsibility for the stormwater zones set out in Schedule 14.

Resource Consents means the resource consents set out in Part A of Schedule 11, but excluding those resource consents set out in Part B of Schedule 11.

Resource Consents Responsibilities means the responsibilities for complying with the resource consents, and for exercising the associated rights and functions, that are relevant to the Water Services that are transferred by the Council to the Water Organisation as set out in Part A of Schedule 11, but excluding those resource consents set out in Part B of Schedule 11.

Retained Projects has the meaning given to that term in Part B of Schedule 6.

Second Wash-Up Date means 30 June 2028.

Service Area means Hutt City district, as referred to in Schedule 2 of the Local Government Act 2002.

Statutory Responsibilities means the statutory responsibilities, functions, duties, and powers concerning the provision of Water Services that are transferred by the Council to the Water Organisation, as set out in Schedule 13, but excluding those statutory responsibilities set out in Schedule 15.

Swap means an interest rate swap transaction entered into by the Council with a hedge counterparty to hedge or manage its interest rate exposure under its borrowings, as identified in Part B of Schedule 8.

Swap Cash Settlement Arrangements means the arrangements to provide for the Water Organisation to assume the Required Swap Proportion of the benefit or cost of the Council's Swaps Portfolio at Completion (in lieu of individual swap transactions being transferred by novation to the Water Organisation as at Completion), as set out in clauses 9.7 and 12.2.

Swap Mark-to-Market Amount means, in relation to a Swap, the amount (if any) which would be payable by the Council to a hedge counterparty, or the hedge counterparty to the Council, on the relevant date if the Swap was terminated by agreement on that date, as determined by the Swaps Valuer in accordance with the Swaps Valuation Protocol and clause 9.7.

Swaps Portfolio means the Council's portfolio of all existing Swaps as at the Completion Date.

Swaps Portfolio Mark-to-Market Amount means the total net amount that would be payable by, or to, the Council as a result of netting all Swap Mark-to-Market Amounts in respect of the Swaps (for this purpose, on the assumption that there is only one hedge counterparty), as determined by the Swaps Valuer in accordance with clause 9.7(b)(ii)(A).

Swaps Settlement Amount means the Required Swap Proportion of the Swaps Portfolio Mark-to-Market Amount.

Swaps Valuer means the party responsible for carrying out the mark-to-market valuation of the Swaps Portfolio in accordance with this agreement, being PwC (or such other party as agreed between the Water Organisation and all Participating Councils).

Swaps Valuation Protocol means the protocol set out in Appendix 4.

Total Net Debt means, at any time, the total net debt of the Council at that time, (where applicable) calculated in accordance with the Transfer Principles and the Net Asset Calculation Manual.

Transaction Documents has the meaning given to that term in clause 1.2(p).

Transfer Agreement means a transfer agreement entered into between a Participating Council and the Water Organisation.

Transfer Principles means the document, in the form agreed by specified representatives of the Participating Councils and the Water Organisation in accordance with the Partners Agreement, setting out:

- (a) the principles and methodology for the identification of the Water Services related assets, liabilities and debt of each Participating Council to be transferred to the Water Organisation under each transfer agreement;
- (b) the method (or options for methods) of transferring Water Services related assets, liabilities and debt of the Participating Councils to the Water Organisation (which may include the Water Organisation agreeing to service and repay debt, or a portion of debt, which shall remain owing by a Participating Council); and

- (c) to the extent not addressed in debt transfer, the method (or options for methods) for recovery by each Participating Council from the Water Organisation of costs incurred by that Participating Council in relation to the planning for, formation of and preparation for provision of any transitional support to, the Water Organisation as a water organisation and water services provider under the LG(WS) Act.

Transferring Water Debt means the particular debt issuances owed by Council to LGFA that are to be transferred by novation to the Water Organisation as at the Completion Date:

- (a) an indicative list of which is set out in Part A of Schedule 8; and
- (b) as such list is finalised in accordance with clause 9.6(b).

Transitional Period means the period from the Completion Date until 30 June 2027.

UHCC Transfer Agreement means the transfer agreement entered into between Upper Hutt City Council and the Water Organisation on or around the date of this agreement.

Warranty Claim means a Claim under any of the warranties in clause 14.1.

Wash-Up Notice means the notice provided by the Council under clause 12.6(b)(iii).

Water Debt Washup means the arrangements contemplated by clause 12.1.

Water Debt Washup Amount means an amount equal to the Council Water Debt less the Transferring Water Debt, where:

- (a) a positive number represents an amount payable by the Water Organisation to the Council; and
- (b) a negative number represents an amount payable by the Council to the Water Organisation,

in each case, as adjusted in accordance with the proviso contained in clause 12.1

Water Debt Washup and Swaps Settlement Payment Date means the date falling 60 days after the Actual Net Asset Adjustment Date.

Water Projects has the meaning given to that term in Part B of Schedule 6.

Water Services has the meaning given to that term in the LG(WS) Act.

Wellington Water means Wellington Water Limited, a New Zealand company, with company number 1337122.

Wellington Water Amalgamation means the amalgamation of Wellington Water and the Water Organisation, to be effected on or as soon as practicable after Completion.

Wellington Water MWPEs means the MWPEs (as defined in the Wellington Water Shareholders Agreement) which have acceded to the Wellington Water Shareholders Agreement in accordance with clause 2.3 of the Wellington Water Shareholders Agreement.

Wellington Water Services Agreement means the Agreement for Provision of Management Services Relating to Water Services dated 9 August 2019, the sixth variation of which was agreed between Hutt City Council and Wellington Water Limited and expires on 30 September 2026.

Wellington Water Shareholders Agreement means the Shareholders and Partnership Agreement relating to Wellington Water Limited as amended and restated on 9 August 2019, and as subsequently amended and acceded to.

Western Hills Cost Contribution means the fixed and capped contribution amount of NZ\$7,000,000 plus GST (if any), payable by GWRC to the Council under the Western Hills Cost Contribution Agreement in respect of the Western Hills Sewer Main Works.

Western Hills Cost Contribution Agreement means the cost contribution agreement titled GWRC and HCC Cost Contribution Agreement for Western Hills Sewer Main Works, that is expected to be entered into on or following the date of this Transfer Agreement (and prior to Completion), between GWRC and the Council, under which GWRC will agree to pay the Western Hills Cost Contribution to the Council in respect of the Western Hills Sewer Main Works.

Western Hills Sewer Main Works means the works to relocate the Western Hill sewer main as detailed and described in the Commercial Delivery Agreement between HCC and NZTA dated 3 April 2025 for delivery of Te Awa Kairangi – Riverlink Project (referred to in Schedule 6 as being partially novated to Tiaki Wai).

1.2 Interpretation: In this agreement, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and vice versa, and a gender includes other genders;
- (c) another grammatical form of a defined word or expression has a corresponding meaning;
- (d) words in this agreement have the same meaning as in the Companies Act 1993 unless inconsistent with the context;
- (e) a reference to a party, person or entity includes:
 - (i) an individual, firm, company, trust, partnership, joint venture, association, corporation, body corporate, estate, state, government or any agency thereof, municipal or local authority and any other entity, whether incorporated or not (in each case, whether or not having a separate legal personality); and

- (ii) an employee, agent, successor, permitted assign, executor, administrator and other representative of such party, person, entity;
- (f) a reference to dollars or \$ is to New Zealand currency and excludes every tax and duty;
- (g) a reference to a clause, appendix or schedule is to a clause, appendix or schedule of this agreement. A reference to a schedule refers to the schedules attached to Appendix 2;
- (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) a reference to any enactment is a reference to that enactment as is in force in New Zealand and includes any enactment which amends, consolidates, supplements or replaces it, and includes a reference to any regulation, rule, ordinance or by-law made under that enactment. Any terms used in this agreement that refer or relate to an enactment have the same meaning as those terms have in that enactment;
- (k) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (l) an obligation not to do something includes an obligation not to allow or cause that thing to be done;
- (m) "written" and "in writing" include any means of reproducing words, figures or symbols in a tangible and visible form;
- (n) references to one party notifying another, or agreeing or objecting to any matter, or requesting anything, means such party notifying, agreeing, objecting or requesting in writing;
- (o) any obligation falling due for performance on or by a day other than a Business Day shall be performed on or by the Business Day immediately following that day; and
- (p) in the event of any inconsistency between any of the following, they will have precedence in the descending order of priority set out below:
 - (i) this agreement;
 - (ii) the Post-Completion Services Agreement;

- (iii) the Net Asset Calculation Manual;
 - (iv) the Transfer Principles; and
 - (v) the Partners Agreement,
- (the **Transaction Documents**).

2. CONDITIONS

2.1 Conditions to be Satisfied: Completion is conditional upon:

- (a) each Participating Council other than the Council entering into a Transfer Agreement with the Water Organisation by 23 June 2026, or such later date as is agreed in writing between the Water Organisation and all Participating Councils; and
- (b) the Water Organisation:
 - (i) acceding to the debt issuance programme operated by LGFA; and
 - (ii) entering into the LGFA Novation Deed with the Council and LGFA,

in each case, by no later than 26 June 2026, or such later date as is agreed in writing between the Water Organisation and all Participating Councils.

2.2 Non-Fulfilment: If the conditions in clauses 1.2(a) and 1.2(b) are not satisfied on or before the condition deadline specified in the relevant clause, this agreement and all other Transfer Agreements will immediately terminate and clause 20.2 shall apply upon such termination.

2.3 Waiver of Conditions: The conditions in clauses 1.2(a) and 1.2(b) are for the benefit of the Water Organisation and all Participating Councils, and may only be waived by agreement between the Water Organisation and all Participating Councils.

3. TERM

3.1 Term: This agreement commences on the Commencement Date and continues until terminated in accordance with clause 20.

4. PURPOSE AND MATTERS TO BE TRANSFERRED

4.1 Purpose of agreement: The parties acknowledge and agree that this agreement is being made pursuant to the LG(WS) Act and the intention is for the parties to give effect to the decisions made by the Council in relation to the provision of Water Services in the Service Area.

4.2 Agreement to transfer: With effect from Completion (except where this agreement provides otherwise) and on and subject to the terms set out in this agreement:

(a) **Assets and Assumed Liabilities:** The Council shall transfer the Assets and Assumed Liabilities to the Water Organisation, and the Water Organisation shall:

- (i) receive the Assets; and
- (ii) assume the Assumed Liabilities, including by taking an assignment/novation of the Contractual Arrangements and Transferring Water Debt under clauses 9.8 and 11 (with a further effective economic assumption of liability for the Water Debt Washup Amount (if any) in accordance with clause 12.1),

from the Council, in accordance with this agreement.

(b) **Swaps transaction:** To reflect the economic transfer of an agreed proportion of the Council's Swaps Portfolio in accordance with the Transfer Principles and Net Asset Calculation Manual, the Council and the Water Organisation shall perform their obligations under clauses 9.7 and 12.2.

(c) **Statutory responsibilities, functions, duties and powers:** The Council shall transfer the Statutory Responsibilities to the Water Organisation, and the Water Organisation shall comply with the Statutory Responsibilities as required by this agreement, and the relevant legislation.

(d) **Operational and management responsibility:** The Council shall transfer to the Water Organisation, and the Water Organisation will assume, the overall responsibility for managing and operating the Water Services in the Service Area as required by this agreement, and the relevant legislation.

(e) **Consents and Resource Consents Responsibilities:** The Council shall transfer the Consents and the Resource Consents Responsibilities to the Water Organisation, and the Water Organisation shall comply with the Consents and Resource Consents Responsibilities as required by this agreement, and the relevant legislation.

(f) **Rights and Claims:** The Council shall transfer to the Water Organisation, and the Water Organisation will assume:

- (i) all rights that the Council has in relation to any Claims that Council may have against a third party; and
- (ii) all Claims made against the Council by any third party, to the extent such Claims are Assumed Liabilities and in accordance with clause 12.12,

relating to the Assets, Assumed Liabilities or Responsibilities.

4.3 Payment of Western Hills Cost Contribution: The parties acknowledge that GWRC and the Council are expected to agree that GWRC will pay the Western Hills Cost Contribution to the Council before the Completion Date under the Western Hills Cost Contribution Agreement. Following the Council's receipt of the Western Hills Cost

Contribution (in whole or in part), the Council will pay an amount equal to the Western Hills Cost Contribution (or any part of the Western Hills Cost Contribution received by it) to the Water Organisation on:

- (a) if the Council receives the Western Hills Cost Contribution from GWRC prior to the Completion Date, the Completion Date; or
- (b) if the Council receives the Western Hills Cost Contribution from GWRC on or after the Completion Date, within three Business Days of its receipt of the Western Hills Cost Contribution,

provided that the Water Organisation agrees that it will apply that amount solely towards the costs of the Western Hills Sewer Main Works. Following its entry into the Western Hills Cost Contribution Agreement, the Council agrees to enforce its rights under the Western Hills Cost Contribution Agreement to procure GWRC's payment of the Western Hills Cost Contribution to the Council.

4.4 Title, property and risk: Subject to Completion occurring, title to, possession of, property in and the benefit and risk of, the Assets:

- (a) until Completion, remains solely with the Council; and
- (b) passes to the Water Organisation on and from Completion,

except where this agreement provides for legal title to an Asset to transfer after Completion, in which case legal title will pass at the relevant time of transfer, and beneficial ownership, possession, and risk of the Asset will pass at Completion, unless otherwise expressly provided in this agreement.

5. MATTERS NOT TRANSFERRED

- 5.1 No transfer:** Without prejudice to clause 12.2, the Council does not transfer any of the Excluded Matters or any other matters not specified in this agreement as transferring to the Water Organisation, and those matters shall continue to be owned, retained and/or performed and exercised by the Council.
- 5.2 No assumption of Liabilities:** Without prejudice to clause 12.2 and except as expressly provided in this agreement, the Water Organisation only assumes the Responsibilities and the Assumed Liabilities, and does not assume any other Liabilities of the Council in relation to the Assets or otherwise.
- 5.3 Abandoned Assets:** The Council and the Water Organisation agree that Abandoned Assets will not transfer on the Completion Date. The parties have agreed that the process specified in the document entitled "Process for Resolving Abandoned Assets Owned by the Council" (which is included at Appendix 5) will be followed to confirm the status of Abandoned Assets that are not currently used for Water Services, and to determine whether they could subsequently be transferred to the Water Organisation by agreement. If any Abandoned Assets are inadvertently transferred to the Water Organisation on 1 July 2026 and are not subsequently agreed to be retained by the Water Organisation, such assets will be transferred back to the Council.

6. PURCHASE CONSIDERATION

6.1 Purchase Consideration: The Purchase Consideration is the amount to be paid or otherwise satisfied by the Water Organisation for:

- (a) taking the transfer of the Assets;
- (b) assuming the Assumed Liabilities; and
- (c) entering into the Swap Cash Settlement Arrangements,

being Initial Purchase Consideration, subject to the Post-Completion Financial Adjustment ("**Purchase Consideration**").

6.2 Calculation of Initial Purchase Consideration: The Initial Purchase Consideration will equate to the Council's Estimated Net Assets, which was calculated by the Council and notified to the Water Organisation and each other Participating Council no later than the end of May 2026 in accordance with the Partners Agreement ("**Initial Purchase Consideration**").

6.3 Satisfaction of Initial Purchase Consideration: The Initial Purchase Consideration will be satisfied on Completion by the Water Organisation:

- (a) issuing to the Council such number of fully paid ordinary shares as represents the amount of the Initial Purchase Consideration divided by \$10, and rounded to the nearest whole number (with the final issue price of those shares to be determined under clause 6.4(f)); and
- (b) entering into, and performing its obligations under, the LGFA Novation Deed.

6.4 Post-Completion Financial Adjustment:

- (a) The parties acknowledge that the Initial Purchase Consideration is calculated on the basis of the Council's best estimate of its Estimated Net Assets as at the end of May 2026.
- (b) On or prior to the date falling 15 Business Days after the date on which the Council's auditors issue their final sign-off in respect of the Council's audited annual financial statements for the financial year ending 30 June 2026, the Council will give notice ("**Final Net Assets Notice**") to the Water Organisation and the other Participating Councils, in accordance with clause 7.5 of the Partners Agreement, setting out:
 - (i) the Council's Actual Net Assets as at the Completion Date;
 - (ii) Total Net Debt as at the Completion Date;
 - (iii) the actual amount of Council Water Debt reflected in the calculation of the Council's Actual Net Assets as at the Completion Date;

- (iv) the Water Debt Washup Amount; and
- (v) the Swaps Settlement Amount,

together with sufficient supporting information evidencing the calculation of those amounts (including details of all calculations anticipated by the Net Asset Calculation Manual). If the audit sign-off in respect of the Council's audited annual financial statements is qualified, then the Council will include in its Final Net Assets Notice full details of the qualification and how the qualification has been taken into account in any information or figures included in the Final Net Assets Notice, including the amount of any adjustment made to figures which would otherwise have been included in the Final Net Assets Notice.

- (c) Once the Council has received the Final Net Assets Notice of all other Participating Councils under their Transfer Agreements, it will have 15 Business Days to raise any disputes under clause 2.2(b) of the Partners Agreement, and the expert resolution process in clause 15 of the Partners Agreement shall then be followed in relation to any such dispute, otherwise the Council will be taken to have accepted the Final Net Assets Notices of all other Participating Councils. For the avoidance of doubt, in applying clauses 2.2(b) and 15 of the Partners Agreement to any such dispute, those clauses shall extend to any dispute relating to information contained in the Final Net Assets Notice, as if it was a dispute relating to the Actual Net Assets of the Council.
- (d) Once the Water Organisation has received the Final Net Assets Notice of all Participating Councils under their Transfer Agreements, it will have 15 Business Days to raise any dispute relating to information contained in the Final Net Assets Notice, and the expert resolution process in clause 15 of the Partners Agreement shall then be followed in relation to any such dispute, otherwise the Water Organisation will be taken to have accepted the Final Net Assets Notices of all Participating Councils.
- (e) The Water Organisation will use:
 - (i) the amount of Actual Net Assets finally determined under clauses 6.4(b), 6.4(c) and 6.4(d), after resolution of any disputes; and
 - (ii) the equivalent amounts of actual net assets finally determined for the other Participating Councils under their Transfer Agreements and the Partners Agreement,

to calculate the amount of additional fully paid ordinary shares in the Water Organisation to be issued to the Council and the other Participating Councils so that:

- (iii) each Participating Council's total number of shares in the Water Organisation is equivalent to the dollar amount of their Actual Net Assets (rounded to the nearest dollar); and

- (iv) the issue price of all shares in the Water Organisation is one dollar per share.

On the Actual Net Asset Adjustment Date, in full and final satisfaction of the Purchase Consideration, the board of the Water Organisation will issue each Participating Council an additional number of fully paid ordinary shares to reflect the amounts calculated in accordance with this clause, make entries in the share register of the Water Organisation to record the issue of shares and notify the Companies Office of the issue of shares, and the Council consents to such issue.

- (f) The final Purchase Consideration will be the amount of Actual Net Assets finally determined under this clause 6.4 and the Partners Agreement, and the final consideration per share issued to the Council under this clause 6 shall be one dollar, reflecting the Actual Net Assets of the Council (rounded to the nearest dollar) divided by the number of shares issued to the Council.

7. TAX

7.1 The parties agree and acknowledge that, pursuant to section 255 of the LG(WS) Act, they are treated as the same person for the purposes of the Inland Revenue Acts (as defined in section 3(1) of the Tax Administration Act 1994) and, therefore, no tax consequences arise in respect of the transaction contemplated by this agreement as the transaction involves the Council transferring the role of providing Water Services to the Water Organisation.

7.2 If a payment under or in connection with this agreement relates to or is expressly calculated under this agreement by reference to any cost, expense, loss or outgoing of any person (relevant expense), then notwithstanding anything else in this agreement the payment will be determined in the first instance with reference to the relevant expense reduced by an amount equal to any input tax deduction available to the person in respect of the relevant expense under the Goods and Services Tax Act 1985.

8. EMPLOYEES/CONTRACTORS

8.1 **Identification of affected employees:** Pursuant to clause 1 of Schedule 1 of the LG(WS) Act, the Council has identified, and the parties have agreed on, the individuals affected by that legislation. Those individuals who have been offered and accepted employment with the Water Organisation are listed in Schedule 17.

8.2 **Reasonable endeavours:** The parties shall use all reasonable endeavours to facilitate the transfer of each Employee.

8.3 **Consultation with Employees:** The Council has, prior to the Commencement Date, undertaken a consultation period as required by the Council's employment agreements with the Employees, which may have included consultation with Employees and their union.

8.4 **Offer of employment:** The offers of employment that have been made by the Water Organisation were:

- (a) on the same terms as the Employees' current terms with the Council and with their continuous service recognised; and
- (b) conditional on:
 - (i) the transfer proceeding and with effect from the Completion Date; and
 - (ii) Employees remaining employed by the Council until the Completion Date.

8.5 Access to Employees and Contractors: The Council has allowed, prior to the Commencement Date, and will allow between the Commencement Date and Completion, at such times as mutually agreed by the parties, each acting reasonably and in good faith, the Water Organisation:

- (a) access to each Employee and Contractor to discuss the transfer; and
- (b) subject to obtaining each Employee's and Contractor's consent to disclosure, if required, a copy of each Employee's employment records (or equivalent for Contractors) with the timing of delivery to take into account the Council's operational activities.

8.6 Water Organisation's Assumed Accrued Employee Benefits: From Completion, the Water Organisation assumes responsibility for, and indemnifies the Council against, any Liability arising from or in connection with Accrued Employee Benefits.

8.7 Return of Employee information: Where any Council employee, prior to the date of this agreement or Completion, did or does not accept an offer of employment from the Water Organisation (and therefore is not an Employee for the purposes of this agreement), the Water Organisation will, at the option of the Council, return to the Council or destroy all personal information provided to the Water Organisation in relation to such employee (including but not limited to all employment records obtained).

8.8 Identification of Contractors: The parties have agreed, prior to the Commencement Date, which individuals will have their terms and conditions novated to the Water Organisation ("**Contractors**"). Those Contractors are listed in Schedule 17.

9. PRE-COMPLETION OBLIGATIONS

9.1 Positive obligations of Council: Between the Commencement Date and Completion, the Council shall, subject to clause 9.4 (but without limiting the negative obligations of the Council in clause 9.2 or 9.3):

- (a) continue to perform the Water Services, and operate and maintain the Assets, in the normal course in accordance with the business practices employed by the Council as at the Commencement Date;

- (b) continue to make such payments and discharge such obligations in a manner consistent with the timing and method of payment or discharge employed by the Council in the 12 month period prior to the Commencement Date; and
- (c) promptly notify the Water Organisation of:
 - (i) any law suits, Claims, proceedings (other than normal debt collection proceedings), investigations or adverse events which may occur, be threatened, brought, asserted or commenced against it, its councillors or employees, involving or affecting the Business, the Assets, the Assumed Liabilities, and/or the Responsibilities; and
 - (ii) any breach by the Council, in any material respect, of any of the Responsibilities, any of the Designations, or the Contractual Arrangements, or any breach, in any material respect, by any counterparty to the Contractual Arrangements.

9.2 Negative obligations of Council: Between the Commencement Date and Completion, the Council shall not, subject to clause 9.4 (but without limiting the positive obligations of the Council in clause 9.1 or 9.3):

- (a) alter any of the conditions of employment and/or engagement of the Employees or Contractors (other than as required to provide for changes required to meet agreements with unions, salary increases and the payment of bonuses in accordance with the ordinary course of operations of the Council, provided such changes have been notified in advance to the Water Organisation);
- (b) agree to amend any of the terms of any Contractual Arrangement; or
- (c) acquire or dispose of any of the Assets, or enter into any new Assumed Liabilities or swap transactions, other than in the ordinary course of conducting the Business (or, in the case of swap transactions, in the ordinary course of the Council's business).

9.3 Interim property obligations: Between the Commencement Date and the later of Completion or registration of any declaration or transfer instrument relating to any Property Asset, the Council shall (in addition to complying with its obligations in clause 9):

- (a) maintain all Property Assets according to existing practice and existing maintenance and works schedules;
- (b) not acquire any new Property Assets or dispose of, vary or otherwise in any way deal with any of the Property Assets, unless otherwise agreed between the Council and the Water Organisation; and
- (c) take such steps as required by Appendix 3 to prepare for the transfer of the Property Assets.

9.4 Exceptions: Clauses 9.1, 9.2 and 9.3 do not prevent the Council from doing anything that:

- (a) is expressly permitted by this agreement or is otherwise agreed by the parties in writing; or
- (b) is approved in writing by the Water Organisation.

9.5 Additional agreements: The parties will negotiate and agree the form of the Post-Completion Services Agreement and the statements of work which the parties have agreed are required to be in place for the Completion Date, and such documents will be signed on or before the Completion Date. The parties agree the statements of work will cover the following matters, with some of the statements of work to be entered into after the Completion Date:

- (a) the terms relating to the Water Organisation appointing the Council as its agent to collect Water Services related revenues on behalf of the Water Organisation, in accordance with clause 6 of Schedule 2 of the LG(WS) Act, including:
 - (i) how and when the Council will pass revenue collected on to the Water Organisation, including details of transitional arrangements and the duration of those arrangements; and
 - (ii) any associated fees and expenses that will be charged and retained by the Council;
- (b) the payment by the Council of development contributions, or financial contributions to which section 129(3) of the LG(WS) Act applies;
- (c) any other agreed transitional, operational or support services; and
- (d) how the parties will work together in relation to matters of shared interest, including:
 - (i) when the Council is performing and exercising its functions, duties, and powers under the Building Act 2004;
 - (ii) land use planning and resource management planning (including consent processes); and
 - (iii) the performance or exercise of any statutory duties, and powers of the parties that are relevant to both parties, such as in respect of emergency management.

9.6 Determination of Transferring Water Debt: The Council shall, at the same time as it delivers its Estimated Net Assets in accordance with clause 7.4 of the Partners Agreement, deliver to the Water Organisation a notice:

- (a) specifying the amount of:

- (i) estimated Council Water Debt taken into account in the Estimated Net Assets (**Estimated Council Water Debt**); and
 - (ii) estimated Total Net Debt as at the Completion Date (to be used for the purposes of calculating the estimated Required Swap Proportion under clause 9.7(b)(ii)(B)); and
- (b) attaching an updated version of Part A of Schedule 8, determined in accordance with the Transfer Principles and the Net Asset Calculation Manual, which shall consist of whole (and not partial) debt issuances owed by the Council to LGFA that, in aggregate, amount to a sum that is as close as reasonably practicable to, but does not exceed, the Estimated Council Water Debt (which shall be the final Transferring Water Debt).

9.7 Determination of Swap Values:

- (a) Prior to 31 May 2026, the Water Organisation and the Council (together with the other Participating Councils) agreed the engagement of the Swaps Valuer (who shall be engaged by the Water Organisation and the Participating Councils on a joint basis).
- (b) The parties shall ensure that:
 - (i) as at 5pm on the Business Day immediately prior to the Completion Date, the Swaps Valuer shall undertake an independent valuation of each Swap as at that time in accordance with the Swaps Valuation Protocol, in order to determine:
 - (A) the Swap Mark-to-Market Amount for each Swap; and
 - (B) the Swaps Portfolio Mark-to-Market Amount; and
 - (ii) promptly, on the Completion Date, the Swaps Valuer shall deliver a notice to the Council and the Water Organisation setting out:
 - (A) the Swap Mark-to-Market Amount for each Swap and the Swaps Portfolio Mark-to-Market Amount, in each case determined in accordance with the Swaps Valuation Protocol;
 - (B) the estimated Required Swap Proportion (for this purpose, based on the Estimated Council Water Debt instead of the Council Water Debt and the estimate of Total Net Debt provided under clause 9.6(a)(ii)); and
 - (C) based on the foregoing, the estimated Swaps Settlement Amount that will be payable by the Water Organisation or the Council (as the case may be) to the other in order to reflect the economic transfer of an agreed proportion of the Council's Swaps Portfolio in accordance with the Transfer Principles and Net Asset Calculation Manual,

together with sufficient supporting information evidencing the calculation of those amounts.

9.8 Novation and Counterparty Consents:

(a) Prior to Completion:

(i) if a Contractual Arrangement requires counterparty consent to assignment or novation, the Council shall use all reasonable endeavours to have each of the counterparties to the Contractual Arrangement:

(A) provide such consent to the assignment of the Contractual Arrangement to the Water Organisation with effect from Completion, on terms that are acceptable to both the Council and Water Organisation ("**Counterparty Consents**"); or

(B) where novation is required by the Contractual Arrangement, enter into a deed of novation, on terms acceptable to each of the Council and the Water Organisation (acting reasonably), to novate the Contractual Arrangement to the Water Organisation with effect from Completion; and

(ii) in respect of any agreements relating to Transferring Water Debt, the Council must use best endeavours to procure that LGFA enters into a deed of novation with the Council and the Water Organisation, on terms acceptable to each of the Council and the Water Organisation (acting reasonably), to novate the relevant agreements relating to Transferring Water Debt (together with all outstanding 'borrower notes' associated with that debt) to the Water Organisation with effect from Completion (**LGFA Novation Deed**).

(b) The Water Organisation shall provide such assistance to the Council as it reasonably requests in relation to clause 9.8(a).

(c) If, in relation to any Contractual Arrangement falling under clause 9.8(a)(i):

(i) no deed of novation has been entered into in respect of that Contractual Arrangement; and

(ii) where a Counterparty Consent is required in respect of that Contractual Arrangement, that Counterparty Consent has not been obtained,

on or before Completion, the Water Organisation shall not delay or fail to undertake Completion and clause 11 will apply.

9.9 Additional assets, responsibilities, liabilities and Consents: If, before Completion, the Council or the Water Organisation identifies any asset, responsibility, Liability, contract or Consent held by the Council that:

- (a) is necessary for the Water Organisation to carry on the Business after Completion in a manner consistent with how the Business was carried on during the 12 months prior to Completion; and/or
- (b) primarily relates to the provision of Water Services,

other than an Excluded Asset ("**Additional Item**"), then the Authorised Representatives may agree to vary this agreement, so that the Additional Item is added to the relevant schedule of this agreement, and any asset or liability associated with that Additional Item will be accounted for in the calculation of Actual Net Assets. If the parties cannot agree on such a variation, the Expert Resolution Process will apply.

10. COMPLETION

10.1 Time of Completion: Completion of the transfer of the Assets, Assumed Liabilities, and Responsibilities ("**Completion**") shall take place electronically not later than 10am on the Completion Date, or at such other time and place as may be agreed between the parties.

10.2 Obligations on Completion: At Completion:

- (a) the Water Organisation shall satisfy the Initial Purchase Consideration in accordance with clause 6.3, make entries in the share register of the Water Organisation to record the issue of shares under clause 6.3 and notify the Companies Office of the issue of shares, and the Council consents to such issue;
- (b) subject to clause 10.4, legal and beneficial title to, risk to, and possession of, the Assets shall be given by the Council and accepted by the Water Organisation, and the Council will deliver all Assets, possession of which passes by delivery, at the places they are situated;
- (c) the Council shall take such actions, and sign and deliver to the Water Organisation (together with all relevant documents of or evidencing ownership) such documents and other things necessary, to transfer to the Water Organisation full and unencumbered (other than by way of Permitted Encumbrances) legal and beneficial title to, and possession of, the Assets as the Water Organisation may reasonably require, including by following the procedures set out in Appendix 3;
- (d) the Water Organisation assumes the Assumed Liabilities and shall take such actions, and sign and deliver to the Council such documents and other things necessary, for the Water Organisation to assume full responsibility for the Assumed Liabilities (including as provided for in clauses 9.8 and 11), as the Council may reasonably require;

- (e) the Water Organisation or the Council (as the case may be) assumes the obligations provided for in clause 12.2 in respect of the Swaps Portfolio;
- (f) the Water Organisation assumes the Responsibilities and shall take such actions for the Water Organisation to assume full responsibility for the Responsibilities as the Council may reasonably require;
- (g) the Council will provide the Water Organisation with access to the Records and the Data in accordance with clause 12.10;
- (h) each party must sign (to the extent it has not already done so) and deliver to the other party a copy of the Post-Completion Services Agreement and the LGFA Novation Deed;
- (i) the Council must deliver to the Water Organisation:
 - (i) duly executed transfers to the Water Organisation of all the shares it holds in Wellington Water in registrable form together with the share certificates (if any) for those shares;
 - (ii) evidence reasonably satisfactory to the Water Organisation that the transfer of those shares to the Water Organisation has been recorded in Wellington Water's share register so that the Water Organisation is recorded as the legal owner of those shares;
 - (iii) evidence reasonably satisfactory to the Water Organisation that the transfer of those shares to the Water Organisation has been notified to the Companies Office, such that the Water Organisation is shown on the Companies Register as the holder of those shares; and
 - (iv) a resolution of the board of directors of Wellington Water approving the transfers of those shares and directing that, on presentation of the executed transfer, the Water Organisation be entered in Wellington Water's share register as the holder of those shares and the existing share certificates (if any) for those shares be cancelled; and
- (j) the Council must deliver to the Water Organisation:
 - (i) transfers of the Consents (if any), which do not automatically pass to the Water Organisation on Completion as the registered owner of any freehold land comprising part of the Assets, duly executed by the Council (to the extent held by the Council) or executed by the relevant consent holder(s) (which the Council shall procure, to the extent the Consents are held by a related party of the Council) in each case in a form satisfactory to the Water Organisation (acting reasonably); and
 - (ii) confirmation that the Council has advised the Minister for the Environment and the relevant territorial authority of the transfer

of any Designation(s) pursuant to section 180 of the Resource Management Act 1991 (or any corresponding section of any successor legislation); and

- (k) if and to the extent required by clause 4.3, the Council will pay to the Water Organisation an amount equal to the Western Hills Cost Contribution (or any part of the Western Hills Cost Contribution received by the Council).

10.3 Assignment of rights: With effect from Completion, and subject to clauses 9.8, 10.4 and 11, the Council assigns to the Water Organisation all its property and contractual rights in the Assets.

10.4 Qualification of Council delivery obligations: To the extent that it is not reasonably practicable for the Council to comply with clause 10.2 on the Completion Date in relation to:

- (a) any Plant and Equipment, the relevant Plant and Equipment will be transferred to the Water Organisation as soon as is reasonably practicable after Completion, the Water Organisation shall be provided with access to, and shall take operational responsibility for, that Plant and Equipment, and the Council will follow all reasonable directions of the Water Organisation in relation to such Plant and Equipment;
- (b) any Contractual Arrangement, clause 11 shall apply to that Contractual Arrangement;
- (c) any of the Property Assets for which the transfer is not completed on the Completion Date, the Council will grant a licence to the Water Organisation as described in paragraph 3 of Appendix 3;
- (d) any Consents, the arrangements specified in clause 12.5 shall apply to those Consents; and
- (e) any Records, the Council shall provide access to or copies of those records to the Water Organisation to the maximum extent which is reasonably practicable, and use all reasonable endeavours to transfer those records to the Water Organisation as soon as is reasonably practicable in accordance with clause 12.10,

and the Council's obligations under clause 10.2 are qualified accordingly. The effect of this clause shall not be taken into account in the calculation of Actual Net Assets.

10.5 Completion simultaneous: The actions specified in clauses 10.2 and 10.3 must take place on the same day. Subject to clause 10.4, if any of the documents required to be delivered, or actions required to be taken, pursuant to clause 10.2 are not delivered or taken for any reason, the Water Organisation is entitled, without prejudice to any of its other rights or remedies to:

- (a) effect Completion so far as is practicable having regard to the defaults which have occurred and in so doing either to release, or without releasing (as the

Water Organisation may elect), the Council from Liability to comply as soon as reasonably practicable with its obligations under that clause; and/or

- (b) if any default is not remedied within 20 Business Days after the Completion Date, sue for specific performance.

10.6 Wellington Water Provisions:

- (a) With effect from the end of the day immediately prior to the Completion Date, but subject to Completion and the agreement of the Wellington Water MWPEs and all other Participating Councils, the Council agrees that the Wellington Water Shareholders Agreement is terminated and of no further effect. This clause, together with the corresponding clauses in the Transfer Agreements of the other Participating Councils, and the agreement of the MWPEs constitutes and has effect as agreement to terminate the Wellington Water Shareholders Agreement by all parties to that agreement.
- (b) The transfer of all shares in Wellington Water to the Water Organisation is approved, and the Water Organisation is approved as a transferee of those shares, for the purposes of clause 7 of Wellington Water's constitution. This clause, together with the corresponding clauses in the Transfer Agreements of the other Participating Councils, constitutes and has effect as a special resolution of Class A Shareholders in Wellington Water in writing under section 122 of the Companies Act and clause 9.4 of Wellington Water's constitution.
- (c) The Wellington Water Amalgamation is approved as a "Shareholder Reserved Matter" for the purposes of clause 5.3(b) of the Partners Agreement and, to the extent the Wellington Water Amalgamation is a major transaction (as defined in the Companies Act) of Wellington Water or the Water Organisation, it is approved for the purposes of section 129 of the Companies Act. This clause, together with the corresponding clauses in the Transfer Agreements of the other Participating Councils, constitutes and has effect as:
 - (i) a special resolution of Class A Shareholders in Wellington Water in writing under section 122 of the Companies Act and clause 9.4 of Wellington Water's constitution; and
 - (ii) a special resolution of shareholders in the Water Organisation in writing under section 122 of the Companies Act.
- (d) With effect on and from the Wellington Water Amalgamation, the Council's Wellington Water Services Agreement shall terminate with effect from the end of 30 June 2026, and Wellington Water, the Water Organisation and the Council shall have no further rights or Liabilities under the Wellington Water Services Agreement, other than service charges or other fees or amounts payable by the Council in respect of the period up to the end of 30 June 2026.

11. CONTRACTUAL ARRANGEMENTS

11.1 Assignment and Novation:

- (a) Subject to clause 9.8, clause 11.5 and Completion, and on and with effect from the Completion Date, the Council assigns and the Water Organisation accepts an assignment of all of the Council's rights under, benefits of and interests in ("**Benefits**"), and assumes the burden of, the Contractual Arrangements (each a "**Relevant Contract**") which are capable of assignment without the consent of the counterparty.
- (b) This agreement does not constitute an assignment or an attempted assignment, or novation or attempted novation as the case may be, of a Relevant Contract if an assignment or attempted assignment requires the consent of the counterparty to the Relevant Contract and would constitute a breach of that Relevant Contract if an assignment were made without that consent.

11.2 Consent to transfer of Relevant Contracts:

- (a) If the consent of a third party is required for the assignment, and has not been obtained prior to Completion, the Council must continue to use all reasonable endeavours to obtain that consent by or as soon as reasonably practicable after Completion, on terms that are acceptable to both the Council and the Water Organisation.
- (b) Pending the transfer of any Relevant Contract to the Water Organisation under clause 11.1, the Council must:
 - (i) hold the Benefits of the Relevant Contract on trust for the Water Organisation and account to the Water Organisation promptly after receipt by it for the value of any Benefit of the Relevant Contract that arises (or relates to the period) after the Completion Date; and
 - (ii) not agree to any termination, amendment or variation of, or waiver of any of the Council's rights under the Relevant Contract without the prior written approval of the Water Organisation.

11.3 Performance of Relevant Contracts:

- (a) The Council must perform and observe all obligations of the Council under any Relevant Contract which are due to be performed (or relate to the period) before the Completion Date.
- (b) The Water Organisation must, to the extent it lawfully can, assume, perform and observe all obligations of the Council under any Relevant Contract (including any Relevant Contract the Benefits of which are held on trust under clause 11.2(b)(i)) which are due to be performed (or relate to the period) on and after the Completion Date, as well as any obligation to make any payment in respect of the Relevant Contracts.

11.4 Transfer of Relevant Contracts Unavailable: If, despite their reasonable endeavours, the Council and the Water Organisation are unable to (including because any third party consent required cannot be obtained) transfer a Relevant Contract under 11.2(a):

- (a) clause 11.3 will continue to apply, unless the Council and the Water Organisation otherwise agree; and
- (b) if the Water Organisation is of the reasonable opinion (notified to the Council, with supporting detail) that the Relevant Contract:
 - (i) involves unreasonably burdensome obligations (to be performed by the Water Organisation under clause 11.3(b));
 - (ii) is causing or is likely to cause the Water Organisation to incur losses (i.e. the revenues recovered under the Relevant Contract do not cover the costs of performance); or
 - (iii) is not on arm's length commercial terms,
 then the Council must, if requested by the Water Organisation:
 - (iv) seek termination of the Relevant Contract on reasonable terms approved by the Water Organisation; or
 - (v) seek to renegotiate the Relevant Contract in accordance with the Water Organisation's instructions,

provided that the Water Organisation will meet the costs of the Council reasonably incurred in relation to meeting such a request.

The effect of this clause shall not be taken into account in the calculation of Actual Net Assets.

11.5 Specific terms relating to the IAF Funding Agreement: The parties acknowledge that the IAF Funding Agreement relates to both the Water Projects and the Retained Projects, and that the Council's rights and obligations under the IAF Funding Agreement insofar as they relate to the Water Projects and (in the case of the Council's obligations) only insofar as they relate to the period after Completion are to transfer to the Water Organisation under this Agreement.

However, as it is not practicable for the parties to separate and assign or novate the Council's rights and obligations under the IAF Funding Agreement insofar as they relate to the Water Projects to the Water Organisation, the parties shall instead deal with the IAF Funding Agreement from Completion in accordance with Part B of Schedule 6.

Notwithstanding the foregoing, the parties agree that the Council's rights and obligations under the IAF Funding Agreement, insofar as they relate to the Water Projects and (in the case of the Council's obligations) only insofar as they relate to the period after Completion, constitute an Asset and an Assumed Liability (respectively) for the purposes of this Agreement.

If, following Completion, the parties, acting reasonably and in good faith, agree that the IAF Funding Agreement can be separated as between the Water Projects and the Retained Projects without adversely affecting the interests of either party, the parties shall use all reasonable endeavours to achieve such separation with the counterparty to the IAF Funding Agreement.

12. POST-COMPLETION PROVISIONS

12.1 Payment of Water Debt Washup Amount: In order to ensure that the amount of debt that is assumed by the Water Organisation under this agreement is equal to the Council Water Debt, the parties shall ensure that, by no later than the Water Debt Washup and Swaps Settlement Payment Date:

- (a) if the Water Debt Washup Amount is a positive number, the Water Organisation shall either:
 - (i) (if the Council holds sufficient Commercial Paper) enter into a deed of novation with the Council and LGFA, on terms acceptable to each of the Council and the Water Organisation, to novate an amount of Commercial Paper that has an aggregate purchase price (at the relevant discounted rate) that is equal to the Water Debt Washup Amount to the Water Organisation, with effect from the Water Debt Washup and Swaps Settlement Payment Date; or
 - (ii) make a payment of cash to the Council in an amount equal to the Water Debt Washup Amount,

at the election of the Water Organisation; or
- (b) if the Water Debt Washup Amount is a negative number, the Council shall make a payment of cash to the Water Organisation in an amount equal to the Water Debt Washup Amount,

provided that, in calculating the Water Debt Washup Amount in accordance with this clause 12.1, an adjustment shall be made to the Water Debt Washup Amount to account for any LGFA borrower notes that either (A) (in the case of paragraph (a) above) would have been novated by the Council to the Water Organisation at Completion if the relevant Council Water Debt had transferred to the Water Organisation in accordance with this agreement, or (B) (in the case of paragraph (b) above) would have been retained by the Council as an asset instead of being transferred to the Water Organisation at Completion.

In addition, where:

- (c) clause 12.1(a)(ii) applies, the Water Organisation shall, at the same time that it pays the Water Debt Washup Amount, pay to the Council interest on the Water Debt Washup Amount calculated at the Council Weighted Average Rate in respect of the period from the Completion Date to the date of actual payment of the Water Debt Washup Amount; and

- (d) clause 12.1(b) applies, the Council shall, at the same time that it pays the Water Debt Washup Amount, pay to the Water Organisation interest on the Water Debt Washup Amount calculated at the Council Weighted Average Rate in respect of the period from the Completion Date to the date of actual payment of the Water Debt Washup Amount.

12.2 Payment of Swaps Settlement Amount: In order to provide for the economic transfer of an agreed proportion of the Council's Swaps Portfolio in accordance with the Transfer Principles and Net Asset Calculation Manual, the parties shall ensure that:

- (a) by no later than ten (10) Business Days prior to the date on which the Council is required to deliver the Final Net Assets Notice in accordance with clause 6.4(b), the Council delivers a notice to the Swaps Valuer and the Water Organisation specifying:

- (i) Total Net Debt as at the Completion Date; and
- (ii) the actual amount of Council Water Debt reflected in the calculation of the Council's Actual Net Assets as at the Completion Date,

(together with sufficient supporting information evidencing the calculation of those amounts);

- (b) by no later than five Business Days prior to the date on which the Council is required to deliver the Final Net Assets Notice in accordance with clause 6.4(b), the Swaps Valuer delivers a notice to the Council and the Water Organisation, confirming:

- (i) the Required Swap Proportion; and
- (ii) the resulting Swaps Settlement Amount that is payable by the Water Organisation or the Council (as the case may be) to the other,

together with sufficient supporting information evidencing the calculation of those amounts; and

- (c) the Water Organisation or the Council (as the case may be) pays the Swaps Settlement Amount in freely available funds to the other, by no later than the Water Debt Washup and Swaps Settlement Payment Date.

12.3 Transitional Period: The parties acknowledge that, following Completion and during the Transitional Period, the parties agree (without limiting, and subject to, any provision of this agreement, the Post-Completion Services Agreement and the property-related matters set out in Appendix 3):

- (a) that the Council will do all reasonable things to support the Water Organisation and the provision of Water Services during the Transitional Period, provided that this obligation will not require the Council to provide any services or undertake any activities which were provided or undertaken

by Wellington Water prior to Completion, or to obtain or apply any additional resources to those resources it used to provide Water Services in the 12 months prior to the Completion Date;

- (b) to conduct monthly meetings to review any matters in relation to this agreement and to resolve any issues which arise during the Transitional Period; and
- (c) that the overriding intention of the parties is to ensure that there is no interruption to the provision of Water Services being provided to consumers as a result of this agreement, and that such provision of Water Services should be materially on the same basis as has occurred in the 12 months prior to the Completion Date.

12.4 Trust for non-assigned Assets: Except for any Contractual Arrangements which are covered by clause 11, if any of the Assets are not able to be assigned or transferred to the Water Organisation at Completion, the Council shall as from Completion and until such time as those Assets are assigned or transferred to the Water Organisation (which must occur within five Business Days of those Assets becoming able to be assigned or transferred to the Water Organisation), hold such Assets on trust for the Water Organisation. The Water Organisation is entitled to enforce its and the Council's rights in respect of such Assets in the name of the Council, acting always in accordance with any relevant contracts and the law, in good faith, for a proper purpose and having due regard to protecting the reputation of the Council. Except in cases of emergency, the Water Organisation must not commence any legal proceedings relating to any Asset held on trust without the Council's consent (such consent not to be unreasonably delayed or withheld) and must conduct the proceedings in accordance with any reasonable directions of the Council. In the case of an emergency, if the Water Organisation commences legal proceedings without the Council's prior written consent, the Water Organisation must:

- (a) give the Council written notice as soon as reasonably practicable and, in any event, within 24 hours of commencement, summarising the nature of the proceedings and the emergency circumstances; and
- (b) thereafter comply with this clause 12.4.

12.5 Consents: Where any Consent cannot be transferred to the Water Organisation at Completion, that Consent will be held by Council for the benefit of the Water Organisation until such Consent is able to be transferred to the Water Organisation, and each party will do all things and sign all documents in order to give effect to such transfers. Prior to any such transfers taking place:

- (a) the Council will provide the Water Organisation with all correspondence received relating to such Consents;
- (b) the Council will exercise and enforce such Consents for the benefit of the Water Organisation, as directed by the Water Organisation (subject to such directions not breaching the terms of the Consent, any laws or health and safety obligations), and at the Water Organisation's cost; and

- (c) the Water Organisation will be responsible for compliance with all conditions of, and obligations relating to or arising from, such Consents.

12.6 Additional or non-transferring assets, contracts and liabilities:

- (a) If, after Completion, the Council or the Water Organisation identifies:
- (i) any asset or contract held by the Council that:
 - (A) is necessary for the Water Organisation to carry on the Business after Completion in a manner consistent with how the Business was carried on during the 12 months prior to Completion; and/or
 - (B) primarily relates to the provision of Water Services,

(including any liabilities relating to such asset or contract), other than an Excluded Matter ("**Further Item**"), then the Authorised Representatives of the parties may agree (taking into account the Transfer Principles) that the Further Item is to be transferred to the Water Organisation (subject to obtaining any applicable counterparty consent on terms satisfactory to both the Council and Water Organisation), on terms and for consideration agreed to by the Authorised Representatives; or
 - (ii) any asset, contract or liability that has transferred to, or which the parties purported to transfer to, the Water Organisation, but which the parties agree should not have been, or should not be, transferred to the Water Organisation, (a "**Non-Transferring Item**") then the Authorised Representatives of the parties may agree such steps as are necessary to deal with the Non-Transferring Item, which may include the parties agreeing in writing that the Non-Transferring Item has not transferred to the Water Organisation or, where transfer has occurred, may involve a transfer back to the Council. The Authorised Representatives will agree on the terms relating to any such agreement and any such consideration that may need to be paid by the Council to Water Organisation. The parties agree that such consideration should represent the value of the consideration allocated to such Non-Transferring Item as part of the Purchase Consideration, unless the parties agree otherwise.
- (b) In respect of the Further Items and Non-Transferring Items referred to in clause 12.6(a) that the parties agree will transfer, and are transferred, prior to the end of the Transitional Period and prior to the Second Wash-Up Date:
- (i) the consideration shall be agreed and fixed on a basis, as far as possible, consistent with the Net Asset Calculation Manual. If the parties cannot agree on such terms and consideration, the Expert Resolution Process will apply, but without binding any party to agree to the terms or consideration fixed under that process;

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- (ii) the Council and the Water Organisation will each keep a record of the amounts of consideration that have been agreed to be payable in respect of the Further Item(s) and Non-Transferring Item(s) throughout the Transitional Period and from 1 July 2027 to the Second Wash-Up Date;
 - (iii) within 15 Business Days after each of the end of the Transitional Period and after the Second Wash-Up Date, the Council will provide a written notice to the Water Organisation setting out the total amounts of consideration payable by, the Water Organisation in respect of any Further Item(s) and by the Council in respect of any Non-Transferring Items ("**Wash-Up Notice**"). Each Wash-Up Notice will also include the amount of the difference between the amount of consideration payable in respect of the Further Item(s) and the amount of consideration payable in respect of the Non-Transferring Item(s) ("**Difference**"), which:
 - (A) if the consideration for the Further Item(s) is greater than the consideration for the Non-Transferring Item(s), will be payable by Water Organisation to the Council; and
 - (B) if the consideration for the Further Item(s) is less than the consideration for the Non-Transferring Item(s), will be payable by the Council to the Water Organisation,

in accordance with clause 12.6(b)(v), and, for the avoidance of doubt, this will include the value of the Western Hills Cost Contribution, provided that an amount equal to the Western Hills Cost Contribution has been paid to the Water Organisation in accordance with clauses 4.3 and 10.2(k);
 - (iv) within 10 Business Days of the Water Organisation's receipt of each Wash-Up Notice, the Water Organisation will notify the Council whether it agrees with the Wash-Up Notice or whether it disagrees, explaining the reasons for disagreement. The parties will attempt to reach agreement on the amounts of consideration payable, but if the parties are unable to reach agreement within 10 Business Days of the Water Organisation's notice, the Expert Resolution Process will apply;
 - (v) within 10 Business Days of the later of:
 - (A) notice that the Water Organisation agrees with the Wash-Up Notice; or
 - (B) if applicable, the amount of consideration for the Further Item(s) and Non-Transferring Item(s) (and the resulting Difference) being agreed or determined in accordance with the Expert Resolution Process,

the relevant party with the payment obligation under clause 12.6(b)(iii) above will pay the Difference to the other (subject to any adjustment to such amount agreed or determined under clause 12.6(b)(iv)) as follows:

- (C)** where the Council is the party with the payment obligation, in freely available funds; and
- (D)** where the Water Organisation is the party with the payment obligation, in accordance with clause 12.6(c).

The effect of this clause shall not be taken into account in the calculation of Actual Net Assets.

- (c)** Where the Water Organisation is the party with the payment obligation under clause 12.6(b)(v), the parties agree that the Water Organisation will satisfy its payment obligation by issuing to the Council an amount of additional fully paid shares in the Water Organisation:

- (i)** with the number of shares in the Water Organisation to be equivalent to the dollar amount of the Difference (rounded to the nearest dollar); and
- (ii)** such shares to have an issue price of one dollar per share. The number of shares in the Water Organisation will be equivalent to the dollar amount of the Difference (rounded to the nearest dollar).

The board of the Water Organisation will issue the Council with the amount of shares calculated in accordance with this clause, make entries in the share register of the Water Organisation to record the issue of shares and notify the Companies Office of the issue of shares, and the Council consents to such issue and will take such actions, and sign and deliver to the Water Organisation such documents and other things necessary in relation to the issue of such shares.

- (d)** If the parties become aware of any Further Items after the Second Wash-Up Date, that the parties agree will transfer, and are transferred, after the Second Wash-Up Date:
 - (i)** the consideration shall be agreed and fixed on a basis, as far as possible, consistent with the Net Asset Calculation Manual. If the parties cannot agree on such terms and consideration, the Expert Resolution Process will apply, but without binding any party to agree to the terms or consideration fixed under that process; and
 - (ii)** the amount of such consideration will be payable by the relevant party within 10 Business Days of the later of it being agreed or determined under clause 12.6(d)(i) and transfer of the relevant Further Item or Non-Transferring Item. The Water Organisation may elect to satisfy its payment obligation by issuing additional

shares in the Water Organisation to the Council, as if the amount of consideration was an amount of Difference under clause 12.6(c).

12.7 Facilitation of additional share issues: The parties agree that the Water Organisation may be required to issue additional shares to the Council under clause 12.6 and additional shares to other Participating Councils under the equivalent provisions of their respective Transfer Agreements (including provisions of Wellington City Council's Transfer Agreement relating to Moa Point and sludge minimisation facility assets). In this regard, the Council agrees that:

- (a) it consents for all purposes (including for the purposes of section 50 of the Companies Act) to being a shareholder of the Water Organisation in respect of any shares issued to it in accordance with clause 12.6 and its name being entered in the share register of the Water Organisation in respect of those shares;
- (b) the Council expressly confirms that:
 - (i) the issue by the board of the Water Organisation of shares to the Council under clause 12.6 or to a Participating Council under the equivalent provision of its Transfer Agreement is approved as a "Shareholder Reserved Matter" for the purposes of clause 5.3(b) of the Partners Agreement. This clause, together with the corresponding clauses in the Transfer Agreements of the other Participating Councils, constitutes and has effect as a special resolution of shareholders in the Water Organisation in writing under section 122 of the Companies Act;
 - (ii) no further consent or authorisation is required of the Council to permit the board of the Water Organisation to:
 - (A) issue shares to the Council under clause 12.6 or to a Participating Council under the equivalent provision of its Transfer Agreement; and
 - (B) update the share register of the Water Organisation to record the issue of such shares; and
 - (iii) this clause 12.7 will serve to the extent required:
 - (A) as a waiver of any pre-emptive rights of the Council in relation to any such issue including under section 45 of the Companies Act;
 - (B) as the agreement and concurrence of all entitled persons for the purposes of section 107 of the Companies Act; and
 - (C) as adequate agreement, consent and authorisation under the Partners Agreement and the constitution of the Water Organisation.

12.8 Receipt of post-Completion amounts: On and from Completion, the Water Organisation shall be entitled to receive and retain all amounts payable in respect of the Assets and Contractual Arrangements. The Council shall make such payments to the Water Organisation as are necessary to give effect to this entitlement and, until such payments are made, shall hold the relevant amounts on trust for the Water Organisation. The Council shall promptly provide to the Water Organisation such information as is necessary to enable the Water Organisation to calculate amounts payable under this clause. The Council shall use all reasonable endeavours to ensure that the amount of each payment to be made under this clause is determined, and paid, as quickly as is reasonably practicable.

12.9 Water Organisation to provide information: Following Completion, the Water Organisation shall permit the Council such access to its records as shall be reasonably necessary to enable the Council to complete tax returns and to comply with other statutory obligations of the Council relating to the Business and/or the provision of Water Services.

12.10 Council to provide Records and Data: Following Completion and during the Transitional Period (or such longer period as the parties may agree in writing), the Council shall, subject to clause 12.10(c), provide:

- (a) the Water Organisation with electronic access to and/or copies of the Records, with a view to enabling the Water Organisation to transfer all relevant information to its own systems, as necessary for the purpose of conducting the Business or complying with other statutory obligations of the Water Organisation relating to the Business, the Responsibilities and/or the provision of Water Services;
- (b) the Water Organisation with access to the Data, as reasonably required by the Water Organisation in order to provide the Water Services; and
- (c) any such transfer or access will be carried out in a secure manner agreed by the parties. The Council will notify the Water Organisation if it considers the agreed security requirements are not being followed, and may suspend the transfer or access until such time as it is confident (acting reasonably) they will be followed.

12.11 Joint Post-Completion Review: Not less than 20 Business Days prior to the end of the Transitional Period, the parties will conduct a joint review of this agreement and the transfer of the Assets and Assumed Liabilities to confirm that:

- (a) all assets and liabilities held by the Council prior to the Completion Date; or
- (b) any Further Item identified in accordance with clause 12.6,

which the parties agree (acting reasonably) relates to the delivery of Water Services, has been transferred to the Water Organisation. If the parties are unable to agree on whether an asset or liability relates to the delivery of Water Services, the Expert Resolution Process will apply.

12.12 Post-Completion Claims:

- (a) Subject to clauses 12.12(a) and 12.12(b), if after Completion, a third party makes a Claim against the Council or the Water Organisation and, that Claim relates to both the Council and the Water Organisation ("**Post-Completion Claim**"), the party that received the Claim will notify the other party as soon as reasonably practicable and provide such details relating to the Claim as are available to the receiving party. The parties will then discuss in good faith possible steps for responding to the Post-Completion Claim. Neither party will make any admission, or enter into any settlement agreement, in relation to a Post-Completion Claim without the prior written approval of the other party, such approval not to be unreasonably withheld.
- (b) Subject to clause 12.12(b), if after Completion, a third party makes a Claim against the Council and such Claim relates to an Assumed Liability, the Water Organisation will defend and indemnify the Council against any Liabilities arising from such Claim and the following provisions shall apply:
 - (i) the Council will notify the Water Organisation in writing as soon as reasonably practicable after becoming aware of such a Claim and provide to the Water Organisation such details relating to the Claim as are available to it;
 - (ii) the Water Organisation will, at its own cost and expense, take over dealing with the Claim on the Council's behalf (but the Water Organisation acknowledges and agrees that the Council may appoint its own advisers in respect of any such Claim);
 - (iii) in dealing with the Claim on behalf of the Council, the Water Organisation may take such actions in the name of the Council as it sees fit, but shall always act in accordance with the law, in good faith, for a proper purpose and having due regard to protecting the reputation of the Council;
 - (iv) notwithstanding clause 12.12(b)(iii), neither party will make any admission, or enter into any settlement agreement, in relation to the Claim without the prior written approval of the other party, such approval not to be unreasonably withheld; and
 - (v) the Council will provide the Water Organisation with a reasonable level of assistance in relation to the Claim at the Water Organisation's cost and expense.
- (c) If, after Completion, the Water Organisation has a valid Warranty Claim against the Council in relation to a Claim made by a third party or a third party makes a Claim against the Water Organisation and such Claim relates to an Excluded Liability, the Council will defend and indemnify the Water Organisation against any Liabilities arising from such Claim (fully, in the case of a Claim relating to an Excluded Liability, and to the extent of the Council's liability for the relevant Warranty Claim, where the Water Organisation has such a Warranty Claim) and the following provisions shall apply:

- (i) the Water Organisation will notify the Council in writing as soon as reasonably practicable after becoming aware of such a Claim and provide to the Council such details relating to the Claim (and any associated Warranty Claim) as are available to it;
- (ii) the Council will, at its own cost and expense, take over dealing with the Claim on the Water Organisation's behalf (but the Council acknowledges and agrees that the Water Organisation may appoint its own advisers in respect of any such Claim);
- (iii) in dealing with the Claim on behalf of the Water Organisation, the Council may take such actions in the name of the Water Organisation as it sees fit, but shall always act in accordance with the law, in good faith, for a proper purpose and having due regard to protecting the reputation of the Water Organisation;
- (iv) notwithstanding clause 12.12(b)(iii), neither party will make any admission, or enter into any settlement agreement, in relation to the Claim without the prior written approval of the other party, such approval not to be unreasonably withheld; and
- (v) the Water Organisation will provide the Council with a reasonable level of assistance in relation to the Claim at the Council's cost and expense.

12.13 Exercise of Statutory Powers: The Water Organisation acknowledges and agrees that it is entitled to exercise statutory powers to enter land on which the Plant and Equipment or Leased Equipment is located (subject to the relevant terms of the LG(WS) Act) including entry pursuant to:

- (a) Entry to private land, Council Administered Reserve and Freehold Properties: sections 161 and 177 of the LG(WS) Act; and
- (b) Access to legal road: sections 172 and 177 of the LG(WS) Act.

13. LIABILITY

13.1 Consequential loss: Neither party will be liable to the other party for any loss of profits, loss of saving, loss of goodwill or any consequential, indirect or special loss or damages arising directly or indirectly from any breach of this agreement or from any negligence or other act or omission.

13.2 Maximum aggregate liability for Claims: In no event will the Council's aggregate total liability for any Warranty Claims or any other Claims under this agreement exceed the amount of the Purchase Consideration.

13.3 Other limits: The liability of a party in respect of any Claim is reduced or extinguished (as the case may be) to the extent that:

- (a) the breach giving rise to the Claim is capable of remedy and, within 30 Business Days after receiving notice of the Claim, the Council remedies the breach to the reasonable satisfaction of the other party; or
- (b) the Claim is a contingent liability unless and until it becomes an actual liability.

14. WARRANTIES

14.1 Warranties: In consideration of the Water Organisation entering into this agreement, the Council warrants to the Water Organisation that:

- (a) as at the Completion Date, the Assets:
 - (i) are the absolute property of, and under the control of, the Council; and
 - (ii) are not subject to any Encumbrance (other than Permitted Encumbrances);
- (b) the Contractual Arrangements are valid, binding and enforceable in accordance with their terms;
- (c) to the best of its knowledge, after due inquiry, as at the Commencement Date the Council is not in breach, in any material respect, of any Contractual Arrangement, nor is the Council reasonably expecting to be in breach, in any material respect, of any Contractual Arrangement at any time up to Completion and after Completion (on the assumption Completion does not occur and the Council continues with the Contractual Arrangement in the ordinary course);
- (d) as at the Commencement Date, the Council is not aware of any breach, in any material respect, of any Contractual Arrangement by any counterparty to a Contractual Arrangement, nor is the Council reasonably expecting a counterparty to be in breach, in any material respect, of any Contractual Arrangement at any time up to and after Completion; and
- (e) to the best of its knowledge, after due inquiry, as at the Commencement Date the Council is not in breach, in any material respect, of any of the Responsibilities or Designations, nor is the Council reasonably expecting to be in breach, in any material respect, of any of the Responsibilities or Designations at any time up to Completion and after Completion (on the assumption Completion does not occur and the Council continues with the Responsibilities and actions under the Designations in the ordinary course).

14.2 Qualifications: The warranties in clause 14.1 are given subject to:

- (a) any exception or qualification fairly disclosed in any formal disclosure letter given by or on behalf of the Council to the Water Organisation before execution of this agreement by the Water Organisation; and

- (b) any matter or thing done or omitted to be done in accordance with any provision of this agreement or at the request, or with the prior approval, of the Water Organisation.

14.3 Water Organisation Acknowledgement: The Water Organisation acknowledges and agrees that:

- (a) the Assets are sold on a strictly "as is where is" basis;
- (b) the Council has not made any statement, representation or warranty (express or implied) as to, and the Water Organisation has no Claim against the Council in respect of, the fitness, quality, condition or state of repair of any of the Assets; and
- (c) when populating the schedules to this agreement to describe the Assets, the Council has, in some cases, used and relied on asset data from Wellington Water's asset management system and, in those cases, the Water Organisation has no Claim against the Council in relation to errors in that asset data of which the Council was not aware prior to the Commencement Date.

15. FORCE MAJEURE EVENT

15.1 Events of Force Majeure: If any party is delayed in or prevented from carrying out any of its obligations under this agreement (other than a payment of money) due to any circumstances beyond its reasonable control, including:

- (a) changes to legislation;
- (b) interference by a third party; or
- (c) natural disaster,

("Force Majeure Event") the party affected is to be excused from performance of those obligations for as long as and to the extent that the prevention or delay lasts.

15.2 Notice to the other party: The party seeking to rely on a Force Majeure Event to excuse its non-performance must give written notice to the other party of the circumstances and the way in which and the extent to which its obligations are prevented or impeded by the event within 10 Business Days of it first becoming aware of that event.

15.3 Mitigation and co-operation: Following notice of a Force Majeure Event, the parties are to:

- (a) take all reasonably practicable steps to limit the effects of the Force Majeure Event on the performance of this agreement; and
- (b) continue to carry out all obligations under this agreement to the extent possible despite the Force Majeure Event.

- 15.4 No liability:** A party is not liable for failure to perform or for delay in performance of any obligations under this agreement where it is prevented from performance during the Force Majeure Event.

16. DISPUTE RESOLUTION

- 16.1 Notice in writing:** If a party claims that a dispute has arisen, that party must give written notice to the other party. The written notice must specify the nature of the dispute.

16.2 Negotiation:

- (a)** On receipt of a notice delivered in accordance with clause 16.1 and before any party may refer a dispute to mediation, a nominated representative of each party (notified by that party to the other party in writing) must, in good faith and acting reasonably, do their best to resolve the dispute quickly and efficiently through negotiation.
- (b)** If any nominated representative considers that the dispute is not being resolved in a timely manner, such nominated representative may serve written notice on the other party's nominated representatives to escalate the dispute to the Chief Executives or equivalent (where the nominated representatives are not the Chief Executive or equivalent) of the applicable parties for resolution.
- (c)** If the dispute has not been resolved within 20 Business Days (or within such other period as agreed by the parties) of the date of the notice referred to in clause 16.1, any party may submit the dispute to mediation.

16.3 Mediation:

- (a)** If the parties do not resolve the dispute by negotiation in accordance with the timeframe set out in clause 16.2(c), the parties must, in good faith and acting reasonably, do their best to resolve the dispute by participating in mediation with an independent mediator.
- (b)** If the parties do not agree on a mediator, then the mediator will be appointed by the New Zealand Dispute Resolution Centre.
- (c)** The parties must mediate the dispute in accordance with principles agreed between them or, if no agreement can be reached, the New Zealand Dispute Resolution Centre Mediation Rules.
- (d)** Unless the parties agree otherwise, the mediator's fee and any other costs of the mediation itself (such as for venue hire or refreshments) will be shared equally between the parties, but the parties will each pay their own costs of preparing for and participating in the mediation (such as for travel and legal representation).

16.4 Arbitration:

- (a) If the dispute has not been resolved within 40 Business Days (or within such other period as agreed by the parties) of the dispute being referred to mediation, any party (the "**Initiating Party**") may refer such dispute to binding arbitration by issuing a written notice ("**Arbitration Notice**") to the other party (together with the Initiating Party, the "**Disputing Parties**") for final resolution in accordance with the provisions of this clause 16.4 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 ("**NZDRC Rules**").
- (b) The arbitral panel shall consist of one arbitrator. The arbitrator will be appointed by the agreement of the Disputing Parties or, failing agreement within 10 Business Days of the date of the Arbitration Notice, in accordance with the NZDRC Rules.
- (c) The seat of arbitration shall be in Wellington and the arbitration shall be conducted in the English language.
- (d) The award of the arbitration shall be in writing and must include reasons for the decision.
- (e) The award of the arbitration shall be final and binding on the parties. No party may appeal to the High Court under Clause 5 of the Second Schedule of the Arbitration Act 1996 on any question of law arising out of an award.
- (f) The award shall allocate or apportion the costs of the arbitration as the arbitrator deems fair.
- (g) Neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve any of the parties of their respective obligations under this agreement.

16.5 Implementation of agreement: The parties must do whatever is reasonably necessary to put into effect any negotiated or mediated agreement, arbitral award or other resolution.

16.6 Rights and obligations during a dispute: During a dispute, each party must continue to perform its obligations under this agreement.

16.7 Interlocutory relief: This clause does not restrict or limit the right of a party to obtain interlocutory relief.

17. EXPERT RESOLUTION PROCESS

17.1 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.

- 17.2 Notice:** The party raising the issue or dispute must give notice to the other party, giving details of the issue or dispute ("**Matters in Dispute**"), to the Expert Resolution Process ("**Dispute Notice**").
- 17.3 Resolution by Agreement:** Nominated representatives of the Council and the Water Organisation shall engage and communicate (and meet, if requested by a party) with a view to resolving the issue or dispute. The Water Organisation and the Council must meet within five Business Days of the date of the Dispute Note and attempt to resolve the Matters in Dispute. If any nominated representative considers that the dispute is not being resolved in a timely manner, such nominated representative may serve written notice on the other party's nominated representatives to escalate the dispute to the Chief Executives or equivalent (where the nominated representatives are not the Chief Executive or equivalent) of the applicable parties for resolution.
- 17.4 Referral to an Expert:** If the Matters in Dispute are not resolved by the Water Organisation and the Council within 20 Business Days (or within such other period as agreed by the parties) of the date of the Dispute Notice, then either the Water Organisation or the Council may give notice ("**Referral Notice**") to the other referring the Matters in Dispute 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 the parties; or
 - (b) failing agreement within five Business Days of the party's receipt of the Referral Notice, as is appointed by the President for the time being of the New Zealand Law Society,
- (the "**Expert**"). The Expert will be required to make a decision in respect of the issue or dispute (and any consequential adjustments) within 10 Business Days from the date upon which the matter is referred to him or her.
- 17.5 Expert Decision Binding:** The decision of the Expert will, in the absence of fraud or manifest error, be conclusive and binding on the parties.
- 17.6 Failure to Refer:** If neither party refers an unresolved issue or dispute to an Expert pursuant to clause 17.4, then the notice under clause 17.2 (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.
- 17.7 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 of the Council and the Water Organisation 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 parties will bear their own costs (including legal costs) and an equal share of the costs and expenses of the Expert.

18. INFORMATION SHARING, CONFIDENTIALITY AND CO-OPERATION

18.1 Information sharing: The parties agree that, in respect of information shared between the parties under this agreement:

- (a) subject at all times to a party's obligations at law, both parties will use all reasonable endeavours to share information with each other where that information assists a party to carry out its statutory functions, powers and duties;
- (b) where information is shared, to the extent permitted by law, the party receiving the information will adhere to any conditions imposed by the other concerning the release and storage of that information;
- (c) the parties will act in good faith when a party reasonably makes a request for information to be shared; and
- (d) where information is in the public domain (other than as a result of an unpermitted act or omission of a party that obtained that information), then any conditions imposed in relation to the release and storage of that information, no longer apply.

18.2 Managing issues: Any concern or dispute in relation to a party not sharing information, conditions imposed in relation to the storage or use of that information or the use by a party of information that has been shared, will be notified to the other party and if not resolved will be dealt with under the dispute resolution process at clause 16.

18.3 Confidentiality: Each party shall:

- (a) use its reasonable endeavours to identify Confidential Information relating to that party at the time it is supplied to the other party; and
- (b) deal with all Confidential Information in accordance with clause 19.

18.4 Privacy Laws: The parties agree to comply with all Privacy Laws in respect of all Customer Data received by each party or in each party's possession in connection with this agreement.

18.5 Use of Customer Data: The Water Organisation may only use the Customer Data for the purpose of complying with its obligations under this agreement or otherwise by Law and for the Water Services.

18.6 Customer Notification: Unless the parties agree otherwise in writing, the Council will be responsible for providing any required notification to the persons to whom the Customer Data relates regarding the sharing of their Customer Data with the Water

Organisation in relation to the provision by the Water Organisation of the Water Services.

19. CONFIDENTIAL INFORMATION AND PUBLIC ANNOUNCEMENTS

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

19.2 Further permitted use and disclosure: This agreement does not prohibit the disclosure of Confidential Information by a party in the following circumstances:

- (a) the other party has consented to the disclosure of the relevant Confidential Information;
- (b) the disclosure is specifically contemplated and permitted by this agreement;
- (c) the disclosure of Confidential Information is to a shareholder of a party, an elected member or pou iwi of a party or such shareholder or a regulatory authority (including to The Water Services Authority – Taumata Arowai, the Commerce Commission or the Department of Internal Affairs);
- (d) the disclosure of Confidential Information is to an employee, subcontractor, agent or representative who needs it for the purposes of this agreement;
- (e) the disclosure is to a professional adviser in order for it to provide advice in relation to matters arising under or in connection with this agreement;
- (f) the disclosure is required by a court or governmental or administrative authority;
- (g) the disclosure is required in accordance with clause 19.4; or
- (h) the disclosure is otherwise required by law.

To the extent disclosure is required to be made in accordance with sub-clauses (f), (g) or (h), the disclosing party must, as far as reasonably possible, consult with the other party as to the content of such disclosure and only disclose such information as is reasonably required.

19.3 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 party or the Water Organisation in relation to the Water Organisation or Water Services, except with the written consent of the other party. Nothing in this provision shall prohibit or restrict a party from making public announcements or media releases in connection with the party's own involvement with, or policies in relation to, the Water Organisation.

19.4 Local Government Official Information and Meetings Act 1987: The parties acknowledge that the use or disclosure of information relating to the other party may

be required by law (including under the Local Government Official Information and Meetings Act 1987 (“**LGOIMA**”)), so that a party may be obliged to disclose Confidential Information or other information of the other party. Each party will consult with the other party following a request for information relating to this agreement and will take the other relevant party's views into account prior to deciding the response to any such request, including whether under LGOIMA any grounds for withholding of information apply. The parties acknowledge that the final decision as to the release of information will be made by the party that holds the information and has received the request in accordance with LGOIMA. The party making the decision will notify the other party of that decision and if it is a decision to release, before the date of that release.

- 19.5 Public release of this agreement:** The parties acknowledge that, under section 16 of the LG(Ws) Act, each party to a transfer agreement must make that agreement publicly available. Prior to the public release of this agreement by either party, the parties must seek to agree on such redactions to the publicly released version of this agreement as are permissible at law. Neither party will publicly release a version of this agreement until either the redactions are agreed between the parties, or any dispute in relation to such redactions has been resolved, under the Expert Resolution Process.

20. TERMINATION

- 20.1 Termination:** This agreement may only be terminated by mutual agreement between the Water Organisation and all Participating Councils, and may not be terminated after Completion.
- 20.2 Effect of termination:** Any termination of this agreement is without prejudice to and will not affect any rights, powers, remedies or obligations of a party that have accrued before termination or expiry, or limit either party's rights to recover damages from the other party under this agreement or pursue any additional or alternative remedies provided by law.

21. NOTICES

- 21.1 Giving notices:** Any notice or communication given to a party under this agreement is only given if it is in writing and sent in one of the following ways:
- (a)** Delivered or posted to that party at its address and marked for the attention of the relevant department or officer (if any) set out in Appendix 1.
 - (b)** Emailed to that party at its email address and marked for the attention of the representative set out in Appendix 1.
- 21.2 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.
- 21.3 Time notice is given:** Any notice or communication is to be treated as given at the following time:

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

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

22. GENERAL

22.1 No partnership, joint venture: Nothing in this agreement shall create or evidence any partnership, joint venture, agency, trust or employer/employee relationship between any of the parties, and a party may not make, or allow to be made, any representation that any such relationship exists between any of the parties. A party shall not have authority to act for, or to incur any obligation on behalf of, any other party, except as expressly provided for in this agreement.

22.2 Contracts privity: Clauses 1 (to the extent relevant to the interpretation of clauses 2, 9.7(a) and 20), 2, 9.7(a) and 20 are intended to be for the benefit of, and enforceable by, the Water Organisation and all Participating Councils for the purposes of Part 2, Subpart 1 of the Contract and Commercial Law Act 2017. Other than those clauses, this agreement is not intended to confer a benefit on any person or class of persons who is not a party to it.

22.3 Counterparts: This agreement is deemed to be signed by a party if that party has signed or attached that party's signatures to any of the following formats of this agreement:

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

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

22.4 Entire agreement: The Transaction Documents record the entire understanding and agreement of the parties in relation to the subject matter that the Transaction Documents deal with. No party can rely on an earlier written agreement or anything said or done by or on behalf of another party before this agreement or the other Transaction Documents were executed.

22.5 Severance: If any provision of this agreement is, or becomes unenforceable, illegal or invalid for any reason it shall be deemed to be severed from this agreement without

affecting the validity of the remainder of this agreement and shall not affect the enforceability, legality, validity or application of any other provision of this agreement.

22.6 Further assurance: Each party shall make all applications, execute all documents and do or procure all other acts and things reasonably required to implement and to carry out its obligations under, and the intention of, this agreement.

22.7 Variation: No variation of this agreement will be of any force or effect unless it is in writing and signed by the parties to this agreement.

22.8 Assignments and transfer: Subject to clause 22.10, a party must not assign or transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

22.9 Final decision responsibility: The Water Organisation's:

(a) capital expenditure and operating expenditure for the Water Services provided by the Water Organisation; and

(b) level of water charges for the Water Services,

will be as set out in the Water Organisation's annual water services budget, and the final decision-maker in respect of such matters will be as set out in the constitution of the Water Organisation.

22.10 Local Government Reorganisation: In the event of a local government reorganisation in the Wellington region, the Council may elect to assign its rights or novate its rights and obligations under this agreement to a relevant successor public entity. In the event that the Council exercises its right under this clause to assign or novate this agreement, the Water Organisation agrees to sign all documents and do all things necessary to give effect to such assignment or novation, subject to any duties owed by the board of the Water Organisation.

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

22.12 Records:

(a) The parties acknowledge that, as the provision of Water Services is being carried out by the Water Organisation rather than the Council, certain records previously held by the Council constitute public records and/or local authority records relating to that function and will be transferred to, and become the responsibility of, the Water Organisation to the extent required by the Public Records Act 2005 (including section 23).

(b) Each party agrees to comply with the requirements of section 23 of the Public Records Act 2005 as it applies to those records.

- (c) For the avoidance of doubt, nothing in this agreement limits or derogates from either party's obligations under the Public Records Act 2005.
- (d) Both parties must keep and maintain full records and documentation in relation to this agreement in accordance with the Public Records Act 2005, the Local Government Official Information and Meetings Act 1987, the Building Act 2004, the Local Government Act 2002, the LG(WS) Act and any applicable standards or policies.

22.13 No merger: The provisions of this agreement and anything done under, or in connection with this agreement shall not operate as a merger of any of the rights, powers or remedies of either party under or in connection with this agreement or at law, and those rights, powers and remedies shall survive and continue in full force and effect to the extent that they are unfulfilled.

22.14 Survival: Following termination of this agreement, the provisions of clauses 13, 16, 17, 18, 19, 20.2 and 22, together with any provisions that by their nature are intended to survive, will remain in full force and effect.

22.15 Regulatory Authority:

- (a) Other than as expressly provided in this agreement, this agreement does not bind any party when acting in its capacity as a regulatory authority, and any consent or agreement given by any party under this agreement is not an agreement or consent in its regulatory capacity, and vice versa.
- (b) Each party acknowledges that its commitment to the obligations under this agreement does not limit or pre-empt each party's own obligations as local authorities at law, including in respect of any decision-making and public consultation obligations or requirements.
- (c) To the extent the Council enters into this agreement as transferor of any interest in land, it is acknowledged that the Council enters into this agreement as the owner of that interest in the land and not as an authority. The two roles are different, and any approval or consent given or other action taken by the Council as a landowner under this agreement will not be deemed to waive or imply the consent of the Council as an authority. For clarity, "authority" includes a government, territorial, statutory or public authority appointed or established by statute with jurisdiction over or in respect of the land and any person entitled to carry out a statutory function.

22.16 Waivers:

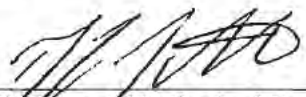
- (a) A waiver of any right, power or remedy under this agreement must be in writing signed by the party granting it. A waiver only affects the particular right, obligation or breach for which it is given. It is not an implied waiver of any other right, obligation or breach or an implied waiver of that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

22.17 Governing law: This agreement is governed by the laws of New Zealand and the parties submit to the exclusive jurisdiction of the courts of New Zealand in respect of any proceedings arising out of or relating to this agreement.

SIGNATURES

HUTT CITY COUNCIL

by:



Signature of Authorised Signatory

JOHANNA E MILLER

Name of Authorised Signatory



Signature of Authorised Signatory

Ken Laban

Name of Authorised Signatory

TIAKI WAI LIMITED

by:

Signature of Director

Signature of Director

Name of Director

Name of Director

SIGNATURES

HUTT CITY COUNCIL

by:

Signature of Authorised Signatory

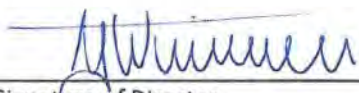
Name of Authorised Signatory

Signature of Authorised Signatory

Name of Authorised Signatory

TIAKI WAI LIMITED

by:



Signature of Director

Adrian John Wimmers

Name of Director



Signature of Director

William John Langham Peck

Name of Director

APPENDIX 1

NOTICE DETAILS

Address for notices	Council	Water Organisation
	30 Laings Road, Lower Hutt, 5010 Private Bag 31912 Lower Hutt 5040 Email: jo.miller@huttcity.govt.nz Attention: Jo Miller, Chief Executive	25 Victoria St, Petone, Lower Hutt, 5012 (from 1 July) Email: michael.brewster@metrowaterwellington.co.nz Attention: Michael Brewster

APPENDIX 2

DETAILS OF TRANSFER

Schedule 1 – Reserve Land

Schedule 2 – Property Matters

Schedule 3 – Excluded Assets

Schedule 4 – Contractual Arrangements (General)

Schedule 5 – Contractual Arrangements (Commercial Suppliers)

Schedule 6 – Contractual Arrangements (Capital Works Contracts)

Schedule 7 – Development Agreements

Schedule 8 – Transferring Water Debt and Swaps

Schedule 9 – Leased Plant and Equipment

Schedule 10 – Owned Plant and Equipment

Schedule 11 – Consents

Schedule 12 – Excluded Contractual Arrangements

Schedule 13 – Statutory Responsibilities, Functions, Duties and Powers

Schedule 14 – Stormwater Matters

Schedule 15 – Excluded Statutory Responsibilities, Functions, Duties and Powers

Schedule 16 – Excluded Liabilities

Schedule 17 – Employees and Contractors

Schedule 18 – Designations

SCHEDULE 1**RESERVE LAND****PART A - COUNCIL ADMINISTERED RESERVE**

LAND USE	RESERVE NAME	LOCATION	PARCEL ID	RECORD OF TITLE	LEGAL DESCRIPTION	CLASSIFIED UNDER THE RESERVES ACT?
Stormwater Pumpstation	Strand Park	1-100 Hutt River HUTT CENTRAL		38A/942, 40B/849	PT ASS 16081/999 SOUTH BLOCK	N

PART B - COUNCIL RESERVE

LAND USE	RESERVE NAME	LOCATION	PARCEL ID	RECORD OF TITLE	LEGAL DESCRIPTION	CLASSIFIED UNDER THE RESERVES ACT?	RIGHTS TO BE PROVIDED TO THE COUNCIL	JV ASSET
Stormwater Attenuation	Grovedale Square Stormwater attenuation pond	17 Grovedale Square, Wainuiomata		951990, 1155405 and 986129	LOT 200 DP 550831 & LOT 200 DP 559446 & LOT 301 DP 596786 RT 951990 & 986129 & 1155405	Y - Local Purpose Drainage Reserve	Council to grant Tiaki Wai right to access while Public Works Act process is worked through	
Stormwater Attenuation	Meremere Street Attenuation Pond	84 Meremere Street, Wainuiomata		882590	LOT 3 DP 532377 RT 882590	Y - Local Purpose Drainage Reserve	Council to grant Tiaki Wai right to access while Public Works Act process is worked through	

LAND USE	RESERVE NAME	LOCATION	PARCEL ID	RECORD OF TITLE	LEGAL DESCRIPTION	CLASSIFIED UNDER THE RESERVES ACT?	RIGHTS TO BE PROVIDED TO THE COUNCIL	JV ASSET
Stormwater Attenuation	Wise Street Pond	204 Wise Street, Wainuiomata		996639	LOT 100 DP 562185 RT 996639	Y - Local Purpose Drainage Reserve	Council to grant Tiaki Wai right to access while Public Works Act process is worked through	
Stormwater Attenuation	Moohan Street Pond	84 Moohan Street, Wainuiomata		919248	LOT 102 DP 543743 RT 919248	Y - Local Purpose Drainage Reserve	Council to grant Tiaki Wai right to access while Public Works Act process is worked through	
Potable Water Tank		171N Tirohanga Road TIROHANGA		956887	LOT 2 DP 552447 RT 956887 PS 48 ACC NO 44001 WATERWORKS WATER SERVICES 63/307	Y - Local Purpose Water Reservoir Reserve	Council to grant Tiaki Wai right to access while Public Works Act process is worked through	
Potable Water Pumpstation & Tank	Belmont Reservoir	210 Park Road BELMONT		N/A	LOT 10 DP 58487 RES - WATER SERVICES	Y - Local Purpose Reserve Utility	Council to grant Tiaki Wai right to access while Public Works Act process is worked through	
Potable Water Tank	Sweetacres Drive Reservoir	120N Sweetacres Drive BELMONT		N/A	LOT 2 DP 52493 LOT 3 DP 78384 RESERVE WN45A/246	Y - Local Purpose Reserve Water	Council to grant Tiaki Wai right to access while Public Works Act process is worked through	
Potable Water Tank	Haywards Hill Reservoir	11 Haywards Hill Road HAYWARDS		WN23B/12	PT SEC 197 SO 32542	Y - Local Purpose Water Reservoir Reserve	Council to grant Tiaki Wai right to access while Public Works Act process is worked through	
Wastewater Pumpstation	Mary Huse Wastewater	23N Mary Huse Grove MANOR PARK		WN48A/91 7, WN54B/6	LOT 38 DP 81592 SERWER PUMP STATION LOT 1	Y - Local Purpose Reserve (one title	Council to grant Tiaki Wai right to access while	Y

LAND USE	RESERVE NAME	LOCATION	PARCEL ID	RECORD OF TITLE	LEGAL DESCRIPTION	CLASSIFIED UNDER THE RESERVES ACT?	RIGHTS TO BE PROVIDED TO THE COUNCIL	JV ASSET
	Pump Station				DP 86604 LOCAL PURPOSE RESERVE WN54B/6 & WN48A/917	Accessway, the other Utility)	Public Works Act process is worked through	
Stormwater Drainage	Pae Ariki Stormwater Detention	18 Pae Ariki Place, NORMANDAL E		1136286	LOT 102 DP 592185 RT 1136286	Y - Local Purpose Drainage Reserve	Council to grant Tiaki Wai right to access while Public Works Act process is worked through	
Drainage reserve	Manutuku Street Drainage Reserve	18N Manutuke Street, Wainuiomata		5B/602	LOT 53 DP 47713	Y - Local Purpose Reserve Utility	Council to grant Tiaki Wai right to access while Public Works Act process is worked through	
Drainage reserve	Wellington Road Drainage Reserve	6 Wellington Road, Wainuiomata			LOT 3 DP 52863	Y - Local Purpose Reserve Drainage	Council to grant Tiaki Wai right to access while Public Works Act process is worked through	
Drainage reserve	Kew Grove Drainage Reserve	6 Kew Grove, Wainuiomata		517733	LOT 29 DP 33095 LOT 42 DP 337 LOT 90 DP	Y - Local Purpose Reserve Utility	Council to grant Tiaki Wai right to access while Public Works Act process is worked through	
Drainage reserve	Bull Avenue Drainage Reserve	64N Bull Avenue, Wainuiomata			LOTS 94 95 DP 24703	Y - Utility Reserve	Council to grant Tiaki Wai right to access while Public Works Act process is worked through	
Drainage reserve	Stokes Valley Road Drainage Reserve	69 Stokes Valley Road		WN809/78	LOT 18 DP 20470 809/78	Y - Local Purpose Utility Reserve	Council to grant Tiaki Wai right to access while Public Works Act process is worked through	

LAND USE	RESERVE NAME	LOCATION	PARCEL ID	RECORD OF TITLE	LEGAL DESCRIPTION	CLASSIFIED UNDER THE RESERVES ACT?	RIGHTS TO BE PROVIDED TO THE COUNCIL	JV ASSET
Drainage reserve	Stokes Valley Drainage	15 Rawhiti Street, Stokes Valley		825/55	LOTS 15 & 36 DP16844 LOT 10 DP17717 LOT 33 DP23685 LOT 23 DP21860 LOT 10 DP22774 LOT 2 DP25157		Council to grant Tiaki Wai right to access while Public Works Act process is worked through	

SCHEDULE 2

PROPERTY INTERESTS

PART A - FREEHOLD LAND

ACTIVITY OR LAND USE	NAME & ADDRESS	ASS ET ID	VALUATION ID OF LAND	RECORD OF TITLE	LEGAL DESCRIPTION	RIGHTS TO BE PROVIDED TO THE COUNCIL	JV ASSET
Wastewater Pumpstation	2 Kereru Road DAYS BAY		1632058100	WN607/52	PT SEC 33 HARBOUR DIST PUMP HOUSE 0001 KERERU RD		
Potable Water Tank	85A Moores Valley Road WAINUIOMA TA		1589003003	WN20A/430	LOT 1 DP 49043		
Wastewater Pumpstation	16 Rata Street WAINUIOMA TA		1580045200	WN D3/479	LOT 176 DP 26454 PUMPING STA WATER SERVICES		
Potable Water Tank	87 Howard Road POINT HOWARD		1632005400	WN5B/687	LOT 1 DP 27770 - RESERVOIR		
Wastewater Pumpstation	14 Marine Parade PETONE		1657000406	WN5D/275	LOT 15 DP 29182		
Wastewater Pumpstation	211 The Esplanade PETONE		1657009300	WN217/123	LOT 13 BLK VI DP 1546		Y
Wastewater Pumpstation	41A Barber Grove MOERA		1605637800	WN918/31	LOT 4 DP 19188 918/31		Y
Wastewater Pumpstation	2N Waitui Crescent WAIWHETU		1607249500	WN31A/852	LOT 1 DP 62304 WATER SERVICES		Y
Wastewater Pumpstation	34A Tennyson Street PETONE		1657059601	WN20B/722	LOT 3 DP 50278		Y

ACTIVITY OR LAND USE	NAME & ADDRESS	ASSET ID	VALUATION ID OF LAND	RECORD OF TITLE	LEGAL DESCRIPTION	RIGHTS TO BE PROVIDED TO THE COUNCIL	JV ASSET
Stormwater Pumpstation	100N William Street PETONE		1657081601	WN10A/1205	SEC 20 BLK X1X WILFORD SETT WATER SERVICES		
Wastewater Pumpstation	98 Sydney Street PETONE		1659038800	WN32C/378	GAZ 72-2351 PT LOT 50 DP 205 REGENT ST PUMPING STATION - WATER SERVICES		Y
Wastewater Pumpstation	98 Wakefield Street ALICETOWN		1657078800	WN B1/244	SECTION 13 BLK 111 LOT 2 DP 23638 WATER SERVICES		Y
Wastewater Pumpstation	5 Rossiter Avenue WATERLOO		1607745600	WN 395/129	PT LOT 18 DP 1177 DP 1177 WATER SERVICES NO 3 PUMPING STATION		
Wastewater Pumpstation	28N St Albans Grove WOBBURN		1605589501	WN 387/105	PT LOTS 14 & 17 DP 8552 PS 49 RESERVE		
Potable Water Pumpstation & Tank	21 Maungaraki Road KOROKORO		1660012900	25A/520	LOT 1 DP 53073-SUBJ & INT IN R/W-WATER SERVICES WN25A/520		
Potable Water Tank	37 Summit Road FAIRFIELD		1607813000B	8B/1388	LOT 35 DP 31233 WATER SERVICES WN8B/1388		
Wastewater Pumpstation	267N Maungaraki Road MAUNGARAKI		1660027227	16567	LOT 14 DP 304132 INT IN ROW 16567		

ACTIVITY OR LAND USE	NAME & ADDRESS	ASSET ID	VALUATION ID OF LAND	RECORD OF TITLE	LEGAL DESCRIPTION	RIGHTS TO BE PROVIDED TO THE COUNCIL	JV ASSET
Potable Water Pumpstation & Tank	129N Normandale Road NORMANDALE		1610388900	WN 606/121, WN 576/123	LOT 1 DP 16613 LOT 15 DP 14851 OFF NORMANDALE RD 576/123&606/121		
Potable Water Tank	136 Kamahi Street STOKES VALLEY		1603101600	WN 6C/91	LOT 1 DP 29800 PVTE WAY LOT 1 DP27930 PS 47 ACC NO 44001 WATERWORKS - WATER SERVICES 6C/91		
Potable Water Pumpstation & Tank	168 Major Drive KELSON		1611228200	WN 16A/247	LOT 673 DP 43635 PS 48 ACC NO 44001 WATERWORKS WATER SERVICES		
Potable Water Tank	29 Robson Street STOKES VALLEY		1603100201	WNF2/1155, 632935	LOTS 4 & 6 DP 27329 RESERVOIR CT 632935 & WNF2/1155		
Potable Water Tank	5 Benhar Close KELSON		1611257906	658595	LOT 7 DP 476471 CT 658595		
Sewer Treatment Works - HVJV (owned by Hutt City Council and Upper Hutt City Council)	17 Wareham Place SEAVIEW		1607145002	276606	LOT 3 DP 338433 & LOT 9 DP 368065		Y

ACTIVITY OR LAND USE	NAME & ADDRESS	ASSET ID	VALUATION ID OF LAND	RECORD OF TITLE	LEGAL DESCRIPTION	RIGHTS TO BE PROVIDED TO THE COUNCIL	JV ASSET
Drainage	1N Farrelly Grove, Fairfield		1607857901	1180647	SEC 2 SO 596649 RT 1180647		
Drainage	11A Puriri Street, Wainuiomata		1579003200	WN974/48	LOTS 20 & 56 DP 23123		
Drainage	161N Wainuiomata Road, Wainuiomata		1579021500	WNE2/837	LOT 21 DP 20892 DRAINAGE RESERVE		
Drainage	76N Totara Street, Wainuiomata		1579025700	WN799/66	Lots 12 and 14 DP 20447 It		
Drainage	6 Parkway, Wainuiomata		1579025701	WND3/479	FLUSHING TANK SITE - LOT 178 DP 26454		
Drainage	50N Totara Street, Wainuiomata		1579027200	WN799/66	LOTS 10 23 DP 20430 BLK XVI BD FOR DRAIN		
Drainage	5N Totara Street, Wainuiomata		1579031300	WN799/66	LOT 23 DP 20429 DRAINAGE		
Drainage	5N Konini Street, Wainuiomata		1579033801	D2/1079	LOT 11 DP 26454 PARKWAY TO KO DRAINAGE RES		
Drainage	6N Totara Street, Wainuiomata		1579040700	WN799/66	LOT 45 DP 20429 DRAINAGE RESERVE		
Drainage	3N Hay Street, Wainuiomata		1580038200	WN738/31	Lot 146, 152, 162 and 168 - 169 DP 19429		

ACTIVITY OR LAND USE	NAME & ADDRESS	ASSET ID	VALUATION ID OF LAND	RECORD OF TITLE	LEGAL DESCRIPTION	RIGHTS TO BE PROVIDED TO THE COUNCIL	JV ASSET
Drainage	17N Hinau Grove, Wainuiomata		1580046200	WN844/75	DRAINAGE RESERVE - LOT 10 DP 20893		
Drainage	3N Main Road, Wainuiomata		1580075600	WN5A/440 WN5A/441 WN5A/442 WN5A/443	LOTS 20 48 66 84 DP 14338-RESERVE		
Drainage	2 McGowan Road, Wainuiomata		1581003000	WN5A/434	LOT 76 DP 14178		
Drainage	14 Sharpe Crescent, Wainuiomata		1581044100	WN591/92 (part cancelled)	LOT 11 DP 14696		
Drainage	21 Sharpe Crescent, Wainuiomata		1581044400	WN5A/439 (Lot 15), WN5A/438 (Lot 14) and WN5A/433 (Lot 63)	LOTS 14 & 15 DP 14976 & LOT 63 DP 14178		
Drainage	31N Stanley Street, Wainuiomata		1581048100	5A/437	LOT 46 DP 14696		
Drainage	11N Bledisloe Crescent, Wainuiomata		1581050600	WN591/92	LOT 9 DP 14178		
Drainage	45 Bledisloe Crescent, Wainuiomata		1581055700	WN591/92	LOTS 28 PT LOT 40 DP 14178 -DES-		
Drainage	2N Westminster		1583031000	WN594/145	LOT 86 180 208 220 226		

ACTIVITY OR LAND USE	NAME & ADDRESS	ASSET ID	VALUATION ID OF LAND	RECORD OF TITLE	LEGAL DESCRIPTION	RIGHTS TO BE PROVIDED TO THE COUNCIL	JV ASSET
	Road, Wainuiomata				DP DRAINAGE RESER		
Drainage	20N Norfolk Street, Wainuiomata		158306230 0	WN35A /300	160 161 163 169 170 DP 19728 DRAINAGE RES		
Drainage	11N Wise Street, Wainuiomata		158402050 1	WN952/ 96 WN40D /400	LOT 27 DP 22717 LOT 33 AND PART LOT 36 DEPOSITED PLAN 22825		
Drainage	45N Russell Road, Wainuiomata		158403620 0	WNB1/ 502	LOT 27 D P 24352		
Drainage	14N Frederick Street, Wainuiomata		158404860 0	WNC4/ 935	LOTS 14 30 DP 21255 DRAINAGE		
Drainage	22N Norfolk Street, Wainuiomata		158405480 1	WNA1/ 1080 (Lot 76) and WNA1/ 726 (Lot 78)	LOT 76 DP 23615 LOT 78 DP23616		
Drainage	48N Russell Road, Wainuiomata		158502180 0	WNB1/ 502	LOT 8 DP 24352 WATER SERVICES		
Drainage	30N Wright Street, Wainuiomata		158602020 0	WN978/ 15	LOTS 32/34 DP 22959 - DRAINAGE EASEMENT		
Drainage	25A Petrie Street, Wainuiomata		158603010 0	WN6B/ 984 (Lot 37) and WNC1/ 1227 (Lot 4)	LOT 4 DP 25550 LOT 37 DP 26312		

ACTIVITY OR LAND USE	NAME & ADDRESS	ASSET ID	VALUATION ID OF LAND	RECORD OF TITLE	LEGAL DESCRIPTION	RIGHTS TO BE PROVIDED TO THE COUNCIL	JV ASSET
Drainage	25N Bull Avenue, Wainuiomata		158603990 0	WN812/ 87	LOTS 34 44 89 DP 20399 - FOR DRAINAGE PUR		
Drainage	6N Petrie Street, Wainuiomata		158604550 0	WN936/ 30	LOTS 12 21 31 DP 22122 - DRAINAGE RES-		
Drainage	64N Moohan Street, Wainuiomata		158605810 0	885371	LOTS 25 32 D P 20616 - DRAINAGE LOTS		
Drainage	37N Moohan Street, Wainuiomata		158606090 0	WN699/ 63	LOTS 4 16 26 31 DP 18687 - DRAINAGE		
Drainage	17N Burden Avenue, Wainuiomata		158804190 0	WN5A/ 430 (Lot 67), WN5A/ 431 (Lot 68) and WN5A/ 432 (Lot 69)	LOTS 67 68 69 DP 13729		
Drainage	228 Eastern Hutt Road, Stokes Valley		160320070 0	973/14	LOT 5 DP 18127 PS 37		
Drainage	18N Hinau Grove WAINUIOMATA		158004880 0	844/75	Lot 10 and Lot 35 Deposited Plan 20893		
Heretaunga Wastewater Pump	6 Weir Grove, HERETAUNGA, UPPER HUTT		159003550 1	N/A	Part Section 1 SO 37212		Y
Silverstream Storage Facility	434 Eastern Hutt Road, Silverstream		160160640 2	350249	Lot 1 DP 387512		Y

ACTIVITY OR LAND USE	NAME & ADDRESS	ASS ET ID	VALUATION ID OF LAND	RECORD OF TITLE	LEGAL DESCRIPTION	RIGHTS TO BE PROVIDED TO THE COUNCIL	JV ASSET
Wastewater Pumpstation	41R Barber Grove, MOERA		160563780 1	WN44B /670	PT LOT 2 DP 22471 44B/670		Y

PART B - EASEMENTS

ACTIVITY OR LAND USE	NAME & ADDRESS OF LAND SUBJECT TO THE EASEMENT	ASSET ID	VALUATION ID OF LAND	RECORD OF TITLE OF THE LAND SUBJECT TO THE EASEMENT	LEGAL DESCRIPTION OF THE LAND SUBJECT TO THE EASEMENT	REGISTERED OWNER OF THE LAND SUBJECT TO THE EASEMENT
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A copy of this file was made available in the Wellington Water Sharepoint available at:
https://wellingtonwater.sharepoint.com/:x:/r/sites/TransitionProgramme/_layouts/15/Doc.aspx?sourcedoc=%7B230D9D20-7593-4BBD-8969-0731B094A97F%7D&file=2B%20-%20Easements.xlsx&action=default&mobileredirect=true on 14 June 2026.

PART C – ROAD RESERVE ASSETS

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	LOCAL ROAD OR MOTORWAY/ STATE HIGHWAY MANAGED BY NZTA?
Potable Water Pumpstation	Rata Street	In front of 195 Rata Street NAENAE	PWPS 410		Local
Potable Water Pumpstation	Wilkie Crescent	In front of 53 Wilkie Crescent NAENAE	PWPS 415		Local
Potable Water Pumpstation	Major Drive	On the western corner of the intersection of Major Drive and State Highway 2 KELSON	PWPS 402		SH2
Potable Water Pumpstation	Under Normandale Overbridge	North-east of 3 Pharazyn Street MELLING under the flyover	PWPS 408		Local

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	LOCAL ROAD OR MOTORWAY/ STATE HIGHWAY MANAGED BY NZTA?
Potable Water Pumpstation	Stokes Valley Road	In front of 502 Stokes Valley Road STOKES VALLEY	PWPS 411		Local
Potable Water Pumpstation	Woodvale Grove (Booster)	In front of 41 Woodvale Grove FAIRFIELD	PWPS 416		Local
Potable Water Tank	Rossiter Avenue	In front of 51 Rossiter Avenue WATERLOO	HCC_P W057 164		Local
Potable Water Tank	Kaitangata West	In front of 80 Kaitangata Crescent KELSON	HCC_P W054 431		Local
Potable Water Tank	Kaitangata East	In front of 80 Kaitangata Crescent KELSON	HCC_P W054 432		Local

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	LOCAL ROAD OR MOTORWAY/ STATE HIGHWAY MANAGED BY NZTA?
Stormwater Pumpstation	Guthrie Street (Subway)	Opposite 1/63 Pohutukawa Street WOBURN above railway underpass	HCC-SWPS4 02		Local
Stormwater Pumpstation	John Street	In road south of 123 Richmond Street PETONE	HCC-SWPS4 03		Local
Stormwater Pumpstation	Parkside Road	On riverbank opposite 50 Parkside Road GRACEFIELD	HCC-SWPS4 15		Local
Stormwater Pumpstation	Manor Park (Subway)	On southern verge of SH2, North-east of Manor Park Station pedestrian crossing	HCC-SWPS4 04		SH2
Stormwater Pumpstation	Pukatea Street	In front of 57 Pukatea Street EASTBOURN E	HCC-SWPS4 11		Local

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	LOCAL ROAD OR MOTORWAY/ STATE HIGHWAY MANAGED BY NZTA?
Stormwater Pumpstation	Hutt Park Roundabout	Seaview/Randwick Roundabout	HCC-SWPS410		Local
Stormwater Pumpstation	Heketara Street	In road north of 1 Heketara Street EASTBOURNE	HCC-SWPS412		Local
Wastewater Pumpstation	Jackson Street	In the intersection of Jackson Street and Halford Place (Pvt)	HCC-WWPS413		Local
Wastewater Pumpstation	Percy Cameron Street	In road north-east of 38/55 Percy Cameron Street AVALON	HCC-WWPS445		Local
Wastewater Pumpstation	Te Toru Street	On island north of 8 Te Toru Street TAITA	HCC-WWPS424		Local

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	LOCAL ROAD OR MOTORWAY/ STATE HIGHWAY MANAGED BY NZTA?
Wastewater Pumpstation	Laura Fergusson Grove	Middle of the cul de sac at the end of Laura Fergusson Grove	HCC-WWPS 416		Local
Wastewater Pumpstation	Sorrento Bay	In front of 123 Marine Drive SORRENTO BAY	HCC-WWPS 423		Local
Wastewater Pumpstation	Mahina Bay	In front of 2 Mahina Road MAHINA BAY	HCC-WWPS 417		Local
Wastewater Pumpstation	Cheviot Road	In front of 3 Cheviot Road LOWRY BAY	HCC-WWPS 436		Local
Wastewater Pumpstation	Kelso Grove	In front of 13 Kelso Grove KELSON	HCC-WWPS 414		Local
Wastewater Pumpstation	Bell Road Temporary	Just north-west of the Bell Road bridge where it crosses the Waiwhetu Stream	HCC-WWPS 459		Local

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	LOCAL ROAD OR MOTORWAY/ STATE HIGHWAY MANAGED BY NZTA?
Wastewater Pumpstation	Rona Bay	In front of the south-eastern corner of 2 Marine Parade EASTBOURNE	HCC-WWPS 421		Local
Stormwater Pumpstation	Marsden Street	Opposite 41 Bridge Street MELLING (Cemetery)	HCC-SWPS4 05		Local
Wastewater Pumpstation	the Strand	In the slip road in front of 9A The Strand WAINUIOMATA	HCC-WWPS 458		Local
Stormwater Pumpstation	Tama Street	Next to the pedestrian pathway south-east of Ewen Bridge and Tama Street intersection	HCC-SWPS4 07		Local
Stormwater Pumpstation	Parliament Street	In road reserve opposite 16 Parliament Street	HCC-SWPS4 16		Local

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	LOCAL ROAD OR MOTORWAY/ STATE HIGHWAY MANAGED BY NZTA?
Potable Water Pumpstation	Buick Street	Buick Street Bore - South-west of intersection with Jackson Street	HCC_P W054 122		Local
Drainage reserve	Wellington/McKay Walkway	Near 52N Wellington Road			Local

PART D – RAIL CORRIDOR ASSETS

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Potable Water Main		Seaview	HCC_PWP0 04593		
Potable Water Transmission Main		Seaview	HCC_PWP0 04594		
Potable Water Transmission Main		Seaview	HCC_PWP0 04595		
Potable Water Main		Seaview	HCC_PWP0 04596		
Potable Water Transmission Main		Seaview	HCC_PWP0 04597		
Potable Water Transmission Main		Seaview	HCC_PWP0 04669		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Potable Water Transmission Main		Seaview	HCC_PWPO 04742		
Potable Water Transmission Main		Seaview	HCC_PWPO 04747		
Potable Water Transmission Main		Seaview	HCC_PWPO 04748		
Potable Water Transmission Main		Gracefield	HCC_PWPO 04801		
Potable Water Transmission Main		Gracefield	HCC_PWPO 05036		
Potable Water Main		Moera	HCC_PWPO 06296		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Potable Water Main		Waiwhetu	HCC_PWPO 06327		
Potable Water Transmission Main		Moera	HCC_PWPO 06616		
Potable Water Transmission Main		Avalon	HCC_PWPO 08562		
Potable Water Main		Manor Park	HCC_PWPO 11969		
Potable Water Main		Haywards	HCC_PWPO 11995		
Potable Water Main		Haywards	HCC_PWPO 12016		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Potable Water Main		Taita	HCC_PWPO 12095		
Potable Water Main		Taita	HCC_PWPO 12096		
Potable Water Main		Taita	HCC_PWPO 12952		
Potable Water Main		Taita	HCC_PWPO 12962		
Potable Water Transmission Main		Taita	HCC_PWPO 12971		
Potable Water Transmission Main		Taita	HCC_PWPO 13949		
Potable Water Transmission Main		Avalon	HCC_PWPO 14557		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Potable Water Transmission Main		Epuni	HCC_PWPO 14698		
Potable Water Transmission Main		Hutt Central	HCC_PWPO 15531		
Potable Water Main		Epuni	HCC_PWPO 15554		
Potable Water Transmission Main		Petone	HCC_PWPO 17910		
Potable Water Transmission Main		Korokoro	HCC_PWPO 17911		
Potable Water Transmission Main		Korokoro	HCC_PWPO 18114		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Potable Water Transmission Main		Petone	HCC_PWPO 18115		
Potable Water Main		Korokoro	HCC_PWPO 18356		
Potable Water Main		Korokoro	HCC_PWPO 18421		
Potable Water Main		Melling	HCC_PWPO 19402		
Potable Water Main		Melling	HCC_PWPO 19407		
Potable Water Main		Melling	HCC_PWPO 19534		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Potable Water Main		Petone	HCC_PWP0 23130		
Potable Water Main		Alicetown	HCC_PWP0 23131		
Potable Water Main		Gracefield	HCC_PWP0 63996		
Potable Water Main		Hutt Central	HCC_PWP0 68707		
Stormwater Main		Seaview	HCC_SWP0 04172		
Stormwater Main		Seaview	HCC_SWP0 04181		
Stormwater Sump Lead		Seaview	HCC_SWP0 04184		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Stormwater Main		Seaview	HCC_SWP0 04185		
Stormwater Sump Lead		Seaview	HCC_SWP0 04207		
Stormwater Main		Seaview	HCC_SWP0 04611		
Stormwater Sump Lead		Seaview	HCC_SWP0 04614		
Stormwater Main		Seaview	HCC_SWP0 04615		
Stormwater Main		Seaview	HCC_SWP0 04619		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Stormwater Main		Seaview	HCC_SWP0 04620		
Stormwater Main		Seaview	HCC_SWP0 04625		
Stormwater Main		Seaview	HCC_SWP0 04626		
Stormwater Main		Seaview	HCC_SWP0 04630		
Stormwater Main		Seaview	HCC_SWP0 04638		
Stormwater Main		Seaview	HCC_SWP0 04650		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Stormwater Main		Seaview	HCC_SWP0 04657		
Stormwater Main		Seaview	HCC_SWP0 04661		
Stormwater Main		Seaview	HCC_SWP0 04667		
Stormwater Main		Seaview	HCC_SWP0 04668		
Stormwater Main		Seaview	HCC_SWP0 04672		
Stormwater Main		Seaview	HCC_SWP0 04678		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Stormwater Main		Seaview	HCC_SWP0 04681		
Stormwater Main		Gracefield	HCC_SWP0 04701		
Stormwater Main		Gracefield	HCC_SWP0 04703		
Stormwater Main		Gracefield	HCC_SWP0 04731		
Stormwater Main		Gracefield	HCC_SWP0 04734		
Stormwater Main		Gracefield	HCC_SWP0 04736		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Stormwater Main		Gracefield	HCC_SWP0 04737		
Stormwater Main		Gracefield	HCC_SWP0 04744		
Stormwater Main		Gracefield	HCC_SWP0 04748		
Stormwater Main		Gracefield	HCC_SWP0 04767		
Stormwater Main		Gracefield	HCC_SWP0 04768		
Stormwater Sump Lead		Gracefield	HCC_SWP0 04803		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Stormwater Main		Seaview	HCC_SWP0 04815		
Stormwater Main		Seaview	HCC_SWP0 04838		
Stormwater Main		Seaview	HCC_SWP0 04839		
Stormwater Main		Seaview	HCC_SWP0 04921		
Stormwater Main		Seaview	HCC_SWP0 04922		
Stormwater Main		Seaview	HCC_SWP0 04927		

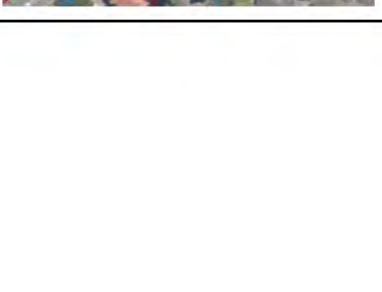
ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Stormwater Main		Seaview	HCC_SWP0 04961		
Stormwater Main		Seaview	HCC_SWP0 04962		
Stormwater Main		Gracefield	HCC_SWP0 05061		
Stormwater Main		Gracefield	HCC_SWP0 05063		
Stormwater Main		Gracefield	HCC_SWP0 05067		
Stormwater Main		Gracefield	HCC_SWP0 05090		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Stormwater Main		Gracefield	HCC_SWP0 05091		
Stormwater Main		Gracefield	HCC_SWP0 05095		
Stormwater Main		Gracefield	HCC_SWP0 05104		
Stormwater Main		Gracefield	HCC_SWP0 05105		
Stormwater Main		Gracefield	HCC_SWP0 05184		
Stormwater Main		Moera	HCC_SWP0 05238		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Stormwater Main		Woburn	HCC_SWP0 05316		
Stormwater Main		Woburn	HCC_SWP0 05317		
Stormwater Sump Lead		Woburn	HCC_SWP0 05318		
Stormwater Main		Moera	HCC_SWP0 05319		
Stormwater Main		Moera	HCC_SWP0 05320		
Stormwater Main		Moera	HCC_SWP0 05374		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Stormwater Main		Moera	HCC_SWP0 05375		
Stormwater Main		Moera	HCC_SWP0 05572		
Stormwater Main		Moera	HCC_SWP0 05573		
Stormwater Main		Moera	HCC_SWP0 05574		
Stormwater Main		Waiwhetu	HCC_SWP0 05722		
Stormwater Main		Waiwhetu	HCC_SWP0 05728		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Stormwater Sump Lead		Waiwhetu	HCC_SWP0 05729		
Stormwater Main		Moera	HCC_SWP0 05757		
Stormwater Main		Waiwhetu	HCC_SWP0 05894		
Stormwater Main		Moera	HCC_SWP0 06247		
Stormwater Main		Moera	HCC_SWP0 06250		
Stormwater Main		Moera	HCC_SWP0 06251		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Stormwater Sump Lead		Hutt Central	HCC_SWP0 06447		
Stormwater Sump Lead		Hutt Central	HCC_SWP0 06448		
Stormwater Main		Hutt Central	HCC_SWP0 06519		
Stormwater Sump Lead		Waterloo	HCC_SWP0 06562		
Stormwater Sump Lead		Waterloo	HCC_SWP0 06563		
Stormwater Sump Lead		Waterloo	HCC_SWP0 07141		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Stormwater Sump Lead		Waterloo	HCC_SWP0 07144		
Stormwater Sump Lead		Waterloo	HCC_SWP0 07148		
Stormwater Sump Lead		Waterloo	HCC_SWP0 07150		
Stormwater Main		Waterloo	HCC_SWP0 07156		
Stormwater Main		Waterloo	HCC_SWP0 07190		
Stormwater Sump Lead		Waterloo	HCC_SWP0 07197		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Stormwater Sump Lead		Waterloo	HCC_SWP0 07198		
Stormwater Main		Waterloo	HCC_SWP0 07199		
Stormwater Main		Waterloo	HCC_SWP0 07334		
Stormwater Sump Lead		Waterloo	HCC_SWP0 07335		
Stormwater Sump Lead		Waterloo	HCC_SWP0 07336		
Stormwater Main		Epuni	HCC_SWP0 08534		
Stormwater Main		Epuni	HCC_SWP0 08544		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Stormwater Main		Waiwhetu	HCC_SWP0 08624		
Stormwater Main		Waiwhetu	HCC_SWP0 08626		
Stormwater Main		Woburn	HCC_SWP0 08655		
Stormwater Main		Woburn	HCC_SWP0 08656		
Stormwater Main		Woburn	HCC_SWP0 08657		
Stormwater Main		Woburn	HCC_SWP0 08658		
Stormwater Main		Waiwhetu	HCC_SWP0 08659		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Stormwater Main		Waiwhetu	HCC_SWP0 08660		
Stormwater Main		Waiwhetu	HCC_SWP0 08666		
Stormwater Main		Waiwhetu	HCC_SWP0 08675		
Stormwater Sump Lead		Waterloo	HCC_SWP0 08873		
Stormwater Sump Lead		Waterloo	HCC_SWP0 08874		
Stormwater Sump Lead		Waterloo	HCC_SWP0 08882		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Stormwater Main		Waterloo	HCC_SWP0 08949		
Stormwater Main		Waterloo	HCC_SWP0 08954		
Stormwater Sump Lead		Waterloo	HCC_SWP0 08963		
Stormwater Sump Lead		Waterloo	HCC_SWP0 08964		
Stormwater Main		Epuni	HCC_SWP0 09001		
Stormwater Main		Fairfield	HCC_SWP0 09005		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Stormwater Main		Hutt Central	HCC_SWP0 09035		
Stormwater Main		Epuni	HCC_SWP0 09040		
Stormwater Main		Epuni	HCC_SWP0 09041		
Stormwater Main		Waiwhetu	HCC_SWP0 09228		
Stormwater Main		Hutt Central	HCC_SWP0 09276		
Stormwater Main		Hutt Central	HCC_SWP0 09277		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Stormwater Main		Hutt Central	HCC_SWP0 09278		
Stormwater Main		Hutt Central	HCC_SWP0 09279		
Stormwater Main		Hutt Central	HCC_SWP0 09280		
Stormwater Main		Epuni	HCC_SWP0 09516		
Stormwater Main		Epuni	HCC_SWP0 09875		
Stormwater Main		Epuni	HCC_SWP0 11497		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Stormwater Main		Avalon	HCC_SWP0 11814		
Stormwater Main		Avalon	HCC_SWP0 11897		
Stormwater Main		Avalon	HCC_SWP0 11913		
Stormwater Main		Naenae	HCC_SWP0 11925		
Stormwater Main		Avalon	HCC_SWP0 11996		
Stormwater Main		Naenae	HCC_SWP0 12435		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Stormwater Main		Naenae	HCC_SWP0 12436		
Stormwater Main		Taita	HCC_SWP0 13048		
Stormwater Main		Taita	HCC_SWP0 13057		
Stormwater Main		Taita	HCC_SWP0 13058		
Stormwater Main		Taita	HCC_SWP0 13078		
Stormwater Main		Taita	HCC_SWP0 13161		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Stormwater Main		Taita	HCC_SWP0 13415		
Stormwater Main		Taita	HCC_SWP0 13530		
Stormwater Main		Taita	HCC_SWP0 13664		
Stormwater Main		Taita	HCC_SWP0 13777		
Stormwater Main		Taita	HCC_SWP0 13778		
Stormwater Culvert		Manor Park	HCC_SWP0 16361		
Stormwater Main		Manor Park	HCC_SWP0 16364		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Stormwater Main		Manor Park	HCC_SWP0 16366		
Stormwater Main		Melling	HCC_SWP0 17996		
Stormwater Main		Melling	HCC_SWP0 17997		
Stormwater Main		Melling	HCC_SWP0 19072		
Stormwater Main		Melling	HCC_SWP0 19073		
Stormwater Main		Melling	HCC_SWP0 19113		
Stormwater Main		Melling	HCC_SWP0 20533		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Stormwater Main		Korokoro	HCC_SWP0 20686		
Stormwater Main		Alicetown	HCC_SWP0 21182		
Stormwater Main		Alicetown	HCC_SWP0 21911		
Stormwater Main		Korokoro	HCC_SWP0 21924		
Stormwater Main		Korokoro	HCC_SWP0 21925		
Stormwater Main		Petone	HCC_SWP0 21941		
Stormwater Main		Petone	HCC_SWP0 21944		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Stormwater Main		Korokoro	HCC_SWPO 21945		
Stormwater Main		Alicetown	HCC_SWPO 22303		
Stormwater Main		Alicetown	HCC_SWPO 22316		
Stormwater Main		Alicetown	HCC_SWPO 22317		
Stormwater Main		Alicetown	HCC_SWPO 22318		
Stormwater Main		Alicetown	HCC_SWPO 22323		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Stormwater Main		Alicetown	HCC_SWP0 22504		
Stormwater Main		Alicetown	HCC_SWP0 22506		
Stormwater Main		Alicetown	HCC_SWP0 22508		
Stormwater Main		Alicetown	HCC_SWP0 22847		
Stormwater Main		Alicetown	HCC_SWP0 22856		
Stormwater Sump Lead		Korokoro	HCC_SWP0 22906		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Stormwater Sump Lead		Korokoro	HCC_SWPO 22907		
Stormwater Sump Lead		Korokoro	HCC_SWPO 22908		
Stormwater Main		Korokoro	HCC_SWPO 22914		
Stormwater Main		Korokoro	HCC_SWPO 22915		
Stormwater Main		Korokoro	HCC_SWPO 22916		
Stormwater Sump Lead		Korokoro	HCC_SWPO 22917		
Stormwater Sump Lead		Korokoro	HCC_SWPO 22918		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Stormwater Main		Korokoro	HCC_SWP0 22919		
Stormwater Sump Lead		Korokoro	HCC_SWP0 22920		
Stormwater Sump Lead		Korokoro	HCC_SWP0 22921		
Stormwater Main		Korokoro	HCC_SWP0 22922		
Stormwater Main		Waiwhetu	HCC_SWP0 23600		
Stormwater Main		Petone	HCC_SWP0 27389		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Stormwater Main		Petone	HCC_SWPO 27390		
Stormwater Main		Petone	HCC_SWPO 27391		
Stormwater Main		Gracefield	HCC_SWPO 27394		
Wastewater Trunk Main		Seaview	HCC_WWP 000830		
Wastewater Trunk Main		Seaview	HCC_WWP 001034		
Wastewater Trunk Main		Seaview	HCC_WWP 001035		
Wastewater Main		Seaview	HCC_WWP 001044		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Wastewater Main		Melling	HCC_WWP 002927		
Wastewater Main		Melling	HCC_WWP 002928		
Wastewater Main		Melling	HCC_WWP 002929		
Wastewater Main		Alicetown	HCC_WWP 003225		
Wastewater Main		Alicetown	HCC_WWP 003227		
Wastewater Main		Petone	HCC_WWP 003564		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Wastewater Trunk Main		Alicetown	HCC_WWP 003675		
Wastewater Trunk Main		Alicetown	HCC_WWP 003690		
Wastewater Trunk Main		Alicetown	HCC_WWP 003691		
Wastewater Discharge Pipe		Alicetown	HCC_WWP 003692		
Wastewater Trunk Main		Alicetown	HCC_WWP 003693		
Wastewater Discharge Pipe		Alicetown	HCC_WWP 003808		
Wastewater Main		Korokoro	HCC_WWP 003809		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Wastewater Main		Korokoro	HCC_WWP 003811		
Wastewater Main		Alicetown	HCC_WWP 003812		
Wastewater Main		Alicetown	HCC_WWP 003813		
Wastewater Main		Alicetown	HCC_WWP 003841		
Wastewater Trunk Main		Alicetown	HCC_WWP 003883		
Wastewater Trunk Main		Petone	HCC_WWP 003884		
Wastewater Main		Melling	HCC_WWP 004989		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Wastewater Trunk Main		Korokoro	HCC_WWP 005930		
Wastewater Main		Maungaraki	HCC_WWP 005960		
Wastewater Main		Melling	HCC_WWP 006767		
Wastewater Main		Melling	HCC_WWP 006772		
Wastewater Main		Manor Park	HCC_WWP 008234		
Wastewater Main		Manor Park	HCC_WWP 008241		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Wastewater Main		Manor Park	HCC_WWP 008245		
Wastewater Main		Manor Park	HCC_WWP 008248		
Wastewater Trunk Main		Manor Park	HCC_WWP 008262		
Wastewater Trunk Main		Manor Park	HCC_WWP 009611		
Wastewater Trunk Main		Manor Park	HCC_WWP 009612		
Wastewater Trunk Main		Manor Park	HCC_WWP 009614		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Wastewater Trunk Main		Manor Park	HCC_WWP 009617		
Wastewater Trunk Main		Manor Park	HCC_WWP 009618		
Wastewater Trunk Main		Manor Park	HCC_WWP 009619		
Wastewater Discharge Pipe		Manor Park	HCC_WWP 009620		
Wastewater Trunk Main		Manor Park	HCC_WWP 009638		
Wastewater Trunk Main		Manor Park	HCC_WWP 009640		
Wastewater Trunk Main		Manor Park	HCC_WWP 009641		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Wastewater Trunk Main		Manor Park	HCC_WWP 009644		
Wastewater Trunk Main		Manor Park	HCC_WWP 009645		
Wastewater Main		Manor Park	HCC_WWP 009745		
Wastewater Main		Taita	HCC_WWP 009921		
Wastewater Main		Avalon	HCC_WWP 009936		
Wastewater Trunk Main		Taita	HCC_WWP 009948		
Wastewater Trunk Main		Taita	HCC_WWP 009949		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Wastewater Trunk Main		Avalon	HCC_WWP 009954		
Wastewater Trunk Main		Avalon	HCC_WWP 010128		
Wastewater Main		Taita	HCC_WWP 010231		
Wastewater Main		Taita	HCC_WWP 010262		
Wastewater Main		Taita	HCC_WWP 010265		
Wastewater Main		Taita	HCC_WWP 010266		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Wastewater Trunk Main		Taita	HCC_WWP 010269		
Wastewater Trunk Main		Taita	HCC_WWP 010270		
Wastewater Main		Taita	HCC_WWP 010437		
Wastewater Main		Avalon	HCC_WWP 010599		
Wastewater Main		Avalon	HCC_WWP 010843		
Wastewater Main		Avalon	HCC_WWP 010982		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Wastewater Main		Epuni	HCC_WWP 011447		
Wastewater Main		Waterloo	HCC_WWP 012065		
Wastewater Trunk Main		Fairfield	HCC_WWP 012273		
Wastewater Main		Epuni	HCC_WWP 012282		
Wastewater Trunk Main		Fairfield	HCC_WWP 012283		
Wastewater Trunk Main		Naenae	HCC_WWP 012306		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Wastewater Trunk Main		Naenae	HCC_WWP 012307		
Wastewater Trunk Main		Naenae	HCC_WWP 012308		
Wastewater Main		Epuni	HCC_WWP 012409		
Wastewater Trunk Main		Waterloo	HCC_WWP 012709		
Wastewater Trunk Main		Waterloo	HCC_WWP 012710		
Wastewater Trunk Main		Waterloo	HCC_WWP 012726		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Wastewater Trunk Main		Waterloo	HCC_WWP 012734		
Wastewater Main		Moera	HCC_WWP 014151		
Wastewater Main		Moera	HCC_WWP 014329		
Wastewater Main		Moera	HCC_WWP 014354		
Wastewater Trunk Main		Waiwhetu	HCC_WWP 014483		
Wastewater Trunk Main		Moera	HCC_WWP 014484		
Wastewater Trunk Main		Moera	HCC_WWP 014485		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Wastewater Trunk Main		Moera	HCC_WWP 014491		
Wastewater Main		Waiwhetu	HCC_WWP 014556		
Wastewater Trunk Main		Waiwhetu	HCC_WWP 014561		
Wastewater Trunk Main		Waiwhetu	HCC_WWP 014575		
Wastewater Trunk Main		Waiwhetu	HCC_WWP 014576		
Wastewater Trunk Main		Waiwhetu	HCC_WWP 014577		
Wastewater Trunk Main		Moera	HCC_WWP 014677		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Wastewater Trunk Main		Moera	HCC_WWP 014678		
Wastewater Main		Gracefield	HCC_WWP 014790		
Wastewater Main		Seaview	HCC_WWP 014803		
Wastewater Main		Gracefield	HCC_WWP 014804		
Wastewater Main		Gracefield	HCC_WWP 014806		
Wastewater Main		Gracefield	HCC_WWP 014807		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Wastewater Main		Gracefield	HCC_WWP 014808		
Wastewater Main		Gracefield	HCC_WWP 014817		
Wastewater Main		Gracefield	HCC_WWP 014820		
Wastewater Main		Gracefield	HCC_WWP 014825		
Wastewater Main		Gracefield	HCC_WWP 014827		
Wastewater Main		Gracefield	HCC_WWP 014835		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Wastewater Main		Gracefield	HCC_WWP 014836		
Wastewater Main		Gracefield	HCC_WWP 014849		
Wastewater Main		Gracefield	HCC_WWP 014851		
Wastewater Main		Gracefield	HCC_WWP 014866		
Wastewater Main		Gracefield	HCC_WWP 014884		
Wastewater Main		Gracefield	HCC_WWP 014885		
Wastewater Main		Gracefield	HCC_WWP 014893		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Wastewater Main		Gracefield	HCC_WWP 014914		
Wastewater Main		Gracefield	HCC_WWP 014947		
Wastewater Main		Gracefield	HCC_WWP 014950		
Wastewater Main		Gracefield	HCC_WWP 014951		
Wastewater Main		Seaview	HCC_WWP 014972		
Wastewater Main		Seaview	HCC_WWP 014973		
Wastewater Main		Seaview	HCC_WWP 014974		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Wastewater Main		Seaview	HCC_WWP 014975		
Wastewater Main		Seaview	HCC_WWP 014976		
Wastewater Main		Seaview	HCC_WWP 014983		
Wastewater Main		Gracefield	HCC_WWP 014993		
Wastewater Main		Gracefield	HCC_WWP 014999		
Wastewater Main		Gracefield	HCC_WWP 015000		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Wastewater Main		Gracefield	HCC_WWP 015001		
Wastewater Main		Gracefield	HCC_WWP 015009		
Wastewater Main		Gracefield	HCC_WWP 015013		
Wastewater Main		Gracefield	HCC_WWP 015019		
Wastewater Main		Gracefield	HCC_WWP 015020		
Wastewater Main		Gracefield	HCC_WWP 015021		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Wastewater Trunk Main		Gracefield	HCC_WWP 015024		
Wastewater Trunk Main		Gracefield	HCC_WWP 015025		
Wastewater Trunk Main		Gracefield	HCC_WWP 015047		
Wastewater Trunk Main		Gracefield	HCC_WWP 015049		
Wastewater Trunk Main		Seaview	HCC_WWP 015066		
Wastewater Trunk Main		Seaview	HCC_WWP 015067		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Wastewater Trunk Main		Seaview	HCC_WWP 015069		
Wastewater Trunk Main		Seaview	HCC_WWP 015070		
Wastewater Trunk Main		Seaview	HCC_WWP 015071		
Wastewater Trunk Main		Seaview	HCC_WWP 015073		
Wastewater Trunk Main		Seaview	HCC_WWP 015076		
Wastewater Trunk Main		Seaview	HCC_WWP 015077		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Wastewater Main		Gracefield	HCC_WWP 015096		
Wastewater Main		Gracefield	HCC_WWP 015097		
Wastewater Main		Gracefield	HCC_WWP 015098		
Wastewater Main		Seaview	HCC_WWP 015107		
Wastewater Main		Seaview	HCC_WWP 015108		
Wastewater Main		Seaview	HCC_WWP 015109		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Wastewater Main		Seaview	HCC_WWP 015110		
Wastewater Main		Seaview	HCC_WWP 015118		
Wastewater Main		Seaview	HCC_WWP 015119		
Wastewater Main		Seaview	HCC_WWP 015122		
Wastewater Main		Seaview	HCC_WWP 015140		
Wastewater Main		Seaview	HCC_WWP 015146		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Wastewater Main		Seaview	HCC_WWP 015147		
Wastewater Main		Seaview	HCC_WWP 015148		
Wastewater Main		Gracefield	HCC_WWP 015162		
Wastewater Main		Gracefield	HCC_WWP 016005		
Wastewater Main		Gracefield	HCC_WWP 016006		
Wastewater Main		Gracefield	HCC_WWP 016007		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Wastewater Main		Epuni	HCC_WWP 018267		
Wastewater Main		Moera	HCC_WWP 018343		
Wastewater Main		Epuni	HCC_WWP 018477		
Wastewater Trunk Main		Fairfield	HCC_WWP 018643		
Wastewater Trunk Main		Seaview	HCC_WWP 018850		
Wastewater Main		Korokoro	HCC_WWP 018930		

ACTIVITY OR LAND USE	NAME	LOCATION	ASSET ID	AERIAL VIEW	SOURCE OF RIGHT
Wastewater Main		Moera	HCC_WWP 019076		
Wastewater DUCT		Korokoro	HCC_WWP 019189		

PART E – LAND TO BE RETAINED BY THE COUNCIL

ACTIVITY OR LAND USE	NAME & ADDRESS	ASSET ID	VALUATION ID OF LAND	RECORD OF TITLE	LEGAL DESCRIPTION	REASON FOR COUNCIL RETENTION OF LAND
Drainage	24N Fitzherbert Road WAINUIOMATA		None recorded in P&R	WN5A/4 36	Lot 21 DP 14197	Ongoing investigations as to Council ownership of site
Wastewater Pumpstation	301B Marine Drive YORK BAY		1632039600	257/135	Lot 1 DP 1538	Access to beach
Wastewater Pumpstation	126 Coast Road WAINUIOMATA		1588056900	373440 and 373441	Lot 3 DP 393261 LOT 2 DP 393261 CT 373440	Cleanfill site
Potable Water Tank	6N Honeysuckle Grove MAUNGARA KI		1610252100	A2/779	LOT 122 DP 28287 PS 48 ACC NO 44001 WATERWORKS WATER SERVICES	Retaining access to reserve behind this parcel

ACTIVITY OR LAND USE	NAME & ADDRESS	ASSET ID	VALUATION ID OF LAND	RECORD OF TITLE	LEGAL DESCRIPTION	REASON FOR COUNCIL RETENTION OF LAND
Dowse Gallery, Museum, Caf and Square	45 Laings Road HUTT CENTRAL		1605340000	WN5A/1 463, WN5A/1 462, WN156/240, WN144/298, WN437/93, WN273/101, WNF1/2 03, WNF1/2 04, WND4/1242, WN153/148, WN148/284 and WN302/250	'-Lot 7 Deposited Plan 1257; -Lot 4 Deposited Plan 1257; -Lot 21 Deposited Plan 1579; -Lot 6 Deposited Plan 1257; -Lot 5 Deposited Plan 1257; -Lot 23 Deposited Plan 1579; -Lot 1 Deposited Plan 1257; -Lot 2 Deposited Plan 1257; -Lot 2 Deposited Plan 8513; -Lot 20 Deposited Plan 1579; -Lot 19 Deposited Plan 1579; and -Lot 1 Deposited Plan 1567.	Dowse Square - not primary use water
Potable Water Pumpstation	1144 High Street TAITA		1604600100	540548	LOTS 1 & 12 DP 33335 STRIP ALONGSIDE RAILWAY CT 540548	Water asset just a small part of this land

ACTIVITY OR LAND USE	NAME & ADDRESS	ASSET ID	VALUATION ID OF LAND	RECORD OF TITLE	LEGAL DESCRIPTION	REASON FOR COUNCIL RETENTION OF LAND
Wastewater Pumpstation	3 Fitzroy Bay PENCARROW HEAD		1589011200	D1/110 6 and WNB2/6 20	-RT WND1/1106: Part Parangarahu and Part Parangarahu 5B Block and Part Parangarahu 6 Block -RT WNB2/620: Section 84 Harbour District and Section 1 Block V Pencarrow Survey District	Recreational use - GWRC is considering taking over the ownership of this piece of land and joining it up with the Regional Park
Drainage	60N Wellington Road WAINUIOMA TA		1583000500	106936 1 and RT WN659/ 22	-RT 1069361: Lot 105, 122, 136, 145, 224 Deposited Plan 14784 and Lot 3 Deposited Plan 571819. -RT WN659/22: Part Lot 138 Deposited Plan 14784	Black Creek, mixed-use water and significant recreation use
Wastewater Pumpstation	160 The Esplanade PETONE		1658038000	40C/386	Lot 1-2 Deposited Plan 69217	Beach front - recreation use
Wastewater Pumpstation	255 Coast Road WAINUIOMA TA		1589011501	WN8B/1 131 and WNF2/7 96	-RT WNF2/796: Lot 1-2 Deposited Plan 27786 -RT WN8B/1131: Lot 1	Closed landfill site

ACTIVITY OR LAND USE	NAME & ADDRESS	ASSET ID	VALUATION ID OF LAND	RECORD OF TITLE	LEGAL DESCRIPTION	REASON FOR COUNCIL RETENTION OF LAND
					Deposited Plan 31461	
Wastewater Pumpstation	25N Pukatea Street EASTBOURN E		1631030000	531224	LOT 2 DP 13252	Mixed use - water and pedestrian access
Wastewater Pumpstation	80 The Esplanade PETONE		1658037900	WN40C/387	Lot 3 Deposited Plan 69217	Beach front - recreation use
Potable Water Tanks	220 Whites Line East, WAIWHETU		1615175000	533/46, A1/44, 18C/105 4, 146951		Water asset just a small part of this land
Wastewater Pumpstation	601 and 601A Marine Drive SUNSHINE BAY		7250100 and 7250001	20D/29 5 and WN498/171	Section 82 Harbour District and Lot 5-7 Deposited Plan 1694	Access to beach
Potable Water Pumpstation & Tank	23 Korokoro Road KOROKORO		8003700	56D/420	LOT 6 DP 89394 PT SEC 110 KOROKORO SETT HAVING 1/4 SHARE IN LOT 4 DP 89394 56D/420	Walking track with access to reserve behind the reservoir
Wastewater Pumpstation	82 Randwick Road MOERA		1142602	50B/90	Lot 1-3, Lot 6 and Part Lot 4-5 Deposited Plan 24038, Part Section 12 and Part Section 706 Hutt District and Part Waiwhetu Stream Bed	This is a public golf course on land owned by HCC but commercially leased

ACTIVITY OR LAND USE	NAME & ADDRESS	ASSET ID	VALUATION ID OF LAND	RECORD OF TITLE	LEGAL DESCRIPTION	REASON FOR COUNCIL RETENTION OF LAND
Wastewater Pumpstation	93R Hutt Park Road MOERA			50B/90, D1/902, 47D/53 0, 24A/248	PT LOT 5 DP 24038. PELORUS TRUST SPORTS HOUSE	This is an office site and public sports field
Wastewater Pumpstation	431 Cuba Street ALICETOWN			WNF2/1 302, WN148/45	PT LOTS 115 116 117 & 118 DP 50 PS 49	Public reserve site
Wastewater Pumpstation	22 Wood Street WAINUIOMA TA			Parcel ID 398479 0	Lot 1 DP 16231	Large public reserve with water infrastructure on small part of site. Links to other green space that is managed by Parks & Reserves
Wastewater Pumpstation	122 Coast Road WAINUIOMA TA			WN21D /78, 504050	-RT 504050: Part Lot 21 Deposited Plan 26945 -RT WN21D/78: Section 109 Wainuiomata District	Public park and sportsfield
Wastewater Pumpstation	34 London Road KOROKORO			WN31B/112	LOT 1 DP 62101	Public park
Wastewater Pumpstation	25 Titiro Moana Road KOROKORO			No record of title	LOT 1 DP 15895	Public walking track and reserve site
Potable Water Pumpstation & Tank	60 Eastern Hutt Road TAITA			50D/74 3	Lot 3 DP 83794	Large public reserve

ACTIVITY OR LAND USE	NAME & ADDRESS	ASSET ID	VALUATION ID OF LAND	RECORD OF TITLE	LEGAL DESCRIPTION	REASON FOR COUNCIL RETENTION OF LAND
Potable Water Tank	93 Wainui Road WAIWHETU			577054, 26635	-RT 577054: Section 5 Survey Office Plan 437413 -RT 26635: Section 1 Survey Office Plan 304000	Large public reserve and mountain bike track
Stormwater Dam	28 Magnolia Grove MAUNGARA KI			B2/810, C2/1282	-RT WNB2/810: Lot 142 Deposited Plan 24793. -RT WNC2/1282: Lot 134 Deposited Plan 23697.	Dam reserve with recreation use
Potable Water Tank	171 Upper Fitzherbert Road WAINUIOMA TA			18C/142 7	Lot 1 Deposited Plan 44948	Large public reserve that connects Wainuiomata and Stokes Valley. Water infrastructure on small site
Stormwater Dam	18 Mulberry Street MAUNGARA KI			20D/40 6	LOT 2 DP 35296	Large public reserve with water infrastructure on small part of site.
Potable Water Tank	4 Titiro Moana Road KOROKORO			24D/76	LOT 2 DP 26431 & PT SEC 34 MAUNGARAKI VILLAGE	Large public reserve with reservoir on small part of site
Stormwater Dam	32 Cedar Street			20D/40 5	LOT 1 DP 35296	Large public reserve with

ACTIVITY OR LAND USE	NAME & ADDRESS	ASSET ID	VALUATION ID OF LAND	RECORD OF TITLE	LEGAL DESCRIPTION	REASON FOR COUNCIL RETENTION OF LAND
	MAUNGARA KI					dam on small part of site
Stormwater Dam	1A Holly Grove MAUNGARA KI			5C/464	PT LOT 9 DP 27712	Dam reserve with recreation use
Potable Water Tank	85 Parkway WAINUIOMA TA			754240	Lot 3 Deposited Plan 390769 and Lot 13 Deposited Plan 484841 and Lot 301 Deposited Plan 502921	Large public reserve with water infrastructure on small part of site
Potable Water Tank	20 Shaftesbury Grove STOKES VALLEY			771536	LOT 2 DP 507600 CT 771536	Large public reserve with water infrastructure on small part of site
Wastewater Pumpstation	14N Otamarau Grove MAUNGARA KI			47A/856 , 47A/854	LOT 7 DP 80557 47A/856	Public reserve with water infrastructure on small part of site
Wastewater Pumpstation	239 Taita Drive TAITA			37A/75 1, 31B/654	LOT 1 & PT LOT 2 DP 8182 & PT LOT 1 DP 23261 BLDG	Sports club building
Wastewater Pumpstation	100 Port Road SEAVIEW			145207	LOT 2 DP 335431 - SEAVIEW MARINA	Seaview Marina site
Wastewater Pumpstation	12 Avalon Park Drive AVALON			826877	LOT 2 DP 518424 CT 826877	Sports club site

ACTIVITY OR LAND USE	NAME & ADDRESS	ASSET ID	VALUATION ID OF LAND	RECORD OF TITLE	LEGAL DESCRIPTION	REASON FOR COUNCIL RETENTION OF LAND
Wastewater Pumpstation	67A Totara Crescent WOBBURN			28A/901	LOT 41 DP 8246 PS 6-21 RESERVES 28A/901	Sports club site
Potable water and Wastewater	17 Kopara Grove STOKES VALLEY			WN577/146 & WN783/68	-RT WN577/146 is Lot 18 Deposited Plan 14251 -RT WN783/68 is Part Lot 1-2 Deposited Plan 5479	Public reserve with water infrastructure on small part of site
Drainage	43N Wainui Road, Wainuiomata			90413 & WN7A/531	-RT 90413: Section 3-4 Survey Office Plan 38341 and Section 1 Survey Office Plan 304094 -RT WN7A/531: Part Lot 1 Deposited Plan 18416	Public reserve with water infrastructure on small part of site
Drainage	9A Fraser Street, Wainuiomata			WN30C/888	LOT 1 DP 59024 30C/888	Public reserve with water infrastructure on small part of site
Drainage	22 George Street STOKES VALLEY			1970 P 1770	SEC 839 PS 6-21 RESERVES	Public reserve with water infrastructure on small part of site
Drainage	168 Hine Rd, Wainuiomata		Nothing listed	-	SEC 1 SO 439411 - Garden of Remembrance	

ACTIVITY OR LAND USE	NAME & ADDRESS	ASSET ID	VALUATION ID OF LAND	RECORD OF TITLE	LEGAL DESCRIPTION	REASON FOR COUNCIL RETENTION OF LAND
Drainage	17N Norfolk Street, Wainuiomata				LOT 55 DP 28358 UTILITY RES	Mixed use - drainage and as a green space reserve
Drainage	18N Mohaka Street, Wainuiomata			5B/602	LOT 28 DP 30362 LOT 72 DP 32220 Lot 54 DP 41739 UT	Mixed use - drainage and as a green space reserve
Drainage	56N Parkway, Wainuiomata			WN6B/1 246	LOT 12 DP 29623 UTILITY RES	Mixed use - drainage and as a green space reserve
Stormwater Dam	5 Dowse Drive MAUNGARA KI		1660026800 B	WN 451/25, WN 15A/564, WN A3/960	Lot 21 DP 42145 Lot 1 DP 14082	Mixed use - dam and Council reserve
Drainage	6N Konini Street, Wainuiomata			WN 6B/1415	LOT 26 DP 29624	Y - Utility Reserve
Wastewater Pumpstation	467 Muritai Road EASTBOURNE			WN5D/497	Lot 1 Deposited Plan 7419	Beach front - recreation use
Wastewater Pumpstation (suggested future use)	513 Muritai Road, EASTBOURNE			115868	LOT (RES) 3 DP 422935 CT 519821	Currently used as a public toilet facility. If Tiaki Wai were to proceed with the pump station then Council could either subdivide

ACTIVITY OR LAND USE	NAME & ADDRESS	ASSET ID	VALUATION ID OF LAND	RECORD OF TITLE	LEGAL DESCRIPTION	REASON FOR COUNCIL RETENTION OF LAND
						the site as part of the project works or lease/license to Tiaki Wai that part to be occupied by the booster pump station.
Stormwater - Akatarawa Cemetery	Akatarawa Cemetery, 20 Fairview Drive, AKATARAWA, UPPER HUTT			WN44C/594, 728957, 728960, WN42C/522, 728959	Lot 2 DP 75573, Lot 304 DP 496016, Lot 4 DP 20303, Lot 301 DP 496016, Lot 301 Deposited Plan 496016, Lot 304 Deposited Plan 496016, Part Section 215 Hutt District, Lot 303 Deposited Plan 496016	Primary use is as a cemetery, but does contain public stormwater services. Jointly owned between HCC and UHCC
s7(2)(a)						
s7(2)(a)						
s7(2)(a)						
s7(2)(a)						

ACTIVITY OR LAND USE	NAME & ADDRESS	ASSET ID	VALUATION ID OF LAND	RECORD OF TITLE	LEGAL DESCRIPTION	REASON FOR COUNCIL RETENTION OF LAND
s7(2)(a)						
s7(2)(a)						
s7(2)(a)						
s7(2)(a)						
Wastewater Pumpstation	12N Massey Avenue WOBURN		1605560601	WN450/136	SEC 301 BLK IX HUTT CALLEY SETTLEMENT DP 8027 PS 49 ACCNO 96000 SEWER WATER SERVICES	This site is a reserve and subject to a s 75 Building Act.
GWRC bore site	135 Woburn Road			613351	Lot 2 DP 463275	
GWRC bore site	0 Mitchell Street, Epuni			1029984	Lot 2 DP 570287	
GWRC bore site	42 Trafalgar Street, Waterloo			WN44A/57	Section 9 Block XXXVIII Hutt Valley Settlement	
GWRC bore site	24 Marine Parade, Petone			WN44C/626	Part Section 709 Hutt District	

ACTIVITY OR LAND USE	NAME & ADDRESS	ASSET ID	VALUATION ID OF LAND	RECORD OF TITLE	LEGAL DESCRIPTION	REASON FOR COUNCIL RETENTION OF LAND
GWRC bore site	2 Fairway Drive, Avalon			849041	Part Section 49 Hutt District	
GWRC bore site	2 Fairway Drive, Avalon			826880	Lot 5 DP 518424	
GWRC bore site	0 Taita Drive, Taita	39874 40		No title	Part Lot 62 DP 19074	
GWRC bore site	10 Waddington Drive, Naenae				Lot 1 DP 47527	

SCHEDULE 3

EXCLUDED ASSETS

Plant and Equipment

Asset ID	Asset Type
3A	HCC Abandoned Below Ground Assets
3B	Hutt City Council - Sumps, Leads and Culverts - Below Ground Assets

(A copy of each of these files was shared in the 'HCC asset lists from WWL data' folder for the Council in the Wellington Water SharePoint on or prior to 14 June 2026).

SCHEDULE 4

CONTRACTUAL ARRANGEMENTS (GENERAL)

Agreements

Contract name/description		Counterparty consent required
<i>Contract Number</i>	<i>Contract Name and type of contract</i>	
G36157	KiwiRail grant of access - Settling pond site Lower Hutt	Yes
G11040	KiwiRail grant of access - Sewer pipe at Petone	Yes
G07100	KiwiRail grant of access - Water supply at Petone	Yes
G04482	KiwiRail grant of access - Water pipe at Petone	Yes
G04482	KiwiRail grant of access - 3 inch water pipe	Yes
G04482	KiwiRail grant of access - 1/4 inch water pipe	Yes
G04482	KiwiRail grant of access - 9 inch water	Yes
G04482	KiwiRail grant of access - 12 inch water main	Yes
G91423	KiwiRail grant of access - 600mm concrete culvert at Manor Park	Yes
G91228	KiwiRail grant of access - Petone to Melling: 201 - 300mm OD grade sewer pipe encased in a 350mm steel pipe at Petone	Yes
G90020	KiwiRail grant of access - 355mm OD water pipe at Wakefield Street, Lower Hutt	Yes
G61632	KiwiRail grant of access - WW rising main Ava to Barber G	Yes
G61632	KiwiRail grant of access - WW/rising main	Yes
G60838	KiwiRail grant of access - 250mm PE water main at Petone	Yes
G59809	KiwiRail grant of access - Stormwater pipe at Petone	Yes
G58432	KiwiRail grant of access - Pipe at Heretaunga	Yes

Contract name/description		Counterparty consent required
<i>Contract Number</i>	<i>Contract Name and type of contract</i>	
G31588	KiwiRail grant of access - Sewer pipes at Silverstream	Yes
G15700	KiwiRail grant of access - Water pipe at Lower Hutt	Yes
G37855	KiwiRail grant of access - 200mm DIA uPVC s/water pipe	Yes

Leases

Contract name/description		Counterparty consent required
<i>Contract Number</i>	<i>Contract Name and type of contract</i>	
	Seaview Wastewater Treatment Plant - Lease to AutoLogistics (dated 23 November 2018)	No – HCC is the Lessor
	Licence to Occupy Liverton Reservoir – Licence to Greater Wellington Regional Council (commencing 1 April 2013)	No – HCC is the Licensor

SCHEDULE 5

CONTRACTUAL ARRANGEMENTS

Commercial Suppliers

Contract number	Supplier	Contract name and type of contract	Counterparty consent required
N/A	PelicanCorp NZ Limited	BeforeUDig Membership Agreement - to only transfer the Water and Waste components of the agreement.	Yes

SCHEDULE 6

CONTRACTUAL ARRANGEMENTS – CAPITAL WORKS CONTRACTS

Part A – Capital Works Contracts (excluding IAF Arrangements)

Contract name/description			
Contract number	Contract name and type of contract	Counterparty consent required	Retention payments due after the Completion Date
NA	Partial novation of the following contract, to the extent related to the Water Projects, with amendments reasonably necessary to give effect to the novation (taking into account the terms of this Agreement and the Transfer Principles): Commercial Delivery Agreement between HCC and NZTA dated 3 April 2025 for delivery of Te Awa Kairangi – Riverlink Project, as varied by: Western Hills Sewer Main – future proof extension (WHSM FP Extension) dated 26 September 2025.	Yes	No

Part B – IAF Arrangements

(i) IAF Funding Agreement

Contract name/description		
Contract name	Documents	
IAF Funding Agreement	Agreement titled “P150 Riverlink - Funding Agreement” dated 11 October 2022 between Kāinga Ora (IAF Head Agreement)	To the extent the rights and obligations (in the case of obligations, insofar as they relate to the period after Completion) of the Council under the IAF Funding Agreement relate to the Water
	Delivery plan titled “P150 Riverlink - Stage 2 Delivery Plan” dated 4 February 2026 between Kāinga Ora	

	and the Council (Stage 2 Delivery Plan)	Projects such rights and obligations shall transfer to the Water Organisation as further detailed in the special conditions set out in section (iii) of Part B of Schedule 6.
	Letter titled “IAF Transfer to NIFF – Hutt City Council” dated 4 June 2025 from Kāinga Ora to HCC terminating Kāinga Ora’s appointment and appointing NIFF to undertake the rights and obligations under the IAF Funding Agreement	
	Letter titled “Approval for City Link Bridge 21.03.2025” dated 22 October 2025 from NIFF confirming Ministerial approval to vary the IAF Funding Agreement	
	Delivery plan titled “P150 RiverLink and Valley Floor Intensification – Delivery Plan Stage 3” dated on or about the date of this Agreement between NIFF and the Council (Stage 3 Delivery Plan)	

(ii) IAF Related Contracts

Contract name/description			
Contract number	Contract name and type of contract	Counterparty consent required	Retention payments due after the Completion Date
000534	McConnell Dowell/Infrastructure Acceleration Fund (IAF) Major Stormwater and Wastewater Upgrade Project - NZS3916: 2013 dated 20 November 2024	Yes	Yes
000625	Tonkin & Taylor/HCC IAF Stage 2 Pre-Implementation dated 7 February 2025	Yes	No
000684	DLA Piper / Assisting with case strategy, reviewing technical reports, and supporting the preparation of application documents through to lodgement, in consultation with Tonkin and Taylor who are preparing the consents.	Yes	No
000703	The Property Group/Acquisition of eight property interests as directed by the Council, under the Public Works Act 1981, for the IAF Stormwater and Wastewater Projects	Yes	No
NA	Partial novation of the following contracts, to the extent related to the Water Projects, with amendments reasonably necessary to give effect to the novation (taking into	Yes	No

	account the terms of this Agreement and the Transfer Principles): Commercial Delivery Agreement between HCC and NZTA dated 3 April 2025 for delivery of Te Awa Kairangi – Riverlink Project, as varied by: • IAF-funded wastewater pipeline from Raroa Rd to WHMS-2 tie in point dated 18 December 2025		
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(iii) Special provisions relating to the IAF Funding Agreement

#	Subject	Description
General		
1.	Transfer of Water Projects	It is intended that the rights and obligations of the Council under the IAF Funding Agreement, together with all associated land, assets and work in progress as at Completion, to the extent such rights and obligations relate to the Water Projects (defined below) and (in the case of obligations) to the extent relating to the period post-Completion, will transfer to the Water Organisation on Completion. To effect the transfer of the Water Projects, the Council and the Water Organisation agree as follows: • the Council transfers all Assets and Assumed Liabilities relating to the Water Projects to the Water Organisation on Completion in accordance with this Agreement; • the Council assigns all of its rights under, benefits of and interests in the IAF Related Contracts to the Water Organisation, and the Water Organisation shall assume the burden of the IAF Related Contracts, on and from Completion (in each case, subject to counterparty consent) in accordance with clauses 11.1 to 11.4 of this Agreement, (the steps under this paragraph and the preceding paragraph being the Transfer); • the Council will remain the contracting party to the IAF Funding Agreement as between the Council and National Infrastructure Funding and Financing Limited (NIFF), and will appoint the Water Organisation as its agent to deliver the Water Projects on the terms of: ○ a tripartite agency agreement between the Council, the Water Organisation and NIFF (Agency Agreement); and

		o a supplementary rider between the Council and the Water Organisation (Supplementary Rider), which shall, unless otherwise agreed between the parties, reflect the principal terms outlined below (the Agency Arrangements); - the Water Organisation will take over responsibility for the Water Projects on and from Completion on the terms of the Agency Arrangements (regardless of whether the long-form agreements have been agreed by Completion); - subject to the provisions of this Schedule 6, pending (a) completion and execution of the Agency Arrangements, and (b) the transfer of (i) the IAF Related Contracts and (ii) the Capital Works Contracts referred to in Part A of this Schedule 6 (Other Capital Works Contracts) to the Water Organisation, the Council will hold the Water Services-related elements of the IAF Funding Agreement, the IAF Related Contracts and the Other Capital Works Contracts to the Water Organisation’s account in accordance with clause 12.4 of this Agreement, and clause 9.2(b) of this Agreement shall apply to the IAF Funding Agreement, the IAF Related Contracts and the Other Capital Works Contracts for the period from the Commencement Date until the Agency Arrangements are executed and the IAF Related Contracts and the Other Capital Works Contracts are transferred, provided that this shall not restrict the Recipient from making amendments to the IAF Funding Agreement, an IAF Related Contract or an Other Capital Works Contract, where those amendments relate solely to the IAF Retained Projects and do not directly or indirectly adversely affect the Delivery Agent’s rights or obligations under the Agency Agreement or the Supplementary Rider (including the amount of IAF funding available to it pursuant to the Agency Agreement)); and - if the Agency Arrangements have not been agreed by Completion, each party commits to act in good faith and use all reasonable endeavours to negotiate, finalise and execute the long-form documents as soon as possible following Completion.				
2.	NIFF consents	The Council will use all reasonable endeavours to obtain any consents, approvals or waivers required from NIFF to give effect to the Transfer and the Agency Arrangements, including any variations required to the IAF Funding Agreement to allow for the Transfer and the Agency Arrangements.				
3.	Water Projects	As of the date of this Agreement, the Water Projects comprise: <table><tr><th>Enabling Infrastructure Project(s)</th><th>Description, per the IAF Funding Agreement (as varied by the Stage 3 Delivery Plan)</th></tr><tr><td>Three Waters Enabling Infrastructure –Stormwater Pipeline</td><td>The project consists of approximately 860m of new 1200mm diameter stormwater pipeline through a gravity interceptor pipe collecting</td></tr></table>	Enabling Infrastructure Project(s)	Description, per the IAF Funding Agreement (as varied by the Stage 3 Delivery Plan)	Three Waters Enabling Infrastructure –Stormwater Pipeline	The project consists of approximately 860m of new 1200mm diameter stormwater pipeline through a gravity interceptor pipe collecting
Enabling Infrastructure Project(s)	Description, per the IAF Funding Agreement (as varied by the Stage 3 Delivery Plan)					
Three Waters Enabling Infrastructure –Stormwater Pipeline	The project consists of approximately 860m of new 1200mm diameter stormwater pipeline through a gravity interceptor pipe collecting					

				flows at High Street and a pumped rising main along Pretoria Street, High Street and Queens Drive. The pipeline is largely constructed in the road through a stop bank to the Hutt River. The works also include the construction of a pump station, an outlet through the new stopbank and associated civil works.	
			Three Waters Enabling Infrastructure – Wastewater Pipeline	The project consists of approximately 1855m of new 375-400mm diameter wastewater pipeline through Pretoria Street with a connection point through the Hutt River through the new Melling Bridge connecting to the Western Hills Trunk Main. The pipeline is largely constructed in the road. The work includes the construction of connection points and manholes. There is also the requirement for a new 100l/s pumpstation along with 2000m3 of emergency storage.	
			Three Waters Enabling Infrastructure – Eastern Hills Reservoir and Pipeline	Water supply requirements for the Valley Floor catchment Involving the development and delivery of a new reservoir and pipeline infrastructure.	
			IAF Funded Enabling Infrastructure Project(s)	Description, per the IAF Funding Agreement (as varied by the Stage 3 Delivery Plan)	

		Three Waters IAF Funded Enabling Infrastructure – Stormwater Pipeline	The project consists of approximately 860m of new 1200mm diameter stormwater pipeline through a gravity interceptor pipe collecting flows at High Street and a pumped rising main along Pretoria Street, High Street and Queens Drive. The pipeline is largely constructed in the road through a stop bank to the Hutt River. The works also include the construction of a pump station, an outlet through the new stopbank and associated civil works.
4.	Retained Projects	The Retained Projects comprise all of the Council’s infrastructure projects under the IAF Funding Agreement which are not Water Projects, including: • the Transport IAF Funded Enabling Infrastructure Project – City Link Bridge (as described in the Stage 3 Delivery Plan); • the Housing Outcomes (as described in item 4 of Part 1 of the IAF Head Agreement); • the Housing Development (as described in Schedule 1 of the IAF Head Agreement); and • the Related Enabling Infrastructure Projects (as described in item 18 of Part 1 of the IAF Head Agreement). For the avoidance of doubt, (a) any Housing Outcome Agreements entered into in connection with the IAF Funding Agreement will be retained by the Council and not transferred to the Water Organisation under this Agreement, and (b) other than those relating to the Water Projects and the WHSM FP Extension, no rights or obligations relating to any other infrastructure project of the Council will transfer to the Water Organisation.	
Agency Arrangements			
IAF Agency Agreement – principal terms			
5.	Parties	Hutt City Council (Recipient), Tiaki Wai Limited (Delivery Agent), and National Infrastructure Funding and Financing Limited (NIFF).	
6.	Purpose	The Recipient appoints the Delivery Agent as its agent in connection with delivery of the Water Projects for the purposes of the IAF Funding Agreement. It will also contain the agreement of the Recipient and NIFF to vary the IAF Funding Agreement to give effect to the Agency Arrangements and the Transfer (unless such variations have been recorded in a separate document agreed between the Recipient and NIFF).	

7.	Term	From Completion of this Agreement until the earlier of: - the date on which the IAF Funding Agreement expires or is otherwise terminated; or - such other date as agreed between the Recipient and the Delivery Agent in writing, unless terminated earlier under the termination provisions.
8.	Scope of appointment	The Delivery Agent is appointed to deliver the Water Projects and provide the Agency Services. The Delivery Agent agrees to deliver the Water Projects and provide the Agency Service in accordance with all applicable laws, the IAF Funding Agreement and the Agency Agreement. When performing its obligations under the Agency Agreement, the Delivery Agent will use the degree of skill, care and diligence required of the Recipient under the IAF Funding Agreement. The Delivery Agent must not do any of the following without the Recipient's prior written approval: - amend or waive the Recipient's rights under the IAF Funding Agreement; - terminate or suspend the IAF Funding Agreement; - initiate legal proceedings against NIFF; - respond to communications from NIFF addressed to the Recipient; or - enter into contracts, agreements or commitments in the name of the Recipient. For the avoidance of doubt: - the Delivery Agent shall have only those duties, obligations and responsibilities expressly contemplated by the Agency Agreement and (in respect of the Recipient only) the Supplementary Rider and this Agreement; - nothing in any document constitutes the Delivery Agent as a trustee or fiduciary of the Recipient, NIFF or any other person; and - subject to the terms of the IAF Funding Agreement, the Agency Agreement, the Supplementary Rider and this Agreement, the Delivery Agent has sole and absolute discretion as to the manner in which it delivers the Water Projects and performs the Agency Services, and, unless expressly contemplated by the terms of the Agency Agreement, the Supplementary Rider and this Agreement, is not required to act on the instruction of the Recipient in so doing, provided that the Delivery Agent must not knowingly act in a manner that would cause the Recipient to breach the IAF Funding Agreement.
9.	Agency Services	The Delivery Agent must deliver the Water Projects in accordance with the IAF Funding Agreement and (unless it is otherwise prohibited from doing so in accordance with another provision of the Agency Agreement) perform the Recipient's obligations under the IAF Funding Agreement insofar as they relate to the Water Projects, including: assuming responsibility for recovering the Developer(s)/Landowner(s) Funding allocated to the Water Projects, as set out in subpart (iv) of

		this Part B, and as amended from time to time by the IAF Funding Agreement or any applicable Delivery Plan, including in accordance with Item 13 of the IAF Head Agreement; • assuming responsibility for committing and applying the Territorial Authority Funding and the Funding Balance (each such term as defined in the IAF Head Agreement) allocated to the Water Projects, as set out in subpart (iv) of this Part B, and as amended from time to time by the IAF Funding Agreement or any applicable Delivery Plan, and performing all obligations relating to Known Co-Funding and Other Funding obligations, in each case from Completion and to the extent relating to the Water Projects, including in accordance with Item 14 of the IAF Head Agreement; • meeting any cost overruns or funding shortfalls required to achieve practical completion of the Water Projects; • procurement activities, including entry into the necessary construction and consultant contracts (in the Delivery Agent's own name) to complete the Water Projects; • preparation and completion of all design and consenting stages of the Water Projects; • obtaining all necessary building and other statutory and regulatory consents for the Water Projects; • effecting and maintaining any required insurance; • providing monthly and quarterly reporting to the Recipient in accordance with the IAF Funding Agreement requirements; • preparing and negotiating Delivery Plans to the extent relevant to the Water Projects (acknowledging any Delivery Plans must be signed by the Recipient and NIFF); and • delivering the Water Projects in accordance with all relevant milestones by the relevant completion date. Funding responsibilities For the purposes of the Agency Services, the parties acknowledge that, as at the date of this Agreement and subject to any amendment to the IAF Funding Agreement or applicable Delivery Plan, the funding sources and allocations relevant to the Water Projects and Retained Projects are set out in subpart (iv) of this Part B. The allocations in subpart (iv) are intended to record the allocation of funding responsibility as between the Recipient and the Delivery Agent, and do not limit the payment request and IAF Funding mechanics set out in this Part B.
10.	Recipient's obligations	The Recipient must: • submit valid payment requests on the Delivery Agent's behalf promptly upon receipt of the necessary supporting information from the Delivery Agent; • provide the Delivery Agent with all information and/or access to information reasonably required to provide the Agency Services; and • take all actions reasonably requested by the Delivery Agent to enable performance of the Agency Services and the submission of payment requests.

11.	IAF Funding	The Delivery Agent may submit claims to the Recipient for Eligible Costs (as defined in the IAF Funding Agreement) incurred in connection with the Water Projects. The Recipient will submit such claims to NIFF and, if paid, pay to the Delivery Agent all IAF funding entitlements received from NIFF. The Recipient's obligation to pay is limited to, and conditional upon, actual receipt of the corresponding IAF funding from NIFF. The Recipient shall not submit any payment request under the IAF Funding Agreement to the extent that such payment request relates to the Water Projects, without the prior consent of the Delivery Agent. The total amount payable to the Delivery Agent will be capped at the maximum IAF funding amount allocated to the Water Projects (expected to be approximately NZ\$69.6 million at Completion). If NIFF suspends, reduces or terminates any of the IAF funding allocated to the Water Projects, the Recipient's corresponding obligation is suspended, reduced or terminated accordingly.
12.	Ownership of Water Assets	The Delivery Agent, as a 100% Council-owned company, is entitled and authorised to own the Water Assets delivered pursuant to the Water Projects. Ownership of the Water Assets will transfer to and vest in the Delivery Agent in accordance with this Agreement.
13.	Termination	The Agency Agreement may be terminated: • by written agreement between the parties; • by the Recipient with immediate effect for material breach or insolvency of the Delivery Agent, or if the Delivery Agent fraudulently misuses or misappropriates IAF Funding. The Agency Agreement will automatically terminate if the IAF Funding Agreement is terminated.
14.	Variation to IAF Funding Agreement	Schedule 2 of the Agency Agreement will contain the necessary variations to the IAF Funding Agreement to give effect to the Transfer and the Agency Arrangements. If the Agency Agreement is not agreed and entered into prior to Completion under this Agreement, the Council will use reasonable endeavours to procure such necessary variations to the IAF Funding Agreement from NIFF prior to Completion.
Supplementary Rider – principal terms		
15.	Parties	Hutt City Council (Recipient) and Tiaki Wai Limited (Delivery Agent). NIFF is not a party to the Supplementary Rider.
16.	Purpose	The Rider supplements the Agency Agreement and sets out additional terms between the Recipient and the Delivery Agent governing the allocation of risks, costs, liabilities and obligations in connection with the IAF Funding Agreement, the Agency Agreement and the Water Projects. To the extent of any conflict, the Agency Agreement prevails between the Recipient and Delivery Agent. To the extent of any conflict between the Agency Agreement or the Supplementary Rider with this Agreement, this Agreement prevails.
17.	Irrevocable appointment	Subject to termination and suspension provisions in the Agency Agreement, the Recipient confirms that the appointment and authority granted to the Delivery Agent is irrevocable and will not be withdrawn,

		revoked or amended without the Delivery Agent's express written consent.
18.	Economic transfer	As between the parties, the Delivery Agent assumes the economic benefit and burden of all relevant rights and obligations under the IAF Funding Agreement (in the case of obligations, only to the extent relating to the period post-Completion) that fall within the Agency Agreement, to the same extent as would apply if those provisions of the IAF Funding Agreement relating to the Water Projects had been novated from the Recipient to the Delivery Agent at Completion.
19.	Relevant Delivery Contracts	The Recipient will procure that each existing Delivery Contract (to the extent relating to a Water Project) (a Relevant Delivery Contract) is novated from the Recipient to the Delivery Agent in accordance with the terms of this Agreement. The Delivery Agent will enter into all future Relevant Delivery Contracts in its own name (and use those contracts to carry out its obligations as agent of the Recipient). Pending novation, the Delivery Agent will perform and discharge on behalf of the Recipient all obligations of the Recipient under that Relevant Delivery Contract and is authorised to exercise and enforce on behalf of the Recipient all rights of the Recipient under each Relevant Delivery Contract, to the extent those obligations relate to a Water Project and only to the extent necessary to perform the Delivery Agent's obligations under the Agency Agreement. The Recipient will hold the Relevant Delivery Contracts to the Delivery Agent's account in accordance with clause 12.4 of this Agreement, and clause 9.2(b) of this Agreement shall apply to the Relevant Delivery Contracts for the period from the Commencement Date (as defined in this Agreement) until the Relevant Delivery Contracts are novated, provided that this shall not restrict the Recipient from making amendments to a Relevant Delivery Contract, where those amendments relate solely to the IAF Retained Projects and do not directly or indirectly adversely affect the Delivery Agent's rights or obligations under the Agency Agreement or the Supplementary Rider (including the amount of IAF funding available to it pursuant to the Agency Agreement)).
20.	Obligations	The Recipient must: • provide the Delivery Agent with a copy of the IAF Funding Agreement and all associated documents (including, without limitation, all Relevant Delivery Contracts and resource consent applications in the name of the Recipient); • promptly pass on communications, notices or correspondence received in relation to the IAF Funding Agreement; • provide all information and co-operation reasonably requested by the Delivery Agent; • not amend, vary or terminate the IAF Funding Agreement without the prior written consent of the Delivery Agent (unless, in the case of an amendment or variation, such amendment or variation relates solely to the IAF Retained Projects and does not directly or indirectly adversely affect the Delivery Agent's rights or obligations under the

		Agency Agreement or the Supplementary Rider (including the amount of IAF funding available to it pursuant to the Agency Agreement)); - not agree or enter into any Delivery Plan in connection with the IAF Funding Agreement without the prior written consent of the Delivery Agent (unless such Delivery Plan relates solely to the IAF Retained Projects and does not directly or indirectly adversely affect the Delivery Agent's rights or obligations under the Agency Agreement or the Supplementary Rider (including the amount of IAF funding available to it pursuant to the Agency Agreement)); and - not take any action that would prevent or hinder the Delivery Agent from performing its obligations. The Delivery Agent and the Recipient must, each on a no-surprises basis, keep one another reasonably informed of the progress of the Water Projects, the Retained Projects, and any matters of which the Delivery Agent or the Recipient should reasonably be made aware, taking into account their reliance on the funding to be provided by NIFF under the IAF Funding Agreement and, in the case of the Recipient, its position as the contracting party to the IAF Funding Agreement.
21.	As-is, where-is transfer	Subject to the terms of the Supplementary Rider and this Agreement, all benefits, rights, risks, liabilities and obligations under the IAF Funding Agreement and each Relevant Delivery Contract (to the extent they relate to the Water Projects and (in the case of the Recipient's liabilities and obligations) only insofar as they relate to the period after Completion) pass through to the Delivery Agent on an 'as-is, where-is' basis. Except where expressly stated in the Supplementary Rider or this Agreement, the Recipient gives no warranties or representations about the benefits, rights, risks, liabilities or obligations under the IAF Funding Agreement or any Relevant Delivery Contract.
22.	Risk allocation	The Delivery Agent is responsible for the risk of any delays, failures or cost overruns in delivering the Water Projects, except to the extent caused or contributed to by the Recipient's negligence or breach of the IAF Funding Agreement, the Agency Agreement, the Supplementary Rider or this Agreement. The Recipient will be responsible for, and will pay the Delivery Agent to the extent necessary to cover, any Eligible Costs (as defined in the IAF Funding Agreement) incurred by the Delivery Agent in performing its obligations as Delivery Agent, to the extent that those Eligible Costs cannot be claimed under the IAF Funding Agreement but would have been able to be claimed under the IAF Funding Agreement but for the Recipient's breach of the IAF Funding Agreement or a Relevant Delivery Contract (in each case, provided that breach is not caused or contributed to by the Delivery Agent) or the Recipient's breach of the Agency Agreement, the Supplementary Rider or this Agreement. The Recipient's liability under this clause is subject to, and conditional upon, the Delivery Agent having first used commercially reasonable endeavours to mitigate the relevant loss. The Delivery Agent will give a reciprocal commitment to the Recipient in respect of any Eligible Costs relating to IAF-funded Retained Projects to

		the extent that the Recipient is unable to claim them under the IAF Funding Agreement but would have been able to claim them but for the Delivery Agent's breach of the Agency Agreement, the Supplementary Rider or this Agreement (in each case, provided that breach is not caused or contributed to by the Recipient). The Delivery Agent's liability under this clause is subject to, and conditional upon, the Recipient having first used commercially reasonable endeavours to mitigate the relevant loss.
23.	Liability	The Delivery Agent will be responsible for, and will pay the Recipient to the extent necessary to cover, any legal costs and liabilities arising under or in connection with the IAF Funding Agreement and/or each Relevant Delivery Contract (in each case, to the extent such costs and liabilities arise after Completion under this Agreement), but only to the extent that those costs and liabilities: • directly relate to the Water Projects or the Agency Services; and • are not ordinary internal administrative costs of the Recipient under the IAF Funding Agreement; and • are not caused or contributed to by (1) the Recipient's gross negligence or (2) the Recipient's breach of the Agency Agreement, the Supplementary Rider or this Agreement, or (3) the Recipient's breach of the IAF Funding Agreement or a Relevant Delivery Contract, other than a breach that could have been avoided but for the Delivery Agent's breach of the Agency Agreement, the Supplementary Rider or this Agreement, provided that, where the Delivery Agent and the Recipient each incurs legal costs and liabilities in preparing, negotiating or approving any amendment or variation to the IAF Funding Agreement, or any delivery plan entered into in connection with the IAF Funding Agreement, in each case, that relates to both Water Projects and Retained Projects, each of the Delivery Agent and the Recipient shall meet its own costs and liabilities. For the avoidance of doubt, this section 23 does not apply to Eligible Costs.
24.	Management of Pass-Through Claims	The Supplementary Rider will contain a framework for dealing with claims or proceedings brought by or against a counterparty where the claim relates wholly or partly to the Water Projects (Pass-Through Claims). Such framework will include the following obligations: • early consultation between the parties before initiating or responding to any Pass-through Claim; • as a general principle, Pass-Through Claims relating to the IAF Funding Agreement would be controlled by the Recipient and Pass-Through Claims relating to novated Relevant Delivery Contracts would be controlled by the Delivery Agent; • the party with control of a claim will cooperate and consult with the other party; and • the party with control of a claim may pursue, abandon, defend or settle the Pass-through Claim in whatever manner it chooses, subject to it using reasonable endeavours to pursue or defend the other party's interests, taking into account its consultations with the other

		party, but only to the extent this can reasonably be done without prejudice to the interests of the party with control of the relevant claim.
25.	Governance	The parties acknowledge that both the Recipient and the Delivery Agent will be represented on the Project Management Board in respect of the Water Projects (or any successor or replacement governance body) (PMB) (in the case of the Recipient, being the PMB for the Stormwater Pipeline and Wastewater Pipeline Water Projects only). The parties will use all reasonable endeavours, as soon as reasonably practicable following Completion, to revise the terms of reference for the relevant PMB to reflect the membership and participation of both parties in respect of the relevant Water Projects. Notwithstanding whether the terms of reference for the PMB have been updated, the Recipient is entitled at all times to appoint at least one representative to the PMB for the Stormwater Pipeline and Wastewater Pipeline Water Projects. That representative is entitled to full membership of, and participation rights on, the PMB in relation to all matters concerning the Stormwater Pipeline and Wastewater Pipeline Water Projects Water Projects.
26.	Termination	The Supplementary Rider terminates automatically and immediately upon termination or expiry of the Agency Agreement, without prejudice to accrued rights.

(iv) Sources of Funding

	Source of Funding	Referred to in this Agreement as	Who bears the ultimate cost	Amount	Cross reference	Funding responsibility transferred to Tiaki Wai
1	Territorial Authority (not recovered from the Developer(s) and/or Landowner(s))	Territorial Authority Funding	The Recipient	s7(2)(b)(ii) plus GST (if any) as at the date of this Agreement	Refer to Item 14	s7(2)(b)(ii) for Water Projects, is Tiaki Wai responsibility s7(2)(b)(ii) remains HCC responsibility for City Link Bridge
2	Territorial Authority (to be recovered from Developer(s) and/or Landowners(s) via development contributions or an agreed development agreement or financial contributions) (if any)	Developer(s)/ Landowner(s) Funding	The Developer(s) and/or Landowner(s)	s7(2)(b)(ii) plus GST (if any) as at the date of this Agreement	Refer to Item 13	100% (all Development and/or Landowner contributions to be collected by Tiaki Wai for use on Water Projects only) HCC will not collect development contributions for the City Link Bridge.
3	Other targeted central Government funding sources (including Waka Kotahi, CIP and DIA Three Waters)	Other Funding	N/A	plus GST (if any) as at the date of this Agreement	Refer to Item 15	
4	NIFFCo (paid as IAF Funding)	IAF Funding	The New Zealand Government	A maximum amount of s7(2)(b)(ii) plus GST (if any)	As further described in Item 10	s7(2)(b)(ii) transferred to Tiaki Wai, less any funding already claimed for WIP s7(2)(b)(ii) by HCC to July 1 2026. s7(2)(b)(ii) funding retained by HCC

SCHEDULE 7

WATER SERVICES DEVELOPMENT AGREEMENTS

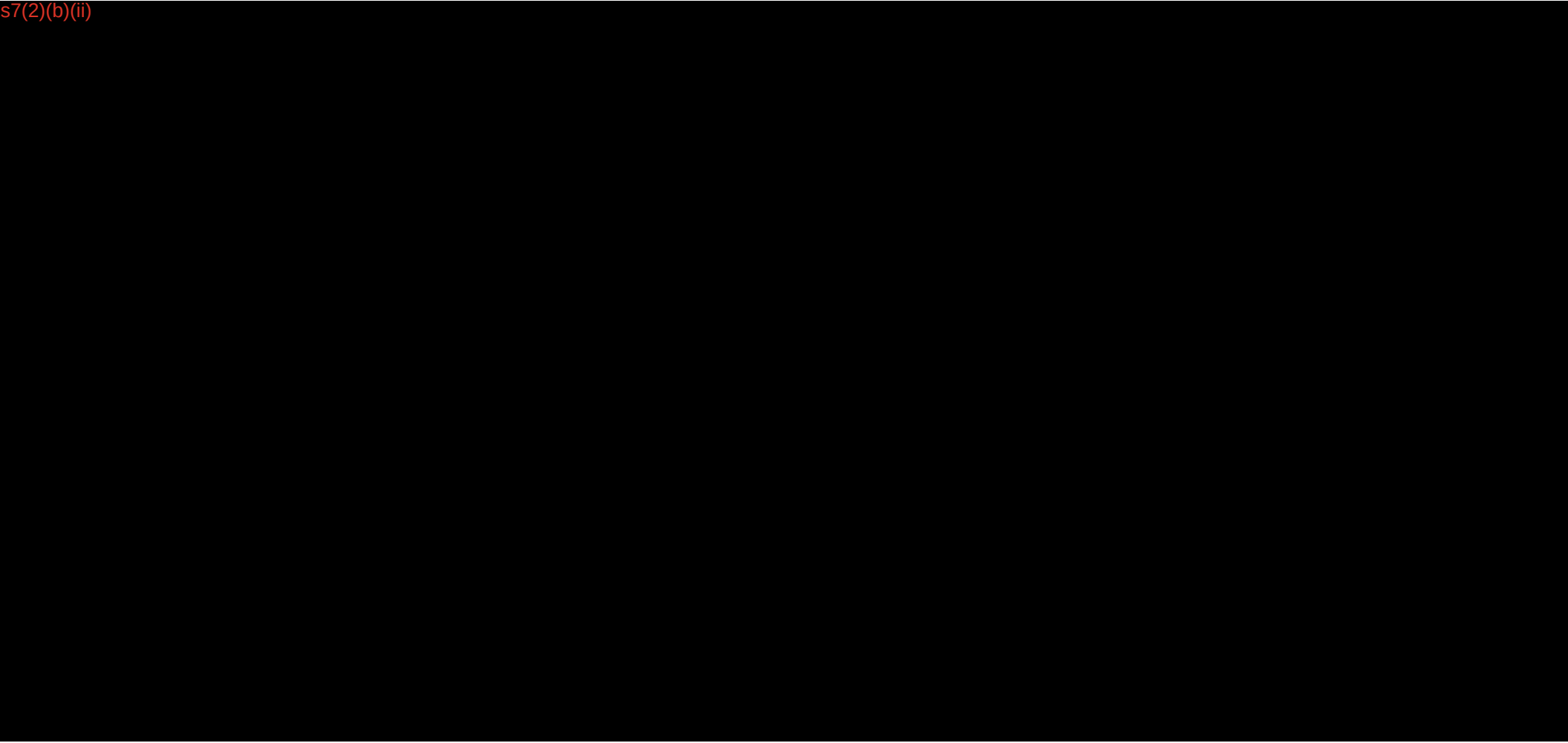
There are no development agreements relating to the delivery of Water Services to which the Council is a party as at the date of this Agreement and which will transfer to the Water Organisation at Completion.

SCHEDULE 8

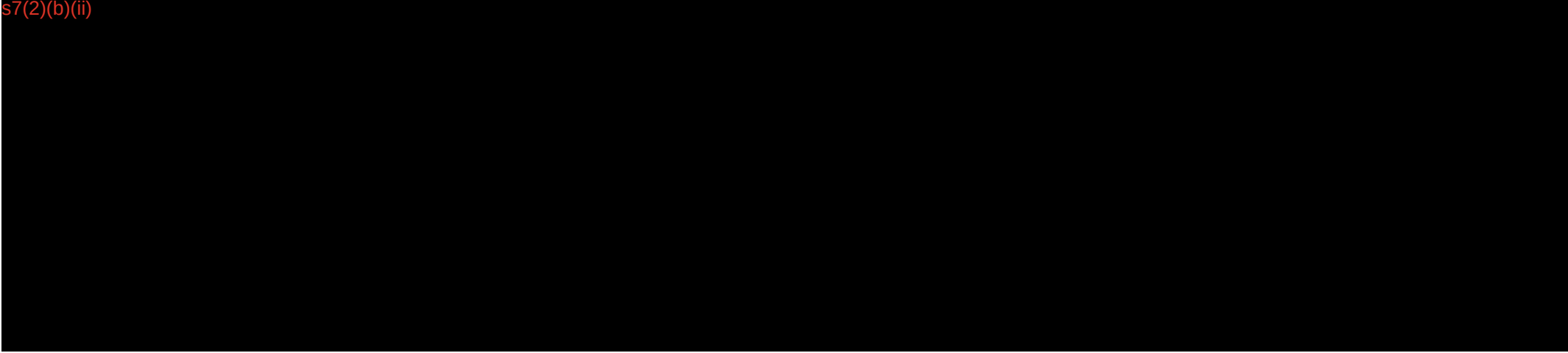
TRANSFERRING WATER DEBT, AND SWAPS

HCC PART A – TRANSFERRING WATER DEBT

s7(2)(b)(ii)



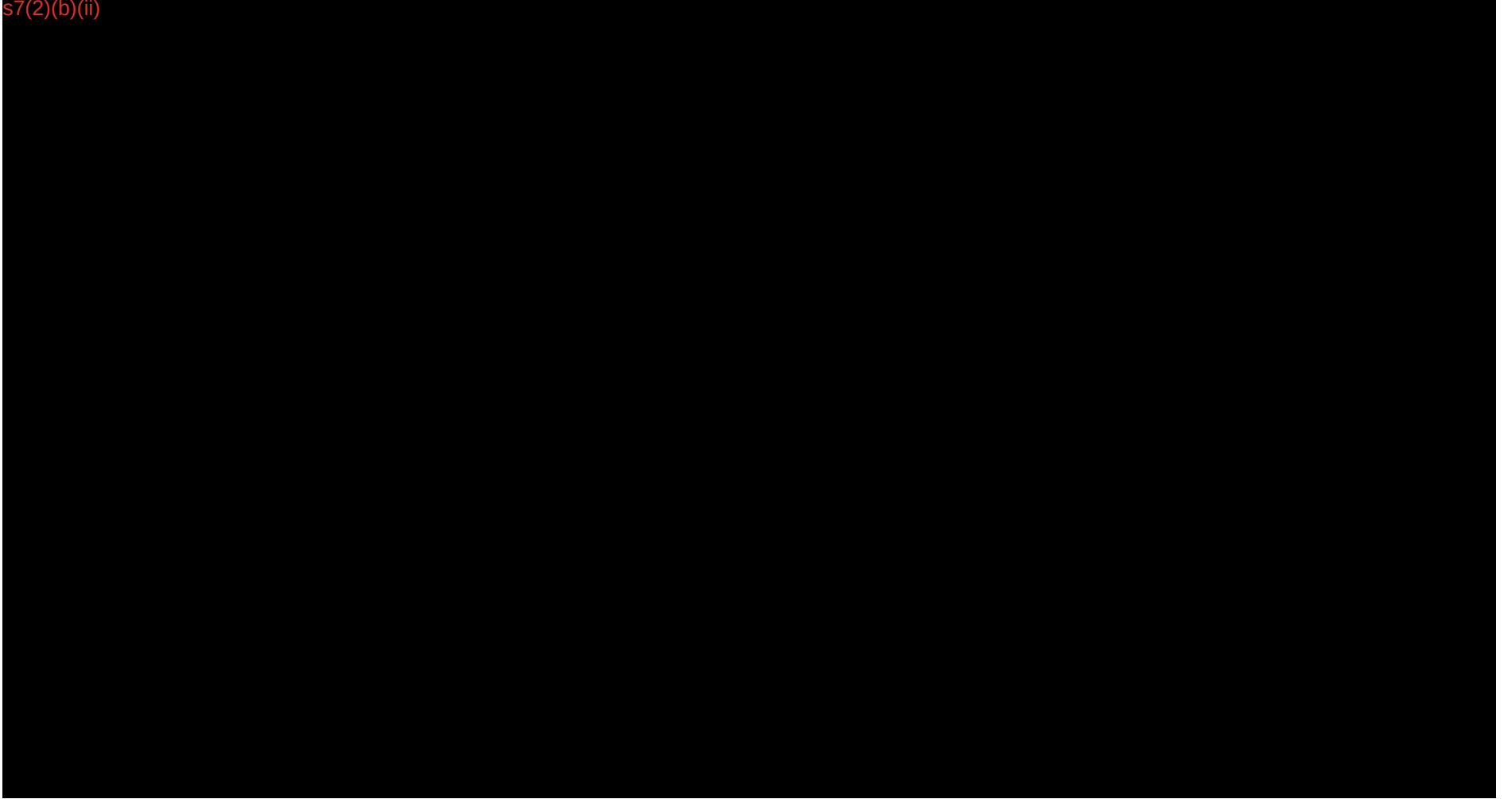
s7(2)(b)(ii)



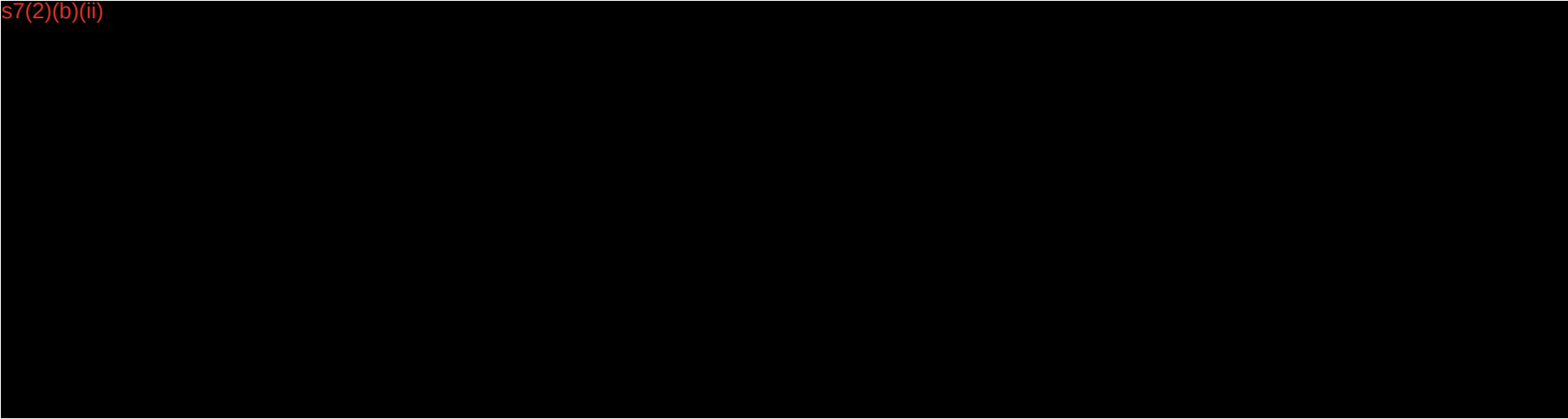
HCC PART B – SWAPS

This schedule sets out all of the swaps entered into by the Council as at the date of the Transfer Agreement.

s7(2)(b)(ii)



s7(2)(b)(ii)



SCHEDULE 9

LEASED EQUIPMENT

There is no plant and equipment used for the delivery of Water Services which is held by the Council on lease, hire purchase or conditional sale agreement as at the date of this Agreement that will transfer to the Water Organisation at Completion.

SCHEDULE 10**OWNED PLANT AND EQUIPMENT**

Asset ID	Asset Type	Description/Model	Serial Number or Registration Number for vehicles	Address / area
N/A	Pump (for smoke testing) and associated piping	CARBA-TEC PM-230M	15CTB-021-09-11	19A Meachen Street
N/A	Petrol Generator 240V	Brand: Honda	N/A	19A Meachen Street
N/A	Petrol Generator 750W	Brand: Diesel	51901903	19A Meachen Street
N/A	Portable Metal Detector	QP-2301	CN287	19A Meachen Street
N/A	SCA Auto (Pipe) Inspection Camera	KC-360B	N/A	19A Meachen Street
N/A	Clean water submersible pump 15,500 l/hr	PCW-550	N/A	19A Meachen Street
N/A	Clean water submersible pump 15,500 l/hr	PCW-550	N/A	19A Meachen Street

Work in Progress

The below items relate to work in progress projects that Wellington Water is carrying out on behalf of the Council. Once the relevant projects are completed, the plant and equipment developed or upgraded as part of such projects will vest in the Water Organisation.

Project	Project code
Network Upgrades SW Growth	C00156
Network Upgrades SW	C00157
Stormwater consenting project	C00160
Stormwater Network Modelling	C00161
Network Renewals SW	C00162
Pump Station Reactive Renewals SW	C00163
Stormwater Valley Floor Infrastructure Growth	C00368
Network Upgrades WW Growth	C00125
Network Upgrades WW	C00126
Wastewater Modelling	C00131
Network Renewals WW	C00132
Pump Station Upgrades WW	C00133

Project	Project code
Trunk Non-DBO Minor Works	C00136
Network Renewals WW Growth	C00138
Trunk DBO JV asset replacement and Capacity upgrade	C00140.WWC
Trunk DBO JV asset replacement and Capacity upgrade	C00140.WWH
Trunk Type B Asset Development	C00141.WWH
Trunk DBO Network Cyclic Replacement WW Growth	C00143.WWH
Trunk DBO Network Cyclic Replacement	C00145.WWH
Trunk Main Outfall Pipeline Overflow Mitigation WW Growth	C00146
Trunk Network Improvement Plan	C00147
Trunk Main Outfall Pipeline Overflow Mitigation	C00148.WWC
Trunk Resource Consent Renewals	C00149.WWH
Trunk Type A Asset Development	C00150.WWC
Trunk Type A Asset Development	C00150.WWH
Network Renewals (WW)	C00151
Wastewater Valley Floor Infrastructure Growth	C00416

Project	Project code
Wastewater Storage JV Project	C00480
Joint Venture trunk reticulation DBO network cyclic replmnt	C00482
Seaview WWTP JV sludge Handling Renewal and Capacity Upgrade	C00484
Joint Venture Trunk Reticulation DBO network Cyclic Replmnt	C00485
Network Renewals Water Supply	C00107
Critical Pipelines Seismic Upgrade	C00108
Distribution Pipe Model Development	C00110
Reactive Network Renewals WS	C00111
Network Upgrades WS Growth	C00112
Network Upgrade WS	C00113
Reactive Pump Station Renewals	C00114
Reactive Reservoir Renewals	C00116
Reservoir Upgrades WS Growth	C00117
Reservoir Upgrades WS	C00118
Water Resilience	C00121

Project	Project code
Network Renewals WS	C00122

A copy of each of these files was shared in the 'HCC asset lists from WWL data' folder for the Council in the Wellington Water SharePoint on or prior to 14 June 2026:

- 10A HCC Drinking Water Above Ground
- 10B HCC Drinking Water Below Ground
- 10C HCC Stormwater Above Ground
- 10D HCC Stormwater Below Ground
- 10E HCC Wastewater Above Ground
- 10F HCC Wastewater Below Ground
- 10G HCC WWTP Inventory
- 10H HCC Joint Venture Below Ground

SCHEDULE 11

CONSENTS

PART A – INCLUDED RESOURCE CONSENTS AND OTHER CONSENTS:

Resource consents issued by the Council

Consent ID	Description	Consent type	Iwi arrangements/requirements arising from consents or approvals
RM140340	45 Laings Road HUTT CENTRAL 5010 - Installation of telemetry antenna (dish) on an existing mast on the Lower Hutt Pavilion. Resource consent required as it a new telecommunications structure with height exceeding 3m.	Land use consent	N.A
RM150124	80 The Esplanade PETONE 5012 - Upgrade of underground utility in Special Recreation Activity Area	Land use consent	N.A
RM160065	Near 120 N Sweetacres Drive BELMONT 5010 - Reservoir replacement	Land use consent	N.A
RM170117	11 Korokoro Road KOROKORO 5012 - Realignment of council sewer pipe within SCR7, SNR25 & SNR26 that breaches earthworks requirements in regards to utilities	Land use consent	N.A
RM170314	23 Cornish Street KOROKORO 5012 - Land Use Consent - Proposal to establish, operate and maintain two community water stations as facilities for the supply of drinking water after an emergency event.	Land use consent	N.A
RM180051	Near 9 N Cheviot Road LOWRY BAY 5013 - Marginal non-compliance associated with separation distance of a utility to a stream.	Marginal Non-compliance	N.A
RM190257	7 Port Road SEAVIEW 5010 - Replacement water main	Land use consent	N.A
RM210185	4 Grierson Street NAENAE 5011 - Earthworks for network utility - waste water renewals	Land use consent	N.A

Consent ID	Description	Consent type	Iwi arrangements/requirements arising from consents or approvals
RM210198	1 Hutt River HUTT CENTRAL 5010 - Earthworks for the installation of Main Sewer Connection and disturbance of contaminated land	Land use consent	N.A
RM210451	32 Golf Road MANOR PARK 5019 - water supply pipeline, pipe bridge and related earthworks	Land use consent	N.A
RM210467	All Road 1 Hutt City Roads HUTT CENTRAL 5010 - Earthworks and disturbance of contaminated land under NESCS	Land use consent	N.A
RM220247	8 The Esplanade PETONE 5012 - Earthworks associated with a network utility outside of the road reserve	Land use consent	N.A
RM230096	50 Parkside Road GRACEFIELD 5010 - Like for like replacement and repair of existing wastewater assets in the Gracefield catchment on behalf of Wellington Water Limited.	Land use consent	N.A
RM240094	37 Summit Road FAIRFIELD 5011 - boundary adjustment of Lots 35 DP 31233 and Lot 14 DP 59678 to enable the construction of a water reservoir	Subdivision	N.A
RM240323	Near 20 N Dunn Street WAINUIOMATA 5014 - Earthworks for the upgrade of a network utility structure (wastewater pipe).	Land use consent	N.A
RM250237	17 Wareham Place SEAVIEW 5010 - Resource Consent to construct new sludge dryer facility alongside the existing Wastewater Treatment Plant (WWTP)	Land use consent	N.A
RM260039	17 Wareham Place SEAVIEW 5010 - Earthworks for future site development at Wastewater Treatment Plant (WWTP) including earthworks under the NESCS for contaminated soil	Land use consent	N.A

Resource consents issued to Council by Greater Wellington Regional Council

Consent ID	Description	Consent type	Iwi arrangements/requirements arising from consents or approvals
WGN120142 [33407]	To temporarily discharge treated wastewater to the coastal marine area, and onto land where it may enter streams or the	Coastal and Discharge permit	N.A

Consent ID	Description	Consent type	Iwi arrangements/requirements arising from consents or approvals
	coastal marine area from: • Planned repairs Unplanned repairs Leaks associated with temporary repairs, and Minor leaks in relation to the main outfall pipeline from Seaview Wastewater Treatment Plant to Pencarrow Head.		
WGN930194	Perfection of a deemed coastal permit under sections 384 and 127 of the Resource Management Act 1991, to occupy the foreshore and seabed of the coastal marine area for the purposes of continued use of the existing sewage pipeline and outfall structure.	Coastal Permit	N.A
WGN050359 [39668]	To discharge secondary treated and disinfected wastewater to the coastal marine area	Coastal Permit	N.A
WGN120142 [31740]	Allows the construction of a temporary channel on the foreshore to direct treated wastewater discharged from the scour valves on the main outfall pipeline into the sea to allow pipeline repair to be undertaken.	Coastal Permit	N.A
WGN120142 [31524]	Discharge treated wastewater to the coastal marine area	Coastal Permit	N.A
WGN30100 [33837]	Discharge contaminated wastewater to the coastal marine area	Coastal Permit	N.A
WGN990084 [2]	Discharge of contaminants to air from operations at Wainuiomata Wastewater TP	Discharge Permit	N.A
WGN090321 [32526]	To Location Legal description of land Conditions Expires: 12 April 2025 discharge untreated wastewater from the wastewater overflow structure at Hinemoa Street, Lower Hutt to the Waiwhetu Stream during and/or immediately after heavy rain events when the quantity of wastewater arriving at the Whites Line East Pump Station exceeds the pumping capacity of the pump station and its storage capacity is reached.	Discharge permit	N.A

Consent ID	Description	Consent type	Iwi arrangements/requirements arising from consents or approvals
WGN010101 [20893]	To discharge sewage overflows from the Wellington Road pump station to the Black Stream during extreme wet weather events	Discharge permit	N.A
WGN110494 [31241]	Wainuiomata Pump Station storm tank discharge to Wainuiomata River	Discharge permit	N.A
WGN930193 [1]	Discharge of contaminants to air, from the outfall venting structures and vents	Discharge permit	N.A
WGN930193 [2]	The coastal permit allows the Seaview WWTP to continuously discharge contaminants to the air from the sewage outfall structure and the sewage effluent	Discharge permit	N.A
WGN960002 [2374]	Silverstream Tank WW Overflows	Discharge permit	N.A
WGN960002 [2]	Barber Grove Pump Station Overflow	Discharge permit	N.A
WGN090321 [32525]	Malone Road ww discharges to Waiwhetu Stream	Discharge permit	N.A
WGN950162 [1]	Discharge contaminants to the air from operation. The plant can discharge up to 7m ³ /s of combustion products and up to 53m ³ /s of air from the facility	Discharge permit	N.A
WGN010101 [20892]	Maintain a wastewater pipeline at Black Stream	Discharge permit	N.A
WGN120142 31523	Discharge treated wastewater to Waiwhetu Stream	Discharge permit	N.A
WGN110143 [30757]	To place, use and maintain a single cell culvert, gabion baskets, rock rip-rap, reno mattresses, stormwater and sewer outlets in the bed of the Parkway Drain at Fitzherbert Road, including the associated stream realignment works, temporary diversion of stream flow, and the associated disturbance of and deposition of material onto the bed of the stream, during construction.	Land use consent	N.A

Consent ID	Description	Consent type	Iwi arrangements/requirements arising from consents or approvals
WGN040285 [23537]	To install pump station inlet and outlet structures within the bed of Opahu Stream	Land use consent	N.A
WGN050109 [24033]	To construct, use and maintain a sewer main beneath the bed of the Wainuiomata River, and to undertake any associated disturbance of that riverbed.	Land use consent	N.A
WGN120153 [31552]	Construction of a bore to the Hutt Artesian Aquifer for the purposes of emergency water supply and general public drinking supply	Land use consent	N.A
WGN120153 [31553]	To take and use groundwater from Bore BQ32/0024 located in the Lower Hutt Groundwater Zone for untreated public water and emergency supply	Water permit	N.A
WGN160130 [33800]	Land use consent to undertake works in the bed of an unnamed stream in Lowry Bay, Lower Hutt, to upgrade an existing inlet structure comprising of the addition of a pipe and extension of the existing wing wall including any associated diversion of water within the bed of that stream during the works period and any disturbance, discharge, and deposition of material onto the bed of that stream during construction.	Land use consent	
WGN160130 [33801]	Water permit to divert the flood flows of an unnamed stream through a pipe into the stormwater system including maintenance of the stream bed and culverts to ensure that the diversion of flood flows does not cause the streams mean annual low flow to fall below 90%.	Water permit	
WGN090243 [27458]	To take and use groundwater from an existing bore (R27/7354) located in the Lower Hutt Groundwater Zone for untreated public water supply.	Water permit	N.A
WGN97021514 [3535]	To construct pipeline between reservoir and Korokoro Stream		N.A
WGN100246 [30437]	To place, use and maintain a water pipeline under the bed of the Awamutu Stream, including any associated disturbance of,		N.A

Consent ID	Description	Consent type	Iwi arrangements/requirements arising from consents or approvals
	deposition onto the bed, and temporary diversion of water during construction.		
WGN100249 [30443]	To place, use and maintain a water pipeline over the bed of and a reno mattress in the bed of Black Creek including any associated disturbance of and deposition onto the bed and temporary diversion of water during construction		N.A
WGN000089 [20240]	Replacement of a stormwater pipe through stopbank		
WGN000094 [20258]	Replacement stormwater inlet and pipe		
WGN000094 [20262]	Gabion basket around a stormwater outlet to act as an energy dissipation structure.		
WGN010123 [20943]	To divert excess stormwater from a stream on Hair Street in Wainuiomata to the Wainuiomata River		
WGN020037 [21493]	To place a stormwater discharge outlet structure in the bed of a stream.		
WGN020098 [21732]	To divert water from Stokes Valley Stream and one its unnamed tributaries to the public stormwater system during high flows.		
WGN030042 [22259]	Land use consent to place and maintain a stormwater outlet structure on the true right-hand bank of an unnamed concrete lined watercourse.		
WGN030154 [22576]	To upsize the existing storm water outlet on an unnamed stream, and to undertake associated disturbance of that streambed.		
WGN040285 [23538]	diverting water for flood protection purposes through a pump station.		
WGN050129 [20473]	To construct a new stormwater outfall in the Black Stream.		
WGN050223 [24318]	To divert the full flow of a an intermittently flowing stream to divert the flow into the stormwater system.		

Consent ID	Description	Consent type	Iwi arrangements/requirements arising from consents or approvals
WGN050244 [24350]	Constructing a stormwater outlet in the CMA.		
WGN060084 [24822]	To place, use and maintain a stormwater outlet structure and bank protection in the bed of an unnamed tributary of Black Creek and to undertake the associated disturbance of the bed of that watercourse.		
WGN070053 [25541]	To place and use a stormwater outfall and associated erosion protection works in the bed of the Waiwhetu Stream and to undertake the associated disturbance of the stream bed.		
WGN070167 [25815]	To place a stormwater outlet and erosion and scour protection structures in the bed of a tributary of the Waiwhetu Stream.		
WGN100096 [26558]	To divert stormwater (overland flows running across the site) associated with the construction of new drainage channels into intermittently flowing unnamed tributaries of Black Creek.		
WGN100235 [30422]	To upgrade, use and maintain a stormwater outfall in the bed of the Waiwhetu Stream, including any associated disturbance of and deposition of material onto the bed of the stream during construction.		
WGN120141 [31521]	Consent to place, use and maintain a stormwater outfall structure in the bed of the Te Mome Stream, including any associated temporary diversion, disturbance of and deposition onto the bed of the stream during construction.		
WGN930034(01) [3484]	The renewal of an existing stormwater pipe outlet		
WGN010123 [20960]	An outfall from the stormwater system. The water drops across a large concrete apron a vertical height of 2.9 metres and passes across some concrete dissipater.		
WGN020117 [21793]	To regrade a section of unnamed Stream and to replace a length of concrete u bend channel.		

Consent ID	Description	Consent type	Iwi arrangements/requirements arising from consents or approvals
WGN080219 [26558]	To replace two existing stormwater outlets in the Coastal Marine Area		
WGN130076 [31946]	To undertake works to partially divert stream flows of the Stokes Valley Stream during high rainfall including any associated disturbance of and deposition of material onto the bed of that stream during works		
WGN130104 [31999]	Land use consent to re-contour the Awamutu Stream bed and banks to improve flood flows, including the construction of retaining walls and any associated disturbance of the bed and banks, temporary diversion of stream flow during its removal and discharge consent to discharge clean water back into the stream		
WGN150260 [33499]	To place, use and maintain a pipe under the beds of the Waiwhetu and Awamutu Streams, and any associated disturbance of, deposition onto the bed, and temporary diversion of water during construction.		
WGN030215 [22749]	Diversion of flows during flood events		
WGN050360 [24543]	To divert the flow of the Wainuiomata Stream during flood events via an overflow channel.		
WGN050360 [24544]	To place, use and maintain rock rip-rap in the bed of the Wainuiomata Stream and undertake the associated disturbance of the stream bed for erosion protection at the entry and exit points of an overflow channel.		
WGN060244 [25134]	Divert the flow of an unnamed stream Lowry Bay to a new larger capacity channel to alleviate flooding problems		
WGN080219 [26648]	To divert water from an unnamed stream during flood flow conditions.		
WGN020116 [22431]	Land use consent to install timber bank protection structures and to carry out associated disturbance of the bed of Awamutu		

Consent ID	Description	Consent type	Iwi arrangements/requirements arising from consents or approvals
	Stream, and to reclaim the old section of the channel for the purpose of improving stream flow and maintenance.		
WGN100205 [30344]	To place, use and maintain a stormwater outlet in the bed of Collins Creek and associated disturbance of and deposition on the stream bed.		
WGN130330 [32408]	To reclaim an 80 m section of an unnamed tributary of the Hutt River in association with the placement of a stormwater pipe and associated structures.		
WGN020025 [21456]	Land use consent to place, use and maintain a pipe crossing of Edmonds Stream, and to undertake associated disturbance of that streambed		
WGN110143 [30771]	To place, use and maintain a water main, scour outlet and reno mattress and gabion baskets under and in the bed of the Parkway Drain and Konini Drain at Rata Street, including any associated disturbance of and deposition of material onto the bed of the stream, during construction.	Land use consent	
WGN110143 [30773]	To place use and maintain a temporary pedestrian crossing over the bed of the Parkway Drain at Fitzherbert Road, including the associated temporary diversion of stream flow, and disturbance of and deposition of material onto the bed of the stream, during construction.	Land use consent	
WGN110143 [30774]	To temporarily divert the full flow of the Parkway Drain at Rata Street, associated with the works required to install the bulk water main under the bed of that stream.	Water permit	
WGN060051 [24735]	To discharge stormwater from an area of earthworks greater than 0.3 hectares in area, associated with the widening of Black Creek, Parkway Drain and Konini Drain.		
WGN060051 [24772]	To widen the bed of Black Creek, Parkway Drain and Konini Drain and install associated structures including rock rip-rap and replacement stormwater outlets and bridges.		

PART B – EXCLUDED RESOURCE CONSENTS:

Not applicable.

Resource consents issued by the Council

Consent number	Consent ID	Consent Type	Issuing Authority	Activity
RM240298		Land use consent	HCC	Installation of pressure control valve in Road Reserve

Resource consents issued by Greater Wellington Regional Council

Consent number	Consent ID	Consent Type	Issuing Authority	Activity
WGN240041	39148	Discharge permit	GWRC	To discharge operational stormwater from the redeveloped Naenae Pool complex into the local stormwater network and ultimately the Waiwhetu Stream
WGN110143	30758	Discharge permit	GWRC	To discharge treated sediment laden water to land where it will enter the Parkway Drain and Konini Drain.
WGN960002	3	Discharge permit	GWRC	Mary Huse Pump station discharge to Hutt River
WGN960002	4	Discharge permit	GWRC	Western Hills main sewer scour No.4 discharge to Hutt River
WGN960002	5	Discharge permit	GWRC	Pinehaven River Scour discharge to Huia Creek
WGN960002	6	Discharge permit	GWRC	Awamutu Grove discharge to Awamutu Stream
WGN960002	7	Discharge permit	GWRC	Hinemoa Street discharge to Waiwhetu Stream
WGN960002	8	Discharge permit	GWRC	Malone Road Pump Station discharge to Waiwhetu Stream

Consent number	Consent ID	Consent Type	Issuing Authority	Activity
WGN110143	30772	Land use consent	GWRC	To demolish an existing twin cell culvert at Fitzherbert Road, including the associated temporary diversion of stream flow, and disturbance of and deposition of material onto the bed of the stream, during construction.
WGN110143	30756	Land use consent	GWRC	To place, use and maintain a footbridge, gabion baskets and reno mattress over and in the bed of the Parkway Drain at Rata Street, including the associated disturbance of and deposition of material onto the bed of the stream, during construction.
WGN050351	24516		GWRC	Install an emergency stormwater discharge outlet for Tama Street Stormwater Pumping Station in the bed of the Hutt River, near top of rip rap wall.
WGN120144	31534		GWRC	To place, use and maintain an emergency stormwater outfall in the bed of the Hutt River, including any disturbance of, or deposition of material onto the bed of that river during construction.
WGN120202	31624		GWRC	To place, use and maintain two stormwater outfall structures in the bed of the Hutt River, including a disturbance of, or deposition of material onto, the bed of that river during construction.
WGN120144	31534		GWRC	To place, use and maintain an emergency stormwater outfall in the bed of the Hutt River, including any disturbance of, or deposition of material onto the bed of that river during construction.
WGN120202	31624		GWRC	To place, use and maintain two stormwater outfall structures in the bed of the Hutt River, including a disturbance of, or deposition of material onto, the bed of that river during construction.
WGN020234	22094		GWRC	Installation of rock rip rap to prevent further erosion of the banks and associated undermining of the bridge abutment.
WGN030046	22284		GWRC	To place rock rip rap in the bed of the Hutt River around piers one and two of the Melling Bridge for erosion and scour protection, disturb the bed of the Hutt River and place gravels on the dry river bed during the works period.
WGN050286	24456		GWRC	To permanently divert the flood flows of the Wainuiomata Stream during flood events in association with the construction of a stop bank.

Consent number	Consent ID	Consent Type	Issuing Authority	Activity
s	24457		GWRC	
WGN150071	33174	Water permit	GWRC	Water permit to temporarily divert the full flow of the Hutt River during the construction period to place, use and maintain erosion protection and fish passage structures in the bed of the Hutt River.
WGN150088	33202		GWRC	To construct and maintain bores (BQ32/0148, BQ32/0149, BQ32/0150, BQ32/0151 and BQ32/0152) for geotechnical investigation purposes in the Lower Hutt Groundwater Zone.
WGN030100	22447	Coastal permit	GWRC	To discharge comminuted wastewater to the coastal marine area, at times when the Eastern Bays sewer is operating at full capacity due to extreme wet weather, up to a maximum flow rate of 70 L/s through an existing outfall structure.
WGN990084	3	Discharge permit	GWRC	Discharge from Wainuiomata Wastewater TP to Wainuiomata River
WGN990084	4	Discharge permit	GWRC	Riverbed sediment deposit below the Lower Wainuiomata Dam
WGN990084	5	Discharge permit	GWRC	Divert & dam up to 50,000m ³ of water from Wainuiomata River
WGN990084	6	Discharge permit	GWRC	Discharge from Lower Wainuiomata Dam to Wainuiomata River
WGN120142	33406	Discharge permit	GWRC	To temporarily discharge treated wastewater to the Waiwhetu Stream during and/or immediately after heavy rain events when flows exceed the capacity of the main outfall pipeline and the storm tank system is fully utilised.
WGN120142	33408	Discharge permit	GWRC	MOP Maintenance/repair - Waiwhetu

Consent number	Consent ID	Consent Type	Issuing Authority	Activity
WGN960002(02)	2648	Discharge permit	GWRC	To discharge wastewater in major wet weather events into the Hutt River.
WGN120142	31528	Discharge permit	GWRC	Seaview Wastewater Treatment Plant discharge to the Waiwhetu Stream
WGN950162	2	Discharge permit	GWRC	Hutt Valley Wastewater Treatment Facility discharge to Waiwhetu Stream
WGN950162	3	Discharge permit	GWRC	Hutt Valley Wastewater Treatment Facility discharge to Coastal Marine Area
WGN990084	1	Discharge permit	GWRC	Discharge from Wainuiomata Wastewater TP to Wainuiomata River
WGN030100	22447	Coastal permit	GWRC	To discharge comminuted wastewater to the coastal marine area, at times when the Eastern Bays sewer is operating at full capacity due to extreme wet weather, up to a maximum flow rate of 70 L/s through an existing outfall structure.
WGN990084	3	Discharge permit	GWRC	Discharge from Wainuiomata Wastewater TP to Wainuiomata River
WGN990084	4	Discharge permit	GWRC	Riverbed sediment deposit below the Lower Wainuiomata Dam
WGN990084	5	Discharge permit	GWRC	Divert & dam up to 50,000m ³ of water from Wainuiomata River
WGN990084	6	Discharge permit	GWRC	Discharge from Lower Wainuiomata Dam to Wainuiomata River

Consent number	Consent ID	Consent Type	Issuing Authority	Activity
WGN120142	33406	Discharge permit	GWRC	To temporarily discharge treated wastewater to the Waiwhetu Stream during and/or immediately after heavy rain events when flows exceed the capacity of the main outfall pipeline and the storm tank system is fully utilised.
WGN120142	33408	Discharge permit	GWRC	MOP Maintenance/repair - Waiwhetu

Other consents

The resource consents listed in the table below are subject to review at present and may yet transfer to the Water Organisation, and until that review has been completed, clause 12.5 of the Transfer Agreement will apply to those consents as though they have been listed in Part A of this Schedule 11.

Consent number	Consent ID	Consent Type	Issuing Authority	Activity
WGN990084	38288	Land use consent and Discharge permit	GWRC	To enable use, alterations to, or minor repairs in the Lower Wainuiomata Dam & Discharge from the dam into the Wainuiomata River
WGN020159	35957	Discharge permit	GWRC	Discharge of contaminants to land and water from a contaminated site created by the use of the site as a wastewater treatment plan and the incidental discharge of contaminants to land arising from on-site remediation activities.
WGN010123	21729		GWRC	A concrete intake structure adjacent to the normal flow culvert
WGN110299	30986		GWRC	To construct geotechnical bores (BQ32/0010) in the Lower Hutt Groundwater Zone.
WGN120261	31710		GWRC	To construct geotechnical bores (BQ32/0039) and cone penetration tests in the Lower Hutt Groundwater Zone

Consent number	Consent ID	Consent Type	Issuing Authority	Activity
WGN130057	31915		GWRC	To construct geotechnical bores (BQ32/0054, BQ32/0055 and BQ32/0056) in the Lower Hutt Groundwater Zone
WGN130238	32215		GWRC	To construct up to 8 geotechnical bores at 4 sites (BQ32/0060, BQ32/0061, BQ32/0062 and BQ32/0063) in the Lower Hutt Groundwater Zone.
WGN150083	33194		GWRC	To construct and maintain bores (BQ32/0138, BQ32/0139, BQ32/0140, BQ32/0141) and test pits (BQ32/0142, BQ32/0143, BQ32/0144, BQ32/0145 BQ32/0146, BQ32/0147) for the purpose of geotechnical investigation in the Lower Hutt Groundwater Zone
WGN150141	33363		GWRC	To construct and maintain 10 bores (BQ32/0190) for geotechnical purposes
WGN150141	33578		GWRC	To construct and maintain up to 25 bores (BQ32/0158) and 50 cone penetrometer bores (BQ32/0159) for geotechnical purposes
WGN990054	21206		GWRC	To drive sheet piling into Hutt Aquifer. CO: Via a excavator and pile driver
WGN100132	30187		GWRC	To construct a concrete block and railway iron retaining wall and to divert the stream within its bed away from Moonshine Hill Road, including any associated disturbance of and deposition onto the bed of Moonshine Stream.
WGN220052	37789	Discharge permit	GWRC	Discharge operational stormwater to land where it may enter water.
WGN230114	38646		GWRC	To undertake earthworks over an area exceeding 3000m2 including the associated discharge of sediment laden runoff, and the ongoing operational stormwater discharge from the roading carriageway.
WGN230114	38647		GWRC	To undertake earthworks over an area exceeding 3000m2 including the associated discharge of sediment laden runoff, and the ongoing operational stormwater discharge from the roading carriageway.

Consent number	Consent ID	Consent Type	Issuing Authority	Activity
WGN230114	38681		GWRC	To undertake earthworks over an area exceeding 3000m2 including the associated discharge of sediment laden runoff, and the ongoing operational stormwater discharge from the roading carriageway.
WGN97023001	3512		GWRC	To Install stormwater discharge structure.
WGN020187	22014		GWRC	a 200mm plastic stormwater pipeline will be laid from the existing pump chamber to the existing discharge manhole, with a minimum cover of 500mm.
WGN110217	30882		GWRC	To place, use and maintain a stormwater structure in the bed of an unnamed tributary of the Hutt River, including any associated disturbance of and deposition onto the bed of the stream during construction
WGN020098	21731		GWRC	To construct a debris arrester; undertake various bank and streambed protection works; install new culvert pipes and replace existing culvert pipes; realign sections of stream bank and lower a section of stream bed; and install new and replace existing wing wall structures.
WGN030003	22143		GWRC	12 gabion baskets measuring 1.5 x 1 x 0.8m stacked in a 2 x 6 arrangement.
WGN030093	22424		GWRC	To place use and maintain a 22 metre box culvert and to place a concrete duct under and disturb the bed of the Awamutu Stream
WGN030093	22424		GWRC	To place use and maintain a 22 metre box culvert and to place a concrete duct under and disturb the bed of the Awamutu Stream
WGN030236	24358		GWRC	To place rock rip-rap, and undertake the associated disturbance of the bed of the Wainuiomata River.
WGN040347	23733		GWRC	Upgrade existing 750mm culvert to 1350mm diameter.

Consent number	Consent ID	Consent Type	Issuing Authority	Activity
WGN050107	24029		GWRC	Replace existing 900mm diameter culvert with a 1350mm diameter culvert. Install new debris trap upstream of culvert and downstream apron to be lowered.
WGN050107	24030		GWRC	Construction of timber retaining wall, widen existing channel and placement of gabion baskets.
WGN050126	24063		GWRC	Retrospective works to place 35 concrete blocks (1600mmx800mmx800mm) to a depth of 400mm in the Waiwhetu Stream bed where an area of bank had slumped and eroded.
WGN050162	24128	Water permit	GWRC	Water permit to permanently divert the flow of the Wainuiomata River.
WGN050370	24558		GWRC	To place, use and maintain a retaining wall in the bed of an unnamed tributary of the Stokes Valley Stream, including any temporary diversion of the stream and associated disturbance of the bed of that stream.
WGN080219	26559		GWRC	To replace part of an existing culvert in the bed of an unnamed stream, and to undertake associated temporary diversion, and disturbance of the bed and banks, of that stream.
WGN110004	30550		GWRC	To extend a existing culvert, including any associated disturbance of and deposition of material onto the bed of the stream and any temporary diversion of stream flow during construction
WGN120098	31799		GWRC	To place a culvert and install an erosion protection structure in the bed and banks of the Awamutu Stream, including any associated disturbance of, deposition onto the bed, and temporary diversion of stream flow during construction.
WGN120172	31582	Water permit	GWRC	Water permit (retrospective) to dam and divert surface water

Consent number	Consent ID	Consent Type	Issuing Authority	Activity
WGN120172	31612	Land use consent	GWRC	Land use consent to construct a dam structure in an unnamed watercourse, including associated disturbance of and deposition of material in the stream bed during works
WGN120172	31620	Land use consent	GWRC	Land use consent to reclaim a section of the bed of an unnamed watercourse associated with the construction of a dam, including any associated disturbance of and deposition of material in the stream bed during works.
WGN990129(01)	4585		GWRC	to construct a culvert
WGN990158(01)	4223		GWRC	Remove vegetation and debris from Whitby lakes CO: Lake levels lowered and mechanical digger used
WGN990159(01)	4222		GWRC	Remove vegetation and debris from lake bed CO: Material removed with long reach mechanical digger

Consent number	Consent ID	Consent Type	Issuing Authority
RM230026	2 Kotari Road DAYS BAY 5013 - Earthworks associated with stream erosion protection, GWRC consents for structures, surface water diversion and soil disturbance. s37 associated with BC221244	Land use consent	Hutt City Council

SCHEDULE 12

EXCLUDED CONTRACTUAL ARRANGEMENTS

Other than as specified in Schedule 6, and the Relationship Agreement entered into between NZTA, the Council and Wellington Regional Council dated 3 April 2025, there are no contractual agreements, arrangements or understandings relating to the delivery of Water Services to which the Council is a party as at the date of this agreement, and which are in force as at the date of this agreement, that will not transfer to the Water Organisation at Completion. Schedule 6 records some agreements that will be partially assigned or partially novated to the Water Organisation.

SCHEDULE 13

STATUTORY RESPONSIBILITIES, FUNCTIONS, DUTIES AND POWERS

1. The Council has agreed to transfer to the Water Organisation specified responsibilities, functions, duties and powers relating to the provision of Water Services.
2. Schedule 2, clause 2 of the Local Government (Water Services) Act 2025 (**LG(WS) Act**) requires that a transfer agreement describe “the general nature of the responsibilities for providing water services being transferred”, with clauses 3 and 4 then requiring that a transfer agreement specify in detail all matters that are either being transferred from or retained by the Council, including “statutory responsibilities, functions, duties, and powers concerning providing water services”.
3. To avoid doubt, where any such responsibilities, functions, duties and powers are retained by the Council, as documented in Schedule 15 to this Transfer Agreement, they will continue to be performed and exercised by the Council.
4. This schedule captures the statutory responsibilities, obligations, functions, duties and powers that are to transfer to the Water Organisation.

General matters that are transferring to the Water Organisation

General responsibilities relating to the Water Services

5. The Council transfers to the Water Organisation:
 - (a) Other than as set out in Schedule 15, all statutory responsibilities, obligations, functions, duties and powers under the LG(WS) Act or under any other applicable legislation, that are required to enable the Water Organisation to deliver the Water Services as the water service provider for the Service Area, with the term water service provider having the meaning given to it in the LG(WS) Act (**Water Service Provider**).
 - (b) To avoid any doubt, the transfer in clause 5(a) applies to any other Act under which the Council may hold a consent, permit or approval to do anything related to the Water Services that has not otherwise been identified for transfer within this Transfer Agreement, and which is required for the Water Organisation to perform its Water Service Provider role, including any amendment, re-enactment, replacement or successor legislation resulting from legislative reform.

Specific responsibilities relating to the Water Services under the LG(WS) Act

6. As a consequence of the full transfer of the Council’s responsibilities that will make the Water Organisation a Water Service Provider under the LG(WS) Act, the Water Organisation will be specifically responsible for:
 - (a) Complying with all statutory responsibilities, duties and obligations of a Water Service Provider under the LG(WS) Act;

- (b) Making final decisions about its capital and operating expenditure requirements, including through its Water Services Strategy and Water Services Annual Budget;
- (c) Determining its revenue requirements and the nature of any water charges relating to the Water Services for which it is responsible, and publishing a list of those water charges, with the Council responsible as agent for the Water Organisation under clause 6(4) of Schedule 2 for the collection of the water charges, as further detailed in a services agreement entered into between the Council and Water Organisation;
- (d) Adopting and administering its initial development contributions policy under section 120 of the LG(WS) Act; and
- (e) Otherwise satisfying all relevant responsibilities under the LG(WS) Act, including insofar as they relate to the expectations or reporting requirements set by the Council.

Hutt City Council specific matters that are transferring to the Water Organisation

Specific responsibilities relating to the Water Services under other legislative or non-statutory arrangements

7. The Council transfers to the Water Organisation:
 - (a) the functions, duties and powers of the former Hutt Valley Drainage Board under the Hutt Valley Drainage Act 1967 (**Drainage Act**) which were transferred to the Council pursuant to clause 200(1) of the Local Government (Wellington Region) Reorganisation Order 1989 (**Reorganisation Order**), including the functions, duties and powers under sections 1 and 2, and 20 to 88 of the Drainage Act as applied to the Council, with all necessary modifications, pursuant to clause 200(2) of the Reorganisation Order; and
 - (b) the Council's role as a contributing authority under sections 57 to 66 of the Drainage Act for matters related to the Water Services, to the extent such role is capable of transfer under the LG(WS)A.
8. As a consequence of the transfers contemplated by this Agreement and the UHCC Transfer Agreement, the Water Organisation will, on and from Completion, be the sole provider of Wastewater Services in the Hutt Valley and will have full legal title to the Joint Venture Assets. Accordingly, the parties acknowledge and agree that:
 - (a) following the transfer of responsibilities under clause 7:
 - (i) the Water Organisation shall not make any assessment of contributions under sections 57 to 66 (inclusive) of the Drainage Act against the Council or Upper Hutt City Council as contributing authorities under the Drainage Act; and
 - (ii) the Council shall not be liable to pay any contributions as a contributing authority under sections 57 to 66 (inclusive) of the Drainage Act;
 - (b) the requirement for the Council to establish and maintain a Hutt Valley Services Committee jointly with Upper Hutt City Council pursuant to the Reorganisation Order will cease to apply on Completion;

- (c) any other obligations placed on the Council, including under the Reorganisation Order, that relate to the Water Services will cease to apply on Completion, and neither the Council nor Upper Hutt City Council shall have any entitlement to, or interest in, any proceeds of sale or disposition of the Joint Venture Assets by the Water Organisation following Completion;
 - (d) the apportionment mechanism in clause 202(5) of the Reorganisation Order (which requires proceeds to be apportioned between the Councils pursuant to section 58 of the Drainage Act) will have no further application following Completion, as the Joint Venture Assets will be owned outright by the Water Organisation;
 - (e) the UHCC Transfer Agreement will contain an equivalent acknowledgement and agreement to the matters set out in this clause 8 (to the extent applicable to Upper Hutt City Council), and the acknowledgements and agreements in this clause 8 and the equivalent provisions of the UHCC Transfer Agreement shall, taken together, have effect from the later of Completion under this Agreement and completion under the UHCC Transfer Agreement; and
 - (f) nothing in this clause 8 purports to amend, repeal, or modify the Drainage Act or the Reorganisation Order. The acknowledgements in this clause 8 record the parties' agreement as to the practical effect of the transfers contemplated by this Agreement, in circumstances where the Water Organisation will be the sole provider of Wastewater Services in the Hutt Valley.
9. To avoid any doubt, to the extent that the legislation and arrangements referred to in this Schedule address matters unrelated to the Water Services to be provided by the Water Organisation, those matters are not transferred.

SCHEDULE 14

STORMWATER MATTERS

STORMWATER PRINCIPLES

1. These principles apply to stormwater assets. They do not apply to other water services assets detailed in Schedule 10 (Plant and Equipment) that are to be transferred to the Water Organisation under this agreement.
2. Unless expressly stated to the contrary in this Schedule, the stormwater assets listed in this Schedule will transfer to the Water Organisation on the Completion Date.
3. From the Completion Date, the Water Organisation will be entitled to access all stormwater assets, including any stormwater assets that are retained by the Council, which are located on any land to which the licence set out in Schedule 1 to Appendix 3 of this agreement relates, on the terms of that licence.
4. The parties acknowledge and agree that nothing in these principles alters or prejudices the Water Organisation's assumption of the Responsibilities from the Completion Date.
5. Following the Completion Date and during the period to the Second Wash-Up Date, the parties will continue to review any stormwater assets that are retained by the Council, in terms of whether they would most effectively be legally transferred to the Water Organisation.
6. To avoid any doubt, the LG(WS) Act does not permit the Council, as a corridor manager, to transfer to the Water Organisation any ownership or control of any transport corridor stormwater infrastructure.
7. The Council will continue to hold all statutory, operational and management responsibility in relation to its role as road corridor manager, including where any transport corridor stormwater infrastructure owned by the Council provides a stormwater service that may discharge into the stormwater zones managed by the Water Organisation.

STORMWATER ASSETS

Asset Types and Definitions

Stormwater asset types and definitions are as set out in the "SW Asset List – March 2026" (**Stormwater Asset Definitions**) here: [SW Asset List - March 2026.xlsx](#).

Laterals

Hutt City Council's policy is available here: [Stormwater | Hutt City Council](#). It notes:

Our point of service for stormwater services is the junction connection on the council main (pipeline). Where a property is serviced by a pipeline draining to the road kerb, the point of service is the road kerb.

HCC is responsible for maintaining the stormwater system up to and including the point of service.

Watercourses Agreement with Greater Wellington Regional Council (GWRC)

GWRC role in relation to certain Watercourses

The following table outlines GWRC's role in maintaining certain watercourses in Lower Hutt, as per the Watercourse Agreement between GWRC and the Council.

Watercourse	WRWB* Share	Local Authority Share	Extent of GWRC role
Waiwhetu Stream	1	-	Up to Waddington Canal
Stokes Valley Stream	1/2	1/2	Up to Tui Glen Junction
Black Creek Awamutu Stream	1/2	1/2	Hutt City Council also plays a role
Wainuiomata River (urban section)	2/3	1/3	Rural areas under Board approval or scheme work only
Korokoro Stream (urban section)	1/2	1/2	

Although it relates to certain watercourses within the Council's boundaries, the Watercourse Agreement with GWRC (dated 1977) is not being transferred to the Water Organisation. GWRC is leading a review of that agreement, which will assist to guide the approach to the future management of watercourses. In addition, the shared services arrangements for stormwater services will address watercourses as between the parties.

* WRWB refers to the Wellington Regional Water Board, the operations of which have since transferred to GWRC.

Other Watercourses

Excluding the watercourses specified in the above table, all watercourse assets are transferring to Tiaki Wai (refer to Schedule 10), however the associated land will not always transfer, with some land to remain in Council ownership, some to transfer, and some to be split between Council and Tiaki Wai. The table below outlines the assets that will transfer, the intended landowner (which will be reviewed and confirmed after Completion) and the responsibilities of each party for ongoing management.

TYPE	ASSET NO	DESCRIPTION	LOCATION	LAND OWNER	ASSET RESPONSIBILITY	
					Council	Tiaki Wai

Stream	SW12001	George St SV Stream	Stokes Valley	Split between Council and Tiaki Wai depending on location. Refer to Schedules 1 & 2	Amenity Area	Water Course
Stream	SW12002	Waddington Dr Waddington Canal	Naenae	Council	Amenity Area	Water Course
Stream	SW12003	Awamutu Gr Awamutu Stream (Prime Site)	Moera	Site location needs to be confirmed	Amenity Area	Water Course
Stream	SW12004	Heath Gr Little Awamutu Stream (Prime Site)	Moera	Private property	Amenity Area	Water Course
Stream	SW12005	Black Creek Hutt Central (Prime Site)	Hutt Central	Site location needs to be confirmed	Amenity Area	Water Course
Stream	SW12006	Bracken St Garden of Remembrance	Petone	Council	Amenity Area	Water Course
Stream	SW12007	Browns Creek	Waiwhetu	Site location needs to be confirmed	Amenity Area	Water Course
Open Drain	SW13001	Upper Fitzherbert Rd- Black Creek	Wainuiomata	Tiaki Wai (schedule 1B) – 6 Kew Grove on schedules	Amenity Area	Water Course
Open Drain	SW13002	Norfolk St- Nelson Cr- Black Creek	Wainuiomata	Mixed – Council and Tiaki Wai. Refer to schedules 1 & 2	Amenity Area	Water Course
Open Drain	SW13003	Nelson Cr - Main Rd - Black Creek	Wainuiomata	Mixed – Council and Tiaki Wai. Refer to schedules 1 & 2	Amenity Area	Water Course
Open Drain	SW13004	Main Road - River -Black Creek	Wainuiomata	Council	Amenity Area	Water Course
Open Drain	SW13005	94 Wise St	Wainuiomata	Tiaki Wai (refer to	Amenity Area	Water Course

				48N Russell Road on schedules)		
Open Drain	SW13006	10 Wise St	Wainuiomata	Tiaki Wai (refer to 11N Wise Street on schedules)	Amenity Area	Water Course
Open Drain	SW13007	18 Manutuke St-Rata St	Wainuiomata	Tiaki Wai	Amenity Area	Water Course
Open Drain	SW13008	20 Parkway	Wainuiomata	Tiaki Wai (refer to 5N Konini St on schedules)	Amenity Area	Water Course
Open Drain	SW13009	5 Konini St	Wainuiomata	Split between Council/Tiaki Wai (refer to 5N Totara and 6N Konini on schedules)	Amenity Area	Water Course
Open Drain	SW13010	Rata St - Black Creek	Wainuiomata	Split between Council/Tiaki Wai (refer to 5N Totara on schedules)	Amenity Area	Water Course
Open Drain	SW13011	161 Wainuiomata Rd	Wainuiomata	Tiaki Wai	Amenity Area	Water Course
Open Drain	SW13012	136 Wainuiomata Rd	Wainuiomata	Tiaki Wai	Amenity Area	Water Course
Open Drain	SW13013	31 Karaka St	Wainuiomata	Council	Amenity Area	Water Course
Open Drain	SW13014	13 Wise St - Black Creek	Wainuiomata	Tiaki Wai (refer to 11N Wise Street on schedules)	Amenity Area	Water Course
Open Drain	SW13015	12 Peel Pl	Wainuiomata	Tiaki Wai (refer to 17N Burden Ave on schedules)	Amenity Area	Water Course
Open Drain	SW13016	40-64 Dover Rd	Wainuiomata	Refer to Schedules 1 & 2	Amenity Area	Water Course

Open Drain	SW13017	Upper Fitzherbert Rd	Wainuiomata	Refer to SW13001	Amenity Area	Water Course
Open Drain	SW13018	26-34 Dover Rd	Wainuiomata	Council (refer to 85 Parkway in schedules)	Amenity Area	Water Course
Open Drain	SW14001	404 George St behind Tennis Court	Stokes Valley	Council	Amenity Area	Water Course
Open Drain	SW14002	404 George St behind Scout Hall	Stokes Valley	Council	Amenity Area	Water Course
Open Drain	SW14003	15 Horoeaka St	Stokes Valley	Council	Amenity Area	Water Course
Open Drain	SW14004	Golf Rd side of road	Manor Park	Need to verify asset	Amenity Area	Water Course
Open Drain	SW14005	Taita Dr Fraser Park north	Taita	Council	Amenity Area	Water Course
Open Drain	SW14006	Taita Dr Fraser Park South	Taita	Council	Amenity Area	Water Course
Open Drain	SW14007	63 Connolly St	Melling	Site location needs to be confirmed	Amenity Area	Water Course
Open Drain	SW14008	13 Boyd Gr	Naenae	Private land	Nil (Private)	Water Course
Open Drain	SW14009	270 Waddington Dr	Naenae	Council	Amenity Area	Water Course
Open Drain	SW14010	220 Waddington Dr	Naenae	Private land	Nil (Private)	Water Course
Open Drain	SW14011	31 Wilkie Cr	Naenae	Council (refer to 220 Whites Line East on schedules)	Amenity Area	Water Course
Open Drain	SW14012	162 Gracefield Rd	Gracefield	Road Reserve	Amenity Area	Water Course
Open Drain	SW14013	115 Gracefield Rd	Gracefield	Private land	Nil (Private)	Water Course
Open Drain	SW14014	41 Awamutu Gr	Moera	KiwiRail land	Nil (KiwiRail)	Water Course
Open Drain	SW14015	103 Randwick Cres	Moera	KiwiRail land	Nil (KiwiRail)	Water Course
Open Drain	SW14016	20 Wyndrum Ave	Fairfield	Private land	Nil (Private)	Water Course
Open Drain	SW14017	1 Stokes valley Rd	Stokes Valley	Site location needs to be confirmed	Amenity Area	Water Course
Open Drain	SW14018	185 Stokes valley Rd	Stokes Valley	Private land	Nil (Private)	Water Course

Open Drain	SW14019	Hutt Park Rd – by rail tracks	Gracefield	Site location needs to be confirmed	Amenity Area	Water Course
Open Drain	SW14020	Wainui Hill Rd - gracefield uphill	Gracefield	Site location needs to be confirmed	Amenity Area	Water Course
Dam		28 Magnolia Grove	MAUNGARAKI	Council	Amenity Area	Asset
Dam		18 Mulberry Street MAUNGARAKI	MAUNGARAKI	Council	Amenity Area	Asset
Dam		32 Cedar Street MAUNGARAKI	MAUNGARAKI	Council	Amenity Area	Asset
Dam		1A Holly Grove MAUNGARAKI	MAUNGARAKI	Council	Amenity Area	Asset
Dam		5 Dowse Drive MAUNGARAKI	MAUNGARAKI	Council	Amenity Area	Asset

Critical sumps

The following table sets out the critical sumps to be managed by Tiaki Wai under a statement of work (with the asset to remain owned by HCC)

Suburb	Street	Checks	Count
Alicetown	Victoria Street	Check all	23
Eastern Bays	Marine Drive	Check all	9
Eastern Bays	Howard Road	Bottom of hill	1
Eastern Bays	35 Howard Road	New dbl sump	1 (installed July 2025)
Eastern Bays	Lowry Bay	Check all	
Eastern Bays	Various Streets	All Hillside Sumps	
Eastern Bays	Pitoitoi Road	Check all	3
Eastbourne	Kowhai Street	Check all	23
Eastbourne	Muritai Road	Soak pit check	1
Epuni	Copeland Street	Check all	25
Epuni	Woodland Grove	Check all	
Epuni	Summit Road	Check all	12
Gracefield	Bell Road	Check all	33
Gracefield	Port Rd	Check all	32
Gracefield	Seaview Rd	Check all	33
Gracefield	Various Streets	Check all	
Hutt Central	Myrtle	Check all	9
Hutt Central	Ewen Bridge	Sumps and pump	
Melling	Pharazyn Street	Check all	40
Naenae	Seddon Street	Check all	25
Naenae	Rata Street	Check all	2
Naenae	Kowhai Street	Slip Road	

Naenae	Prebble Grove	Check all	2
Petone	The Esplanade	Check all	50
Stokes Valley	Ngahere Grove	Check all	14
Stokes Valley	Holborn Drive	Bottom end	
Wainuiomata	Main Road	Check all	40
Wainuiomata	Moohan Street	Check all	29
Wainuiomata	Queen Street	Check all	14
Wainuiomata	Wainuiomata Road	Check all	35
Western Hills - Harbourview	City View Grove	Bottom end	1
Western Hills - Harbourview	Gaskill Grove	Intersection of Jenness Gr	
Western Hills - Harbourview	Harbour View Road	Bottom end	
Western Hills - Harbourview	Jenness Grove	Bottom end	
Western Hills - Belmont	Belmont Terrace	Check all	2
Western Hills - Belmont	Hill Road	From Foster to Bottom	
Western Hills - Belmont	Coach Lane	Check all	1
Western Hills - Belmont	Foster Crescent	Corner of Hill Road	
Western Hills - Belmont	Natusch Road	Check all	2
Western Hills - Belmont	Park Road	Bottom end	
Western Hills - Kelson	Gurney Road	Check all	15
Western Hills - Kelson	Hebden Crescent	Catch Pits	
Western Hills - Kelson	Liverton Road	Check all	2
Western Hills - Korokoro	Korokoro Road	Check all	11
Western Hills - Korokoro	London Road	Bottom end	
Western Hills - Korokoro	Singers Road	Check all	6
Western Hills - Maungaraki	Dowse Drive	Check all	91
Western Hills - Normandale	Normandale Road	Check all	31
Western Hills - Normandale	Pokohiwi Road	Check all	10
Western Hills - Normandale	Stratton Street	Check all	
Western Hills - Normandale	Miromiro Road	Check all	53
Western Hills - Tirohanga	Onehuka Street	Bottom end	
Western Hills - Tirohanga	Tirohanga Road	Bottom end	
Western Hills - Off SH2 before Belmont	Pomare Road	Bottom end	
Western Hills - Off SH2 before Belmont	Wairere Road	Bottom end	

Culverts to be managed by Tiaki Wai

The following table sets out the culverts to be managed by Tiaki Wai under a statement of work (with the asset to remain owned by HCC).

Urban Area - Wainuiomata

CONFIRM NUMBER	ASSET ID GIS	ASSET NUMBER	ADDRESS	SUBURB	GIVEN POINT OF REFERENCE	DISTANCE FROM GIVEN POINT	STRUCTURE PIPE DIA	STRUCTURE PIPE TYPE	STRUCTURE LENGTH	COMMENTS (e.g. flooding consequences, secondary flowpath)
426000R00879	HCC_SWP002195	SW15001	22 KARAKA ST, KARAKA PARK	PARKWAY	0	0	1.2m	CONCRETE		1.2m concrete pipe. Headwall and grill on park side
426000R00955	HCC_SWP001845	SW15002	161 WAINUIOMATA RD	PARKWAY	0	0	2m by 1m	CONCRETE		2m by 1m concrete box. Headwall and grill on south side
426000R00949	HCC_SWP001833	SW15003	48 TOTARA ST	PARKWAY	0	0	2m by 1.5m	CONCRETE		2m by 1.5m concrete box. Overhead grill on south side
426000R00888	HCC_SWP001851	SW15004	5 KONINI ST	PARKWAY	0	0	2m by 1.5m	CONCRETE		2m by 1.5m concrete box.
426000R00899	HCC_SWP002152	SW15005	18 MANUTUKE ST	PARKWAY	0	0	2m by 1m	CONCRETE		2m by 1m concrete pipes

CONFIRM NUMBER	ASSET ID GIS	ASSET NUMBER	ADDRESS	SUBURB	GIVEN POINT OF REFERENCE	DISTANCE FROM GIVEN POINT	STRUCTURE PIPE DIA	STRUCTURE PIPE TYPE	STRUCTURE LENGTH	COMMENTS (e.g. flooding consequences, secondary flowpath)
426000R00921	HCC_SWP002198	SW15006	55 PARKWAY	PARKWAY	0	0	2m by 900mm	CONCRETE		2m by 900mm concrete pipes. Headwall at south end
426001R00853	HCC_SWP002868	SW15007	FIRESTATION, BRYAN HEATH PARK_ FITZHERBERT RD	ARAKURA	0	0	2m by 2m	CONCRETE		2m by 2m concrete box
426000R00913	HCC_SWP002973	SW15008	NELSON ST, BLACK CREEK	ARAKURA	0	0	0	0		Nelson St, Black Creek. Culvert is a short bridge
426000R00917	HCC_SWP003986	SW15009	NORFOLK ST, BLACK CREEK	ARAKURA	0	0	0	0		Norfolk St, Black Creek. Culvert is a short bridge
426000R00967	HCC_SWP004098	SW15010	MARY CROWTHER PARK, WISE ST	ARAKURA	0	0	1.2m	CONCRETE		1.2m concrete pipe. Grill and headwall on intake side
426001R00967	HCC_SWP003642	SW15011	10 WISE ST	ARAKURA	0	0	800mm	CONCRETE		800mm concrete pipe. Grill and

CONFIRM NUMBER	ASSET ID GIS	ASSET NUMBER	ADDRESS	SUBURB	GIVEN POINT OF REFERENCE	DISTANCE FROM GIVEN POINT	STRUCTURE PIPE DIA	STRUCTURE PIPE TYPE	STRUCTURE LENGTH	COMMENTS (e.g. flooding consequences, secondary flowpath)
										headwall on intake side
426000R00861	HCC_SWP003642	SW15012	30 HAIR ST	HOMEDALE	0	0	2m	CONCRETE		2m concrete pipe. Headwall on both sides
426001R00861	HCC_SWP002355	SW15013	HAIR ST, PALLISER HOTEL CARPARK	HOMEDALE	0	0	2m	CONCRETE		2m concrete pipe with headwall

Urban Areas – Hutt Valley

CONFIRM NUM	ASSET ID GIS	ASSET NUM	ADDRESS	SUBURB	INTAKE_LOCATION	OUTLET_LOCATION
426000R00182	HCC_SWP006135	SW16001	8 Whites Line East	WOBURN	Road Reserve	Private Property
426000R00181	HCC_SWP006138	SW16002	20 Wai-iti Cres	WOBURN	Road Reserve	Road Reserve
426000R00171	HCC_SWP009631	SW16003	131A Woburn Road	WOBURN	Road Reserve	Private Property
426001R00454	HCC_SWP006937	SW16004	22 Myrtle Street	WOBURN	Private Property	Private Property
426000R00454	HCC_SWP009672	SW16005	1 Myrtle Street	HUTT CENTRAL	Private Property	Civic Gardens
426000R00174	HCC_SWP008082	SW16006	46 Laings Road	HUTT CENTRAL	Private Property	Private Property

426001R00174	HCC_SWP008035		47 Laings Road	HUTT CENTRAL		
426000R00534	HCC_SWP009674	SW16007	32 Bloomfield Terrace	HUTT CENTRAL	Private Property	Private Property
426000R00531	HCC_SWP007985	SW16008	18 Hautana Square	WOBURN	Private Property	Private Property
426000R00537	HCC_SWP009651		19 Hautana Square	WOBURN		
426000R00529	HCC_SWP009652	SW16009	24 Penrose Street	WOBURN	Private Property	Private Property
426001R00529	HCC_SWP009758		25 Penrose Street	WOBURN		
426000R00180	HCC_SWP009659	SW16010	161 Knights Road	HUTT CENTRAL	Private Property	Private Property
426000R00433	HCC_SWP007792	SW16011	64 Kings Crescent	HUTT CENTRAL	Drainage Reserve	Private Property
426001R00433	HCC_SWP009759		65 Kings Crescent	HUTT CENTRAL		
426000R00440	HCC_SWP007774	SW16012	42 Pretoria Street	EPUNI	Private Property	Private Property
426000R00446	HCC_SWP007796	SW16013	44 Bristol Square	HUTT CENTRAL	Private Property	Private Property
426001R00447	HCC_SWP009341	SW16014	45 Brunswick Street	HUTT CENTRAL	Private Property	Private Property
426000R00666	HCC_SWP006603	SW16015	65 Whites Line West	WAIWHETU	Road Reserve	Road Reserve
426000R00679	HCC_SWP006095	SW16016	52 Awamutu Grove	GRACEFIELD	Road Reserve	Road Reserve
600060R00549	HCC_SWP006215		69 Randwick Crescent	MOERA	NZ RAIL	NZ RAIL
426000R00554	HCC_SWP005755	SW16018	25 York Street	MOERA	Road Reserve	Road Reserve
426000R00553	HCC_SWP006030	SW16019	14 Elizabeth Street	MOERA	Road Reserve	Road Reserve
426000R00306	HCC_SWP014919	SW16020	8 Bowers Street	STOKES VALLEY	Road Reserve	Road Reserve

Other culverts not identified in GIS

RAMM Asset ID	Road	Start	End	Stormwater Purpose	Pipe Type	Pipe Flow Type
2	RAWHITI ST	164	165	<null>	Culvert	Gravity
3	COAST RD	1824	1827	<null>	Culvert	Gravity
7	THE ESPLANADE NTH	200	215	<null>	Culvert	Gravity
9	BELMONT SCHOOL ACCESS ROAD	68	84	<null>	Culvert	Gravity
10	MARINE DR	5025	5025	Surface Water Collection and Conveyance	Culvert	Gravity
11	MARINE DR	5381	5381	Surface Water Collection and Conveyance	Culvert	Gravity
12	MARINE DR	5144	5144	Surface Water Collection and Conveyance	Culvert	Gravity
13	MARINE DR	5144	5144	Surface Water Collection and Conveyance	Culvert	Gravity
14	MARINE DR	5096	5096	Surface Water Collection and Conveyance	Culvert	Gravity
15	MARINE DR	5034	5034	Surface Water Collection and Conveyance	Culvert	Gravity

16	MARINE DR	5035	5035	Surface Water Collection and Conveyance	Culvert	Gravity
17	MARINE DR	5037	5038	Surface Water Collection and Conveyance	Culvert	Gravity
18	MARINE DR	5061	5061	Surface Water Collection and Conveyance	Culvert	Gravity
19	MARINE DR	5062	5062	Surface Water Collection and Conveyance	Culvert	Gravity
20	MARINE DR	5024	5024	Surface Water Collection and Conveyance	Culvert	Gravity
21	EASTERN BAYS SHARED PATH	1035	1036	Surface Water Collection and Conveyance	Culvert	Gravity
22	EASTERN BAYS SHARED PATH	879	879	Surface Water Collection and Conveyance	Culvert	Gravity
23	EASTERN BAYS SHARED PATH	723	723	Surface Water Collection and Conveyance	Culvert	Gravity
24	EASTERN BAYS SHARED PATH	1019	1019	Surface Water Collection and Conveyance	Culvert	Gravity

25	EASTERN BAYS SHARED PATH	836	836	Surface Water Collection and Conveyance	Culvert	Gravity
27	MARINE DR	2555	2555	Surface Water Collection and Conveyance	Culvert	Gravity
29	MARINE DR	2299	2299	Surface Water Collection and Conveyance	Culvert	Gravity
30	MARINE DR	2219	2219	Surface Water Collection and Conveyance	Culvert	Gravity
31	MARINE DR	2295	2295	Surface Water Collection and Conveyance	Culvert	Gravity
32	MARINE DR	2374	2374	Surface Water Collection and Conveyance	Culvert	Gravity
33	MARINE DR	2449	2449	Surface Water Collection and Conveyance	Culvert	Gravity
34	MARINE DR	2412	2412	Surface Water Collection and Conveyance	Culvert	Gravity
35	MARINE DR	2374	2374	Surface Water Collection and Conveyance	Culvert	Gravity

39	MARINE DR	2295	2295	Surface Water Collection and Conveyance	Culvert	Gravity
40	MARINE DR	2486	2486	Surface Water Collection and Conveyance	Culvert	Gravity
41	MARINE DR	2555	2555	Surface Water Collection and Conveyance	Culvert	Gravity

Rural Culverts – Wainuiomata

The Asset numbers for rural areas reflect the distance from a given point.

SW15123 = culvert 1.23km from point.

SW151234 = culvert 12.34km from point.

UPPER FITZHERBERT ROAD: Distance taken from the corner of Norfolk Street.

MOORES VALLEY ROAD: Distance taken from the corner of Main Road.

COAST ROAD: Distance taken from the corner of Burden Ave/Hine Rd.

CONFIRM NUM	ASSET ID GIS	ASSET NUM	ADDRESS	SUBURB	GIVEN POINT OF REFERENCE	DISTANCE FROM GIVEN POINT	STRUCTURE PIPE DIA	STRUCTURE PIPE TYPE	COMMENT (e.g flooding consequences, secondary flowpath)
426001R00854	HCC_SWP002976	SW15058	UPPER FITZHERBERT ROAD	WAINUIOMATA	CORNER OF NORFOLK ST	0.58KM	1000mm	CONCRETE	Concrete pipe with headwall at outlet.
426002R00854	HCC_SWP004045	SW15083	UPPER FITZHERBERT ROAD	WAINUIOMATA	CORNER OF NORFOLK ST	0.83KM	400mm	CONCRETE	400mm concrete pipe
426003R00854	HCC_SWP002975	SW15102	UPPER FITZHERBERT ROAD	WAINUIOMATA	CORNER OF NORFOLK ST	1.02KM	225mm	CONCRETE	400mm intake and 225mm outlet concrete pipe
426004R00854	HCC_SWP002974	SW15120	UPPER FITZHERBERT ROAD	WAINUIOMATA	CORNER OF NORFOLK ST	1.20KM	600mm	CONCRETE	600mm concrete pipe

426005R00854	HCC_SWP004140	SW15130	UPPER FITZHERBERT ROAD	WAINUIOMATA	CORNER OF NORFOLK ST	1.30KM	225mm	IRON	225mm Iron pipe
426006R00854	HCC_SWP002972	SW15140	UPPER FITZHERBERT ROAD	WAINUIOMATA	CORNER OF NORFOLK ST	1.40KM	500mm	CONCRETE	500mm concrete pipe
426007R00854	HCC_SWP002971	SW15155	UPPER FITZHERBERT ROAD	WAINUIOMATA	CORNER OF NORFOLK ST	1.55KM	225mm	CONCRETE	225mm concrete pipe
426000R00910	HCC_SWP002343	SW15084	MOORES VALLEY ROAD	WAINUIOMATA	CORNER OF MAIN ROAD	0.84KM	1000mm	CONCRETE	Intake located 3m up gully.
426001R00910	HCC_SWP000641	SW15112	MOORES VALLEY ROAD	WAINUIOMATA	CORNER OF MAIN ROAD	1.12KM	5000mm		5m Iron/Concrete pipe
426002R00910	HCC_SWP000640	SW15117	MOORES VALLEY ROAD	WAINUIOMATA	CORNER OF MAIN ROAD	1.17KM	225mm	CONCRETE	225mm concrete pipe with headwall at South end
426003R00910	HCC_SWP002345	SW15153	MOORES VALLEY ROAD	WAINUIOMATA	CORNER OF MAIN ROAD	1.53KM	300mm	CONCRETE	300mm concrete pipe located well into trees
426004R00910	HCC_SWP002344	SW14152	MOORES VALLEY ROAD	WAINUIOMATA	CORNER OF MAIN ROAD	1.52KM	225mm	CONCRETE	225mm concrete pipe. Headwall at South end
426005R00910	HCC_SWP000642	SW14185	MOORES VALLEY ROAD	WAINUIOMATA	CORNER OF MAIN ROAD	1.85KM	225mm	CONCRETE	225mm concrete pipe

									with headwall at South end
426006R00910	HCC_SWP000643	SW15198	MOORES VALLEY ROAD	WAINUIOMATA	CORNER OF MAIN ROAD	1.98KM	225mm	CONCRETE	225mm concrete pipe with manhole. Sump as intake.
426007R00910	HCC_SWP000644	SW15204	MOORES VALLEY ROAD	WAINUIOMATA	CORNER OF MAIN ROAD	2.04KM	300mm	CONCRETE	300mm concrete pipe with manhole. Sump as intake.
426033R00910	HCC_SWP000645	SW15216	MOORES VALLEY ROAD	WAINUIOMATA	CORNER OF MAIN ROAD	2.16KM	225mm	CONCRETE	225mm concrete pipe with manhole. Sump as intake.
426034R00910	HCC_SWP000646	SW15228	MOORES VALLEY ROAD	WAINUIOMATA	CORNER OF MAIN ROAD	2.28KM	225mm	CONCRETE	225mm concrete pipe
426008R00910	HCC_SWP000647	SW15237	MOORES VALLEY ROAD	WAINUIOMATA	CORNER OF MAIN ROAD	2.37KM	225mm	CONCRETE	225mm concrete pipe
426009R00910	HCC_SWP000648	SW15270	MOORES VALLEY ROAD	WAINUIOMATA	CORNER OF MAIN ROAD	2.70KM	500mm	CONCRETE	500mm concrete pipe with headwall at north end
426010R00910	HCC_SWP000649	SW15282	MOORES VALLEY ROAD	WAINUIOMATA	CORNER OF MAIN ROAD	2.82KM	300mm	CONCRETE	300mm concrete pipe
426011R00910	HCC_SWP000650	SW15297	MOORES VALLEY ROAD	WAINUIOMATA	CORNER OF MAIN ROAD	2.97KM	225mm	CONCRETE	225mm concrete pipe

426012R00910	HCC_SWP000651	SW15309	MOORES VALLEY ROAD	WAINUIOMATA	CORNER OF MAIN ROAD	3.09KM	600mm	CONCRETE	600mm concrete pipe
426013R00910	HCC_SWP000652	SW15321	MOORES VALLEY ROAD	WAINUIOMATA	CORNER OF MAIN ROAD	3.21KM	225mm	CONCRETE	225mm intake, 300mm outlet concrete with headwall
426014R00910	HCC_SWP000653	SW15333	MOORES VALLEY ROAD	WAINUIOMATA	CORNER OF MAIN ROAD	3.33KM	225mm	CONCRETE	225mm concrete pipe with headwall at South end
426015R00910	HCC_SWP000654	SW15350	MOORES VALLEY ROAD	WAINUIOMATA	CORNER OF MAIN ROAD	3.50KM	1000mm	CONCRETE	2 by 1m concrete pipes with headwall on both sides
426016R00910	HCC_SWP000655	SW15364	MOORES VALLEY ROAD	WAINUIOMATA	CORNER OF MAIN ROAD	3.64KM	225mm	CONCRETE	225mm concrete pipe with headwall at South end
426017R00910	HCC_SWP000656	SW15377	MOORES VALLEY ROAD	WAINUIOMATA	CORNER OF MAIN ROAD	3.77KM	300mm	IRON	300mm iron pipe with headwall
426035R00910	HCC_SWP000657	SW15385	MOORES VALLEY ROAD	WAINUIOMATA	CORNER OF MAIN ROAD	3.85KM	300mm	CONCRETE	300mm concrete pipe with headwall
426018R00910	HCC_SWP000658	SW15407	MOORES VALLEY ROAD	WAINUIOMATA	CORNER OF MAIN ROAD	4.07KM	300mm	CONCRETE	300mm concrete pipe with headwall

426019R00910	HCC_SWP000659	SW15431	MOORES VALLEY ROAD	WAINUIOMATA	CORNER OF MAIN ROAD	4.31KM	400mm	CONCRETE	400mm concrete pipe
426020R00910	HCC_SWP000660	SW15434	MOORES VALLEY ROAD	WAINUIOMATA	CORNER OF MAIN ROAD	4.34KM	400mm	CONCRETE	400mm concrete pipe
426021R00910	HCC_SWP000661	SW15439	MOORES VALLEY ROAD	WAINUIOMATA	CORNER OF MAIN ROAD	4.39KM	300mm	CONCRETE	300mm concrete pipe
426022R00910	HCC_SWP000662	SW15443	MOORES VALLEY ROAD	WAINUIOMATA	CORNER OF MAIN ROAD	4.43KM	500mm	CONCRETE	500mm concrete pipe
426023R00910	HCC_SWP000663	SW15446	MOORES VALLEY ROAD	WAINUIOMATA	CORNER OF MAIN ROAD	4.46KM	400mm	CONCRETE	400mm concrete pipe
426024R00910	HCC_SWP000664	SW15475	MOORES VALLEY ROAD	WAINUIOMATA	CORNER OF MAIN ROAD	4.75KM	800mm	CONCRETE	800mm concrete pipe with headwall
426025R00910	HCC_SWP000665	SW15496	MOORES VALLEY ROAD	WAINUIOMATA	CORNER OF MAIN ROAD	4.96KM	300mm	CONCRETE	300mm iron pipe with headwall
426026R00910	HCC_SWP000666	SW15506	MOORES VALLEY ROAD	WAINUIOMATA	CORNER OF MAIN ROAD	5.06KM	300mm	CONCRETE	300mm concrete pipe
426027R00910	HCC_SWP000667	SW15516	MOORES VALLEY ROAD	WAINUIOMATA	CORNER OF MAIN ROAD	5.16KM	225mm	CONCRETE	225mm concrete pipe
426028R00910	HCC_SWP000668	SW15526	MOORES VALLEY ROAD	WAINUIOMATA	CORNER OF MAIN ROAD	5.26KM	225mm	CONCRETE	225mm concrete pipe
426029R00910	HCC_SWP000669	SW15533	MOORES VALLEY ROAD	WAINUIOMATA	CORNER OF MAIN ROAD	5.33KM	300mm	CONCRETE	300mm concrete pipe with headwall

426030R00910	HCC_SWP000670	SW15536	MOORES VALLEY ROAD	WAINUIOMATA	CORNER OF MAIN ROAD	5.36KM	225mm	CONCRETE	225mm concrete pipe with headwall
426031R00910	HCC_SWP000671	SW15544	MOORES VALLEY ROAD	WAINUIOMATA	CORNER OF MAIN ROAD	5.44KM	300mm	CONCRETE	300mm concrete pipe with headwall
426032R00910	HCC_SWP000672	SW15550	MOORES VALLEY ROAD	WAINUIOMATA	CORNER OF MAIN ROAD	5.50KM	300mm	CONCRETE	300mm concrete pipe with headwall
426000R00836	HCC_SWP002329	SW150120	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	1.20KM	500mm	CONCRETE	500mm concrete pipe with headwall
426001R00836	HCC_SWP002326	SW150139	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	1.39KM	300mm	CONCRETE	300mm concrete pipe
426002R00836	HCC_SWP002327	SW150151	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	1.51KM	500mm	CONCRETE	500mm concrete pipe
426003R00836	HCC_SWP002328	SW150154	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	1.54KM	300mm	CONCRETE	300mm concrete pipe with headwall
426004R00836	HCC_SWP000493	SW150185	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	1.85KM	2000mm	CONCRETE	2m by 2m concrete box

426005R00836	HCC_SWP000352	SW150210	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	2.10KM	600mm	CONCRETE	600mm concrete pipe
426124R00836	HCC_SWP000353	SW150274	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	2.74KM	225mm	CONCRETE	225mm concrete pipe
426127R00836	HCC_SWP000383	SW150280	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	2.80KM	400mm	CONCRETE	400mm concrete pipe with headwall
426126R00836	HCC_SWP000354	SW150304	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	3.04KM	300mm	CONCRETE	300mm concrete pipe with headwall
426006R00836	HCC_SWP000355	SW150319	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	3.19KM	300mm	CONCRETE	300mm concrete pipe with headwall
426007R00836	HCC_SWP000356	SW150323	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	3.23KM	300mm	CONCRETE	300mm concrete pipe
426008R00836	HCC_SWP000266	SW150326	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	3.26KM	300mm	CONCRETE	300mm concrete pipe

426009R00836	HCC_SWP000267	SW150349	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	3.49KM	300mm	CONCRETE	300mm concrete pipe with headwall
426010R00836	HCC_SWP000495	SW150363	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	3.63KM	1500mm	CONCRETE	1.5m concrete pipe with headwall
426011R00836	HCC_SWP000269	SW150382	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	3.82KM	300mm	CONCRETE	300mm concrete pipe with headwall
426012R00836	HCC_SWP000268	SW150385	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	3.85KM	400mm	CONCRETE	400mm concrete pipe with headwall
426013R00836	HCC_SWP000270	SW150424	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	4.24KM	400mm	CONCRETE	400mm concrete pipe
426014R00836	HCC_SWP000271	SW150436	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	4.36KM	400mm	CONCRETE	400mm concrete pipe with headwall
426015R00836	HCC_SWP000272	SW150438	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	4.38KM	400mm	CONCRETE	400mm concrete pipe with headwall

426016R00836	HCC_SWP000273	SW150447	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	4.47KM	225mm	CONCRETE	225mm concrete pipe
426017R00836	HCC_SWP000274	SW150453	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	4.53KM	500mm	CONCRETE	500mm concrete pipe with headwall
426018R00836	HCC_SWP000275	SW150466	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	4.66KM	400mm	CONCRETE	400mm concrete pipe with headwall
426019R00836	HCC_SWP000276	SW150473	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	4.73KM	400mm	CONCRETE	400mm concrete pipe with headwall
426020R00836	HCC_SWP000277	SW150480	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	4.80KM	225mm	CONCRETE	225mm concrete pipe with headwall
426021R00836	HCC_SWP000278	SW150490	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	4.90KM	300mm	CONCRETE	300mm concrete pipe
426022R00836	HCC_SWP000279	SW150503	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	5.03KM	500mm	CONCRETE	500mm concrete pipe

426023R00836	HCC_SWP000280	SW150509	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	5.09KM	225mm	CONCRETE	225mm concrete pipe with headwall
426024R00836	HCC_SWP000281	SW150512	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	5.12KM	300mm	CONCRETE	300mm concrete pipe with headwall
426025R00836	HCC_SWP000282	SW150525	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	5.25KM	300mm	CONCRETE	300mm concrete pipe with headwall
426026R00836	HCC_SWP000283	SW150528	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	5.28KM	300mm	CONCRETE	300mm concrete pipe with headwall
426027R00836	HCC_SWP000284	SW150550	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	5.50KM	300mm	CONCRETE	300mm concrete pipe with headwall
426119R00836	HCC_SWP000285	SW150563	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	5.63KM	2000mm	CONCRETE	2m by 2m concrete box
426028R00836	HCC_SWP000286	SW150579	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	5.79KM	400mm	CONCRETE	400mm concrete pipe with headwall

426029R00836	HCC_SWP000287	SW150590	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	5.90KM	400mm	CONCRETE	400mm concrete pipe with headwall
426030R00836	HCC_SWP000288	SW150619	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	6.19KM	400mm	CONCRETE	400mm concrete pipe with headwall
426031R00836	HCC_SWP000289	SW150622	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	6.22KM	225mm	CONCRETE	225mm concrete pipe with headwall
426032R00836	HCC_SWP000290	SW150640	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	6.40KM	225mm	CONCRETE	225mm concrete pipe with headwall
426033R00836	HCC_SWP000291	SW150652	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	6.52KM	1000mm	CONCRETE	1m concrete pipe with headwall
426034R00836	HCC_SWP000292	SW150662	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	6.62KM	300mm	CONCRETE	300mm concrete pipe with headwall
426035R00836	HCC_SWP000293	SW150667	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	6.67KM	500mm	CONCRETE	500mm concrete pipe with headwall

426036R00836	HCC_SWP000294	SW150675	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	6.75KM	225mm	CONCRETE	225mm concrete pipe with headwall
426037R00836	HCC_SWP000295	SW150685	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	6.85KM	300mm	CONCRETE	300mm concrete pipe with headwall
426038R00836	HCC_SWP000296	SW150696	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	6.96KM	400mm	CONCRETE	400mm concrete pipe
426039R00836	HCC_SWP000297	SW150710	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	7.10KM	300mm	CONCRETE	300mm concrete pipe
426040R00836	HCC_SWP000298	SW150718	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	7.18KM	300mm	CONCRETE	300mm concrete pipe
426041R00836	HCC_SWP000299	SW150731	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	7.31KM	300mm	CONCRETE	300mm concrete pipe with headwall
426042R00836	HCC_SWP000300	SW150738	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	7.38KM	500mm	CONCRETE	500mm concrete pipe with headwall

426043R00836	HCC_SWP000496	SW150746	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	7.46KM	1000mm	CONCRETE	1m concrete pipe with headwall
426044R00836	HCC_SWP000497	SW150749	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	7.49KM	225mm	CONCRETE	225mm concrete pipe with headwall
426045R00836	HCC_SWP000498	SW150754	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	7.54KM	225mm	CONCRETE	225mm concrete pipe with headwall
426046R00836	HCC_SWP000499	SW150758	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	7.58KM	400mm	CONCRETE	400mm concrete pipe with headwall
426047R00836	HCC_SWP000500	SW150760	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	7.60KM	225mm	PLASTIC	225mm plastic pipe with headwall
426048R00836	HCC_SWP000301	SW150768	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	7.68KM	225mm	CONCRETE	225mm concrete pipe with headwall
426049R00836	HCC_SWP000501	SW150778	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	7.78KM	300mm	CONCRETE	300mm concrete pipe with headwall

426050R00836	HCC_SWP000502	SW150790	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	7.90KM	225mm	CONCRETE	225mm concrete pipe with headwall
426051R00836	HCC_SWP000503	SW150798	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	7.98KM	300mm	CONCRETE	300mm concrete pipe with headwall
426052R00836	HCC_SWP000504	SW150809	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	8.09KM	300mm	CONCRETE	300mm concrete pipe with headwall
426053R00836	HCC_SWP000505	SW150818	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	8.18KM	1200mm	CONCRETE	1.2m concrete pipe
426054R00836	HCC_SWP000506	SW150837	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	8.37KM	800mm	CONCRETE	800mm concrete pipe
426055R00836	HCC_SWP000507	SW150851	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	8.51KM	225mm	CONCRETE	225mm concrete pipe with headwall
426056R00836	HCC_SWP000302	SW150860	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	8.60KM	225mm	CONCRETE	225mm concrete pipe with headwall

426057R00836	HCC_SWP000508	SW150870	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	8.70KM	400mm	CONCRETE	400mm concrete pipe
426058R00836	HCC_SWP000509	SW150885	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	8.85KM	800mm	CONCRETE	800mm concrete pipe
426120R00836	HCC_SWP000510	SW150917	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	9.17KM	800mm	CONCRETE	800mm concrete pipe
426059R00836	HCC_SWP000511	SW150924	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	9.24KM	500mm	CONCRETE	500mm concrete pipe with headwall
426060R00836	HCC_SWP000303	SW150933	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	9.33KM	225mm	CONCRETE	225mm concrete pipe with headwall
426061R00836	HCC_SWP000304	SW150939	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	9.39KM	400mm	CONCRETE	400mm concrete pipe with headwall
426062R00836	HCC_SWP000512	SW150945	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	9.45KM	400mm	CONCRETE	400mm concrete pipe with headwall

426063R00836	HCC_SWP000305	SW150955	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	9.55KM	400mm	CONCRETE	400mm concrete pipe with headwall
426064R00836	HCC_SWP000513	SW150965	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	9.65KM	225mm	CONCRETE	225mm concrete pipe
426065R00836	HCC_SWP000514	SW150967	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	9.67KM	225mm	CONCRETE	225mm concrete pipe
426066R00836	HCC_SWP000306	SW150976	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	9.76KM	500mm	CONCRETE	500mm concrete pipe with 225mm overflow pipe
426067R00836	HCC_SWP000307	SW150980	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	9.80KM	300mm	CONCRETE	300mm concrete pipe
426068R00836	HCC_SWP000308	SW150993	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	9.93KM	225mm	CONCRETE	225mm concrete pipe
426069R00836	HCC_SWP000309	SW150998	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	9.98KM	300mm	CONCRETE	300mm concrete pipe

426070R00836	HCC_SWP000515	SW151039	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	10.39KM	300mm	CONCRETE	300mm concrete pipe. Runs across entrance to forest park
426071R00836	HCC_SWP000516	SW151074	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	10.74KM	300mm	CONCRETE	300mm concrete pipe
426072R00836	HCC_SWP000517	SW151084	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	10.84KM	400mm	CONCRETE	400mm concrete pipe located off road in bush
426073R00836	HCC_SWP000310	SW151118	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	11.18KM	300mm	CONCRETE	300mm concrete pipe with headwall
426074R00836	HCC_SWP000518	SW151134	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	11.34KM	300mm	CONCRETE	300mm concrete pipe with headwall
426121R00836	HCC_SWP000519	SW151149	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	11.49KM	300mm	CONCRETE	300mm concrete pipe with headwall
426075R00836	HCC_SWP000520	SW151170	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	11.70KM	400mm	CONCRETE	400mm concrete pipe

426076R00836	HCC_SWP000311	SW151177	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	11.77KM	400mm	CONCRETE	400mm concrete pipe
426077R00836	HCC_SWP000312	SW151181	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	11.81KM	225mm	CONCRETE	225mm concrete pipe
426078R00836	HCC_SWP000313	SW151200	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	12.00KM	1200mm	CONCRETE	1.2m concrete pipe
426079R00836	HCC_SWP000314	SW151219	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	12.19KM	400mm	CONCRETE	400mm concrete pipe
426080R00836	HCC_SWP000316	SW151257	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	12.57KM	400mm	IRON	400mm iron pipe
426081R00836	HCC_SWP000317	SW151267	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	12.67KM	300mm	CONCRETE	300mm concrete pipe
426082R00836	HCC_SWP000318	SW151286	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	12.86KM	400mm	CONCRETE	400mm concrete pipe

426083R00836	HCC_SWP000319	SW151305	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	13.05KM	500mm	CONCRETE	500mm concrete pipe
426084R00836	HCC_SWP000320	SW151317	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	13.17KM	1000mm	CONCRETE	1m concrete pipe with headwall and overhead grill
426085R00836	HCC_SWP000321	SW151323	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	13.23KM	300mm	CONCRETE	300mm concrete pipe with headwall
426086R00836	HCC_SWP000322	SW151330	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	13.30KM	225mm	CONCRETE	225mm concrete pipe with headwall
426087R00836	HCC_SWP000323	SW151334	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	13.34KM	500mm	CONCRETE	500mm concrete pipe with headwall
426088R00836	HCC_SWP000324	SW151366	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	13.66KM	300mm	IRON	300mm iron pipe with headwall
426089R00836	HCC_SWP000325	SW151381	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	13.81KM	1500mm	CONCRETE	1.5m concrete pipe with headwall

426090R00836	HCC_SWP000326	SW151398	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	13.98KM	400mm	CONCRETE	400mm concrete pipe with headwall
426091R00836	HCC_SWP000521	SW151414	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	14.14KM	400mm	CONCRETE	400mm concrete pipe with headwall
426092R00836	HCC_SWP000327	SW151419	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	14.19KM	400mm	CONCRETE	400mm concete pipe
426093R00836	HCC_SWP000328	SW151428	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	14.28KM	300mm	IRON	300 iron pipe with headwall
426094R00836	HCC_SWP000329	SW151434	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	14.34KM	400mm	CONCRETE	400mm concrete pipe with headwall
426095R00836	HCC_SWP000330	SW151436	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	14.36KM	225mm	CONCRETE	225mm concrete pipe with headwall
426096R00836	HCC_SWP000331	SW151449	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	14.49KM	300mm	IRON	300mm iron pipe with headwall

426098R00836	HCC_SWP000332	SW151465	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	14.65KM	225mm	CONCRETE	225mm concrete pipe with headwall
426099R00836	HCC_SWP000333	SW151470	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	14.70KM	150mm	IRON	150mm iron pipe
426100R00836	HCC_SWP000334	SW151476	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	14.76KM	300mm	IRON	300mm iron pipe with headwall
426101R00836	HCC_SWP000335	SW151491	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	14.91KM	300mm	IRON	300mm iron pipe with headwall
426102R00836	HCC_SWP000336	SW151517	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	15.17KM	1000mm	CONCRETE	Two pipes, 1m and 400mm concrete
426103R00836	HCC_SWP000338	SW151530	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	15.30KM	600mm	CONCRETE	600mm concrete pipe with headwall
426104R00836	HCC_SWP000339	SW151535	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	15.35KM	300mm	CONCRETE	300mm concrete pipe with headwall

426105R00836	HCC_SWP000340	SW151542	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	15.42KM	300mm	CONCRETE	300mm concrete pipe with headwall
426106R00836	HCC_SWP000341	SW151558	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	15.58KM	225mm	IRON	225mm iron pipe with headwall
426107R00836	HCC_SWP000342	SW151570	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	15.70KM	225mm	IRON	225mm iron pipe with headwall
426123R00836	HCC_SWP000343	SW151590	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	15.90KM	1800mm	CONCRETE	1.8m concrete pipe with headwall
426108R00836	HCC_SWP000344	SW151613	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	16.13KM	300mm	IRON	300mm iron pipe
426109R00836	HCC_SWP000345	SW151645	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	16.45KM	300mm	IRON	300mm iron pipe
426110R00836	HCC_SWP000346	SW151657	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	16.57KM	300mm	CONCRETE	300mm concrete pipe with headwall

426111R00836	HCC_SWP000347	SW151680	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	16.80KM	300mm	CONCRETE	300mm concrete pipe
426112R00836	HCC_SWP000438	SW151697	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	16.97KM	1000mm	CONCRETE	1m concrete pipe with extra 400mm intake
426113R00836	HCC_SWP000349	SW151711	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	17.11KM	300mm	CONCRETE	300mm concrete pipe
426114R00836	HCC_SWP000350	SW151734	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	17.34KM	225mm	CONCRETE	225mm concrete pipe
426115R00836	HCC_SWP000351	SW151755	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	17.55KM	300mm	CONCRETE	300mm concrete pipe
426116R00836	HCC_SWP000001	SW151853	COAST ROAD	WAINUIOMATA	CORNER OF HINE ROAD & BURDEN AVE	18.53KM	300mm	IRON	300mm iron pipe with headwall

Transport corridor stormwater infrastructure

Council, as a corridor manager, is not permitted to transfer to the Water Organisation any ownership or control of any transport corridor stormwater infrastructure. This includes all sumps, leads and culverts in the road corridor that will remain with the Council, as included in Schedule 3 – Excluded Assets.

For clarification:

- a) Council, as Road Controlling Authority (**RCA**), will retain ownership and maintenance responsibilities for transport corridor stormwater infrastructure; to the point of discharge into the public stormwater network. This includes sumps, sump leads, rain gardens within the road corridor, and catchpits.
- b) Council, as RCA, will own and maintain the structural elements of culverts and bridges that convey streams and stormwater under the road corridor where the primary purpose is roading related

Assets still under construction at the date of the transfer

Any relevant under construction assets are listed in Schedule 10, and refer to Schedule 6 for Capital Projects.

Exceptions/Special Cases

Not applicable.

Exclusions

- a) Abandoned assets will not transfer to the Water Organisation and are subject to Appendix 5 – Process for Resolving Abandoned Assets owned by the Council.
- b) Excluded assets have been identified in Schedule 3.

Refer to Schedule 2 Part C Road Reserve for above ground assets located on Road Reserve, Schedule 3 Excluded Assets, and Schedule 10 for below ground assets.

STORMWATER SERVICE ZONES

The Hutt City stormwater service area has been divided into two Stormwater Service Zones, one that applies to urban area and another that applies to rural zones.

The two zones have been determined based on the boundaries of the Hutt City urban environment, using land use, district plan zoning and the level of service provided as the relevant factors for defining the boundaries.

The Urban Stormwater Service zone covers built-up urban areas where properties are connected to, or benefit from, public stormwater infrastructure. This infrastructure includes pipes, drains, and pump stations.

Areas outside the Urban Stormwater Service Zone have been identified as Rural, and generally rely on natural drainage rather than public stormwater networks. Properties within the Rural Stormwater Service Zone will not be charged for stormwater services in the 2026/27 year. However, Tiaki Wai has indicated in its Water Services Strategy that the approach to Stormwater Service Zones will be reviewed for rural properties that contribute to and benefit from the provision of the public stormwater network.

The Stormwater Service Zones identified within the Hutt City district are shown in the figure below.

Hutt City Council - Stormwater Service Zones



OTHER MATTERS

As set out in Schedule 13, the Water Organisation has been transferred all statutory responsibilities, obligations, functions, duties and powers under the LG(WS) Act or under any other applicable

legislation, that are required to enable the Water Organisation to deliver the Water Services, including Stormwater Services.

While this transfer has been made, and the Water Organisation will have responsibility for the provision of stormwater services within the Urban Stormwater Service Zone, the Council will remain the owner of certain stormwater assets, and will continue to have an operational and management role and responsibility for those assets. In relation to various assets, the delivery of stormwater services will be managed on a shared basis between the parties, as identified in the Post-Completion Services Agreement entered into between the parties, via a Statement of Work and/or a Shared Services Agreement.

SCHEDULE 15

EXCLUDED STATUTORY RESPONSIBILITIES, FUNCTIONS, DUTIES AND POWERS

General

The following statutory responsibilities, functions, duties and powers of the Council relating to the delivery of Water Services will not transfer to Tiaki Wai at Completion:

- the power to make and revoke bylaws under the LG(WS) Act and Local Government Act 2002;
- the power to delegate a responsibility, function, duty or power under the Local Government Act 2002;
- the responsibilities of each Council under the Shared Services Joint Services Agreement and Hutt Valley Services Committee relating to non-Water Services (i.e. waste and cemetery); and
- any that are not explicitly identified in Schedule 13.

Stormwater

To avoid any doubt, the LG(WS) Act does not permit the Council, as a corridor manager, to transfer to the Water Organisation any ownership or control of any transport corridor stormwater infrastructure.

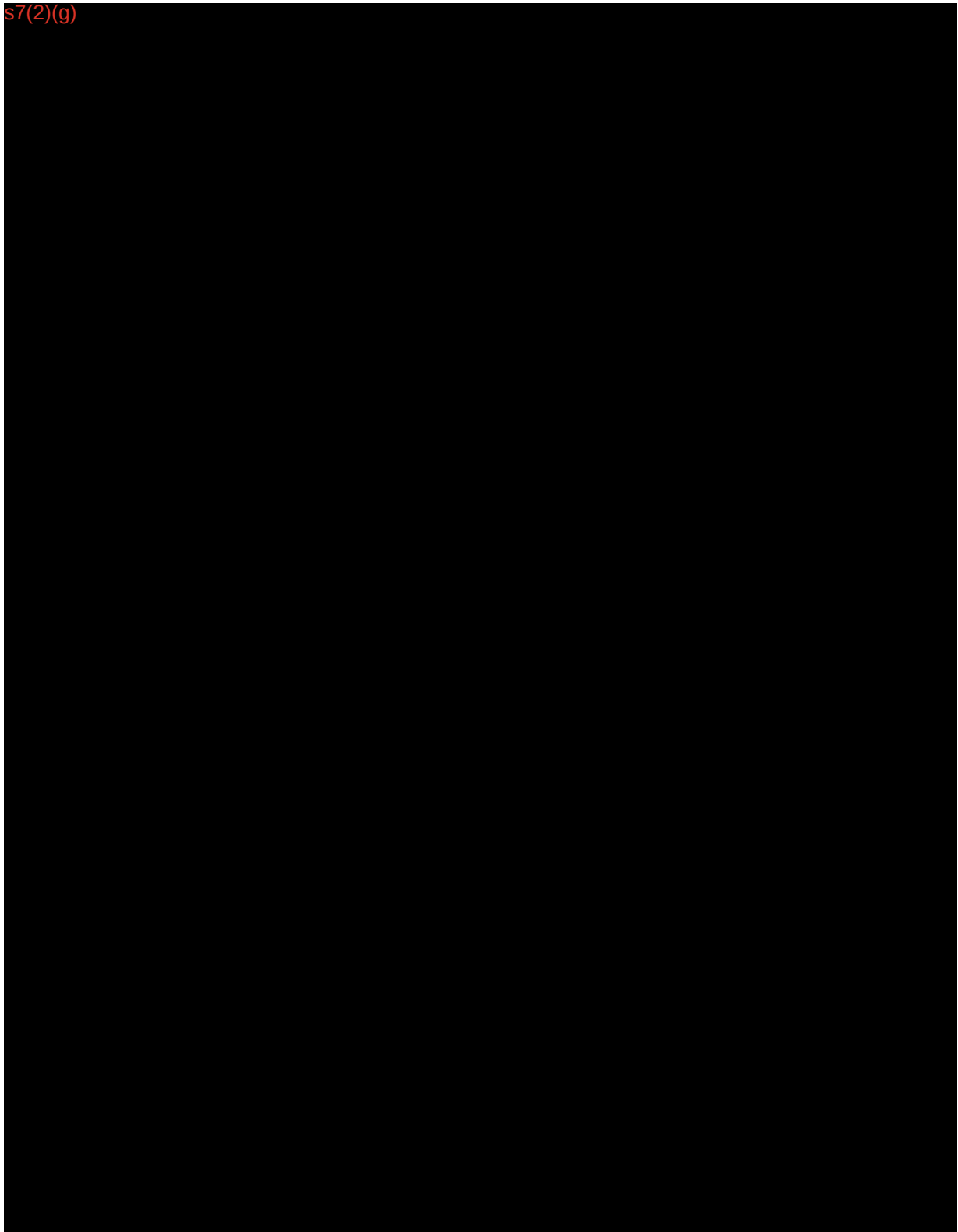
The Council will continue to hold all statutory responsibilities, obligations, functions, duties and powers that are required in relation to its role as road corridor manager, including where any transport corridor stormwater infrastructure owned by the Council provides a stormwater service function that may discharge into the stormwater network that is transferred to the Water Organisation.

SCHEDULE 16

EXCLUDED LIABILITIES

This schedule sets out the Council's liabilities relating to the delivery of the Water Services that will not transfer to Tiaki Wai at Completion.

s7(2)(g)



s7(2)(g)



SCHEDULE 17

EMPLOYEES AND CONTRACTORS

Employees

Position	Name
Senior Trade Waste Officer	s7(2)(a)
Senior Trade Waste Officer	
Trade Waste Officer	
Administrator	
Senior Development Engineer	
Senior Development Engineer	
Financial Administrator	
Senior Accounts Receivable	
Senior Project Manager (IAF) – Fixed Term	

* These roles have been identified as being water related, however, due to HCC delivering water billing on behalf of Tiaki Wai, these roles will be retained at Council for an interim period, and are proposed to transfer alongside water billing services – interim period approximately 2 years.

SCHEDULE 18

DESIGNATIONS IN OPERATIVE DISTRICT PLAN

Designation number and location	Designation Issued by	Purpose of Designation	Designation Lapse Date
Identifier: HCC 8 Location: Sections 3, 47, 48, 56 & 57 Blk XIV Belmont Survey District	HCC	Bulk Waste Water Pumping Station and Milliscreen Treatment Plant	Given effect to (i.e no lapse date)/in use
Identifier: HCC 9 Location: Lot 4 DP 19188; Pt Lot 2 DP 22471	HCC	Bulk Waste Water Pumping Station	Given effect to (i.e no lapse date)/in use
Identifier: HCC 10 Location: Lot 2 DP 23638; Section 13 Block III Wilford Settlement	HCC	Bulk Waste Water Pumping Station	Given effect to (i.e no lapse date)/in use
Identifier: HCC 11 Location: Pt Lots 1 and 2 DP 13941	HCC	Bulk Waste Water Treatment Plant	Given effect to (i.e no lapse date)/in use
Identifier: HCC 12 Location: Pt Sec 110 Korokoro Village; Lot 6 DP 89394	HCC	Reservoir	Given effect to (i.e no lapse date)/in use
Identifier: HCC 25 Location: Lot 14 DP 59678 and Lot 35 DP 31233	HCC	Reservoir	19 February 2032 (7 years from date of approval)
Identifier: HCC2 Location: 434 Eastern Hutt Road Wastewater Storage Tank	UHCC	Excess wastewater flow storage facility	Given effect to (i.e no lapse date)/in use

NOTICES OF REQUIREMENT IN PROPOSED DISTRICT PLAN

The table below sets out the Notices of Requirement for which Hutt City Council has responsibility as the requiring authority, but that will transfer (either formally under section 166 of the Resource Management Act 1991, or by way of succession) when Tiaki Wai becomes the relevant water service provider with financial responsibility for the Notices of Requirement / Designations.

Number and location	Issued by	Purpose	Lapse Date	
HCC-08 Seaview wastewater pumping station and treatment plant	HCC	Operation, maintenance and improvement of a wastewater storage, pumping and treatment facility	Given effect to	
HCC-09 Barber Grove wastewater pumping station	HCC	Operation, maintenance and improvement of a wastewater pumping station	Given effect to	
HCC-10 Wakefield Street wastewater pumping station	HCC	Operation, maintenance and improvement of a wastewater pumping station	Given effect to	
HCC-11 Wainuiomata wastewater pumping station and treatment plant	HCC	Operation, maintenance and improvement of a wastewater storage, pumping and treatment facility	Given effect to	
HCC-12 Rahui water reservoir	HCC	Operation, maintenance and improvement of a water storage and distribution facility	Given effect to	

Number and location	Issued by	Purpose	Lapse Date	
HCC-25 Esplanade Central Wastewater Pumpstation	HCC	Operation, maintenance and improvement of a wastewater pumping station	Given effect to	
HCC-30 Kinglsey Water Supply Reservoir	HCC	Operation, maintenance and improvement of a water storage and distribution facility	Given effect to	
HCC-31 Manor Park Water Supply Reservoir	HCC	Operation, maintenance and improvement of a water storage and distribution facility	Given effect to	
HCC-32 Gracefield Water Supply Reservoir	HCC	Operation, maintenance and improvement of a water storage and distribution facility	Given effect to	
HCC-33 Maungaraki Water Supply Reservoir	HCC	Operation, maintenance and improvement of a water storage and distribution facility	Given effect to	
HCC-35 Rata Street Water Supply Reservoir	HCC	Operation, maintenance and improvement of a water storage and distribution facility	Given effect to	
HCC-36 Taita Water Supply Reservoir	HCC	Operation, maintenance and improvement of a water storage and distribution facility	Given effect to	

Number and location	Issued by	Purpose	Lapse Date	
HCC-37 Normandale Water Supply Reservoir	HCC	Operation, maintenance and improvement of a water storage and distribution facility	Given effect to	
HCC-38 Gawler Grove Water Supply Reservoir	HCC	Operation, maintenance and improvement of a water storage and distribution facility	Given effect to	

APPENDIX 3

PROPERTY MATTERS

1. TERMS OF TRANSFER OF FREEHOLD PROPERTIES AND COUNCIL RESERVES

- 1.1 Freehold Properties:** The Council agrees to transfer, and the Water Organisation accepts, the Freehold Properties for a public work (**Water Services**) pursuant to section 50 of the PWA on the terms and conditions of this agreement.
- 1.2 Council Reserves:** The Council and the Water Organisation agree to take all steps necessary to make an application to LINZ to arrange for the Council Reserves to be set apart for Water Services purposes under section 52 of the PWA and vested in the Water Organisation under sections 50 and 20(1) of the PWA.
- 1.3 PWA Obligations:** As the Freehold Properties and Council Reserves are required by the Water Organisation for a public work any future obligation to offer all or any part of the Freehold Properties and Council Reserves back to a former owner pursuant to sections 40 to 42 of the PWA (if any) will rest with the Water Organisation and not the Council and, as required by clause 3 of Schedule 9 of the Local Government Act 2002, a caveat will be registered to protect any former owner's interest.
- 1.4 As is Where is:** The Council shall transfer the Freehold Properties and Council Reserves to the Water Organisation, and the Water Organisation will receive the Freehold Properties and Council Reserves free of any Encumbrances from the Council. To avoid doubt, the Freehold Properties and Council Reserves will otherwise transfer on an "as is, where is" basis and the Council is not required to procure the withdrawal or discharge of any registered or unregistered interests or memorials from Records of Titles to the Freehold Properties and Council Reserves.
- 1.5 Condition Subsequent:** The parties acknowledge that the Water Organisation will become a local authority for the purposes of the PWA when the Statutory Responsibilities are transferred to the Water Organisation under this agreement and therefore, the obligations in paragraphs 1.2 and 1.3 above are conditional (as a condition subsequent) on the transfer of the Statutory Responsibilities to the Water Organisation on the Completion Date.
- 1.6 Legalisation:** The transfer of the Freehold Properties and Council Reserves will, by agreement between the parties (acting reasonably), be legalised either by:
- (a)** declaration under sections 20(1) and 50 of the PWA, which the parties will use best endeavours to obtain as soon as practicable after the Completion Date in accordance with paragraphs 1.9 and 1.12; or
 - (b)** an appropriate transfer instrument (or other instrument, all referred to in this Schedule as a "**transfer instrument**") under the Land Transfer Act 2017 with registration of the transfer to occur on the Completion Date in accordance with paragraph 1.11 or any later date agreed by the parties if it is not practical to achieve transfer on the Completion Date, in which case paragraph 3 will apply.
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1.7 Compensation certificate: Where legalisation of the transfer will not occur on Completion, following Completion, the Water Organisation may elect to lodge a compensation certificate pursuant to section 19 of the PWA against one or more of the Freehold Properties and Council Reserves. The Water Organisation will:

- (a) notify the Council following registration of the compensation certificate; and
- (b) promptly following the acquisition by the Water Organisation of the applicable Freehold Properties and Council Reserves, withdraw the compensation certificate.

1.8 Survey plans: Where required to give effect to a transfer contemplated by this agreement (including any setting apart under section 52 of the PWA), unless otherwise agreed in writing, the Council (at its cost) will arrange for a surveyor to prepare any required survey office or land transfer plans and provide the same to the Water Organisation for review and comment. The Water Organisation will not unreasonably withhold or delay its approval to any such survey plan.

1.9 Declaration: Where the transfer of all or part of a Freehold Property and Council Reserve is to occur by declaration under sections 20(1) and 50 of the PWA, the Council will prepare a declaration pursuant to sections 20 and 50 of the PWA with respect to those Freehold Properties and Council Reserves and arrange for LINZ to sign such declaration. The Council will publish and register the declaration together with a caveat as required by clause 3 of Schedule 9 of the Local Government Act 2002 following execution by the Crown (through LINZ).

1.10 Transfer: Where the transfer of all or part of the Freehold Properties is to occur by transfer instrument under the Land Transfer Act 2017, the following provisions will apply:

- (a) the Water Organisation shall procure its solicitors to:
 - (i) within a reasonable time prior to the Completion Date, create a Landonline Workspace (“**Workspace**”) for the transaction, notify the Council’s solicitors of the dealing number allocated by LINZ, and prepare in the Workspace a transfer instrument in respect of the applicable Freehold Properties;
 - (ii) prior to Completion:
 - (A) (where applicable) prepare a notice of sale for the Freehold Properties in accordance with the Local Government (Rating) Act 2002 by way of an electronic platform;
 - (B) (where applicable) lodge in the Workspace the tax information contained in the Water Organisation’s tax statement; and
 - (C) certify and sign the transfer instrument; and

- (b)** provide the Council's solicitors with a written undertaking and do all things as may be required to effect Completion in the manner contemplated by the most recent edition of the Property Transactions and E-Dealing Practice Guidelines prepared by the Property Law Section of the New Zealand Law Society (insofar as the same relates to the conduct of the Water Organisation's solicitors); and
- (c)** the Council's solicitors shall:

 - (i)** within a reasonable time prior to the Completion Date, prepare in the Workspace all other electronic instruments required to confer title in the applicable Freehold Properties on the Water Organisation free from Encumbrances but subject to all existing registered interests and memorials; and
 - (ii)** prior to Completion:

 - (A)** prepare in the Workspace a caveat, as required by clause 3 of Schedule 9 of the LGA;
 - (B)** (where applicable) lodge in the Workspace the tax information contained in the Council's tax statement;
 - (C)** have those instruments and the transfer instrument certified, signed and, where possible, pre-validated; and
 - (D)** provide the Water Organisation's solicitors with a written undertaking that the Council's solicitors:

 - (i)A.1. have signed and certified as correct, and where possible, prevalidated (as transferor) the transfer instrument(s) in the Workspace (quoting the eDealing number);
 - (i)A.2. have prepared, signed and certified as correct, and where possible pre-validated all other electronic instruments in the Workspace created by the Council's solicitors (quoting the eDealing number);
 - (i)A.3. will not attempt to withdraw the release of the instruments (once released (as contemplated in paragraph 1.10(c)(ii)(D) or attempt any alteration of the instrument or do anything to prevent registration of the instruments following Completion or release; and

- (i)A.4. release the transfer instrument(s) and all other electronic instruments into the Workspace immediately following Completion occurring for registration as electronic instruments, in accordance with the protocol for remote settlement set out in the most recent edition of the Property Transactions and E-Dealing Practice Guidelines prepared by the Property Law Section of the New Zealand Law Society.

1.11 Alternative transfer mechanism: Notwithstanding clauses 1.2 and 1.3, if any of the Freehold Properties and Council Reserves cannot be transferred pursuant to section 50 of the PWA, the parties will, acting reasonably, mutually agree on an alternative transfer mechanism in writing.

1.12 Gazette: In respect of the Council Reserves, the Council will instruct a LINZ accredited supplier to:

(a) prepare a declaration to:

- (i) set the Council Reserves apart for transfer to Water Services purposes under section 52 of the PWA; and
- (ii) vest the Council Reserves in the Water Organisation under sections 50 and 20(1) of the PWA;

and provide such declaration to LINZ for signing;

- (b) seek any necessary consent (including under delegated authority, if applicable) of the Minister of Conservation under section 52(2) of the PWA;
- (c) arrange publication of the declaration pursuant to the PWA in the New Zealand Gazette; and
- (d) lodge the declaration pursuant to the PWA (in the form of a Gazette notice) for registration against the records of title for the Council Reserves,

with the intention that the declaration be published promptly following (but not prior to) Completion, and the Council will provide all such consents and undertake such actions in support of and as may be reasonably required by the Water Organisation to assist in giving effect to the setting apart and vesting of the Council Reserves.

2. TRANSFER OF EXISTING EASEMENT INTERESTS

2.1 Existing Easement Interests: The Council agrees to transfer, and the Water Organisation accepts, the interests of the Council as grantee in respect of the Existing Easement Interests pursuant to section 50 of the PWA on the terms and conditions of this agreement.

2.2 Condition Subsequent: The parties acknowledge that the Water Organisation will become a local authority for the purposes of the PWA when the Statutory Responsibilities are transferred to the Water Organisation under this agreement and therefore, the obligations in clause 2.1 above are conditional (as a condition subsequent) on the transfer of the Statutory Responsibilities to the Water Organisation on the Completion Date.

2.3 Legalisation: The transfer of the Existing Easement Interests will be legalised by declaration under sections 20(1) and 50 of the PWA.

2.4 Combined Easements: In respect of the Combined Easements, the parties acknowledge and agree:

- (a) the Combined Easements include, together with water related rights, non-water related rights that the Council needs to continue to exercise post Completion;
- (b) the Council will retain non-water related rights with respect to the Combined Easements and following transfer of the rights of the grantee under the Combined Easements to the Water Organisation, the Water Organisation irrevocably grants to the Council, and the Council accepts, a licence for the Council to exercise the rights of the grantee under the Combined Easements;
- (c) any damage, breakage or defects in or to any part of the easement areas or burdened land under the Combined Easements that is a direct or indirect result of the Council's exercise of its rights under the Combined Easements, or has been caused by the Council, its staff, or persons otherwise under the Council's control will be promptly repaired by the Council, at its cost in all respects; and
- (d) the Council indemnifies the Water Organisation against all actions, claims, demands, losses, damages, liabilities, costs and expenses (including legal costs on a solicitor-and-client basis) suffered or incurred by the Water Organisation arising out of or in connection with the Council's exercise of the rights granted under the Combined Easements, except to the extent that such loss is caused by the negligent or wrongful act or omission of the Water Organisation.

2.5 Protocol if Transfer not Possible: While the parties agree that their intention is to transfer the benefit of Existing Easement Interests (including Combined Easements) to the Water Organisation, the parties agree that, if a transfer of a particular Existing Easement Interest is not possible, the provisions of clause 3 will apply until such time as the parties have agreed upon and implemented an alternative permanent solution to provide the Water Organisation with access and use rights to the relevant land.

3. POST-COMPLETION LICENCE

3.1 Post-completion Licence: In the event that the transfer of all or any of the Freehold Properties, Council Reserves and Existing Easement Interests is not completed on the Completion Date, the Council will grant a licence to the Water Organisation and the Water Organisation accepts a licence, for the non-exclusive use of the relevant

Freehold Properties, Council Reserves and Existing Easement Interests on the terms set out in Schedule 1 to Appendix 3. To avoid doubt, the licence will operate as a standing licence for the Water Organisation to enter the Freehold Properties and Council Reserves and to exercise the Existing Easement Interests for the purposes of section 161 of the LG(WS) Act until the necessary transfers are completed.

4. ACCESS TERMS LAND

- 4.1 Access Terms:** In respect of the Access Terms Land the parties agree that, subject to compliance with any relevant statutory processes and requirements, from the Completion Date, the Council will grant the Water Organisation an agreement in the form of a lease, licence or easement on terms agreed between them as suitable for the Water Organisation's particular access or use requirements, expected to be substantially on the terms set out in Schedule 1 to this Appendix 3. If the parties cannot reach agreement on the terms of access, this will be dealt with under the dispute resolution process at clause 16.

5. CONTINUED COUNCIL ACCESS AND USE REQUIREMENTS

- 5.1 Council access and use:** To the extent that the Council (and/or the public) accesses and uses, and requires continued access and use of, any Freehold Properties and Council Reserves transferred to the Water Organisation under this agreement, the parties will, subject to compliance with any relevant statutory processes and requirements, enter into an agreement in the form of a lease, licence or easement on terms agreed between them as suitable for the particular access or use requirements of the Council following the Completion Date. If the parties cannot reach agreement on the terms of access, this will be dealt with under the dispute resolution process at clause 16.

6. PART E OF SCHEDULE LAND TO BE RETAINED

- 6.1 Status of Land in Part E of Schedule 2:** The parties acknowledge and agree that:

- (a)** to avoid doubt, for the purposes of this agreement, all land listed in Part E of Schedule 2 is deemed to be Access Terms Land;
- (b)** Part E of Schedule 2 identifies parcels of land (including Freehold Properties and Council Reserves) that, as at the Completion Date, the Council considers should remain in Council ownership; and
- (c)** the Council position is on the basis that, in accordance with the Transfer Principles, it considers that the primary purpose or predominant use of that land does not relate to the delivery of Water Services.

- 6.2 No concession on primary purpose:** The Council acknowledges that:

- (a)** the Water Organisation reserves its position and does not necessarily agree with or concede the Council's assessment of the primary purpose or predominant use of each parcel of land identified in Part E of Schedule 2 as being non-water related; and
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- (b) due to time and information constraints prior to Completion, neither the Council, nor the Water Organisation, has completed a comprehensive parcel-by-parcel assessment of all land identified in Part E of Schedule 2.

6.3 Post-completion reassessment process: The parties agree that, following Completion and prior to the Second Wash-Up Date either party may request a reassessment of any individual parcel of land listed in Part E of Schedule 2 to determine whether, having regard to its actual use and function, it is required for, or primarily related to, the provision of Water Services and should therefore have transferred to the Water Organisation.

6.4 Steps for reassessment: Any reassessment under clause 6.3 must:

- (a) be undertaken in good faith, acting reasonably and consistently with the Transfer Principles;
- (b) take into account any designation of the land, together with its operational use(s); and
- (c) if transfer is agreed, be implemented by updating the relevant Schedules and effecting transfer in accordance with this agreement (including using the appropriate statutory or registration mechanism set out in clause 1 of Appendix 3). The land will be considered a Further Item that transfers to the Water Organisation in accordance with clause 12.6, with consideration to be agreed in accordance with clause 12.6(b).

6.5 Resolution of disputes: If the parties cannot agree on the outcome of a reassessment, the matter may be referred to the Expert Resolution Process.

6.6 Access and use under the Access Terms Land framework: The parties agree that, following Completion and for so long as any land in Part E of Schedule 2 remains in Council ownership, access to and use of the land by the Water Organisation will be provided in accordance with the Access Terms Land framework set out in clause 4.1 of Appendix 3, including the requirement for the parties to enter into a lease, licence or easement (as appropriate and as acceptable to the Water Organisation) reflecting the Water Organisation's access and operational requirements.

6.7 Principles that apply to access: Without limiting clause 6.6 above, or clause 4.1 of Appendix 3, the Council acknowledges and agrees that:

- (a) Water Services assets are located on land in Part E of Schedule 2 and Water Services activities are carried out on, or in connection with, that land;
 - (b) the Water Organisation must be able to exercise its statutory functions, powers and duties in relation to those assets in an effective and cost-efficient manner, minimising cost impacts on the Water Organisation and Water Services consumers;
 - (c) long-term access arrangements in respect of land in Part E of Schedule 2 must facilitate the ongoing operation, maintenance, repair, renewal and upgrade of Water Services assets by the Water Organisation; and
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- (d) it will charge the Water Organisation no more than a nominal rental or licence fee for any lease, licence or easement granted under clause 4.1 of Appendix 3, recognising the statutory, public and essential nature of the Water Services activities undertaken on that land and to ensure that Water Services consumers do not bear unnecessary land access costs.

SCHEDULE 1 TO APPENDIX 3

AGREEMENT RELATING TO CONSENT AND ENTRY TO LAND PURSUANT TO THE LOCAL GOVERNMENT (WATER SERVICES) ACT 2025

HUTT CITY COUNCIL

TIAKI WAI LIMITED

PARTIES

1. **HUTT CITY COUNCIL**, a territorial authority established under the Local Government Act 2002 (**Council**)
2. **TIAKI WAI LIMITED**, a company incorporated in New Zealand (company number 9382007) (**Tiaki Wai**)

BACKGROUND

- A. The Council owns or manages and controls the Land.
- B. Tiaki Wai is a Council-Controlled Organisation and, from the Completion Date under the Transfer Agreement, will be a Water Service Provider established by the Council to deliver Water Services for the Council.
- C. The Council will transfer the Assets on the Land to Tiaki Wai from the Completion Date under the Transfer Agreement.
- D. The LG(WS) Act provides rights to Tiaki Wai as a Water Service Provider to enter the Land and carry out work subject to consent and conditions.
- E. The Council and Tiaki Wai have entered into this agreement to record the consent and conditions which are applicable to Tiaki Wai's rights to enter and carry out work in accordance with the LG(WS) Act on land owned or managed by the Council.

THIS AGREEMENT RECORDS THAT:

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions:** In this agreement, unless the context indicates otherwise:

Assets means the plant and equipment situated on the Land used in connection with the provision of Water Services, that are transferred by the Council to Tiaki Wai from the Completion Date under the Transfer Agreement, and includes any new plant and equipment used in connection with the provision of Water Services on the Land after the date of this agreement.

Authority means every governmental, local, territorial and statutory authority having jurisdiction or authority over the Land or its use and may include a utility supplier, but does not include the Council or Tiaki Wai in their capacities as licensor and licensee under this agreement.

Building Act means the Building Act 2004.

Building Work has the same meaning as in the Building Act.

Code Compliance Certificate has the same meaning as in the Building Act.

Council-Controlled Organisation has the meaning given to it in the Local Government Act 2002.

Existing Easement Interests means the rights and obligations of the Council as grantee under the easements which are required for, or primarily related to, the provision of Water Services (details of which, as at the date of this agreement, are listed in Schedule 3).

Freehold Properties means the land subject to this licence that is owned by the Council (details of which, as at the date of this agreement are listed in Schedule 2).

Land means that part of the land subject to this licence that is owned or administered by the Council including the Freehold Properties, the Reserves and any other land owned or administered by the Council from time to time during the Term and on which any Assets are located at the date of this agreement, or subsequently located or constructed by Tiaki Wai during the Term.

Laws means any legislation, regulations, bylaws, ordinances, orders, proclamations, district plan, Management Plan and rules.

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

Licence Rights means the rights granted to Tiaki Wai under section 161 of the LG(WS) Act.

Notifiable Event has the same meaning as in the Health and Safety at Work Act 2015.

Notified Activities means:

- (a) the activities set out in section 161(1)(a) being “constructing or placing water services infrastructure on, over, or under land or under a building on land”; and
- (b) any activities which will require entry into, or works on, in or under any building on the Land which is not an Asset owned by Tiaki Wai.

Reserves means the land subject to this licence that is subject to the Reserves Act 1977 that is either vested in the Council in fee simple, or where the Council is otherwise appointed as administering body of the reserve (details of which, as at the date of this agreement, are listed in Schedule 1).

Road means any road located within Hutt City district where the Council is the road controlling authority.

Standard Activities means all activities permitted under section 161(1) of the LG(WS) Act other than the Notified Activities.

Third Party Rights means any lease, licence or occupation right to any third party over the Land.

Transfer Agreement means the transfer agreement between the Council and Tiaki Wai which, among other things, transferred the Assets to Tiaki Wai.

Term means, subject to clause 7 of this agreement, the period from the effective date of the Transfer Agreement until such time as Tiaki Wai is no longer a Water Services Provider for the Hutt City district under the LG(WS) Act, or no longer owns the Assets.

Water Service Provider has the meaning given to it in the LG(WS) Act.

Water Services has the meaning given to that term in the LG(WS) Act.

Working Day has the meaning given to it in the Property Law Act 2007.

1.2 Interpretation: In this agreement, unless the context indicates otherwise:

- (a) **Defined Expressions:** expressions defined in the main body of this agreement have the defined meaning throughout this agreement, including the background;
 - (b) **Headings:** clause and other headings are for ease of reference only and will not affect this agreement's interpretation;
 - (c) **Parties:** references to any **party** include that party's executors, administrators, successors and permitted assigns;
 - (d) **Persons:** references to a **person** include an individual, company, corporation, partnership, firm, joint venture, association, trust, unincorporated body of persons, governmental or other regulatory body, authority or entity, in each case whether or not having a separate legal identity;
 - (e) **Plural and Singular:** references to the singular include the plural and vice versa;
 - (f) **Clauses/Schedules/Attachments:** references to clauses, schedules and attachments are to clauses in, and the schedules and attachments to, this agreement. Each such schedule and attachment forms part of this agreement;
 - (g) **Statutory Provisions:** references to any statutory provision are to statutory provisions in force in New Zealand and include any statutory provision which amends or replaces it, and any by-law, regulation, order, statutory instrument, determination or subordinate legislation made under it;
 - (h) **Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
 - (i) **Inclusive Expressions:** the term **includes** or **including** (or any similar expression) is deemed to be followed by the words **without limitation**; and
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- (j) **Documents:** references to any document (however described) are references to that document as modified, novated, supplemented, varied or replaced from time to time and in any form, whether on paper or in an electronic form.

2. GRANT OF LICENCE

- 2.1** The Licence Rights to which this agreement relates are granted to Tiaki Wai pursuant to section 161 of the LG(WS) Act.
- 2.2** In exercising the Licence Rights, Tiaki Wai will use reasonable endeavours to minimise disruption to other users of the Land and will not impede public access to, or the free use and enjoyment of, any part of the Land or any other public area in proximity to the Land without the Council's prior approval (not to be unreasonably withheld or delayed).
- 2.3** To avoid doubt, this agreement does not relate to any Road and notice and entry requirements for access to Road are set out in sections 172, 173 and 177 of the LG(WS) Act.

3. NOTIFICATION AND CONSENT

- 3.1** Subject always to compliance with clauses 3.2 and 4 of this agreement, written notice under section 162 of the LG(WS) Act is deemed to have been provided by this agreement and no conditions are imposed for any Standard Activities on the Land (except for any areas that are subject to Third Party Rights).
- 3.2** Where Tiaki Wai needs to undertake any Standard Activities on any area of the Land that is, or may be, subject to Third Party Rights, Tiaki Wai must notify the Council of such works and comply with the requirements of Part 3, Subpart 4 of the LG(WS) Act with respect to the third party occupier. Once access is granted, Tiaki Wai must carry out the works in accordance with clause 4.3 of this agreement and use reasonable endeavours to minimise any disruption to the third party occupier.
- 3.3** Where Tiaki Wai needs to undertake any Notified Activities on the Land, consent is deemed to have been provided for any works under section 161(1)(a) of the LG(WS) Act provided Tiaki Wai first complies with clause 4 of this agreement.

4. NOTIFIED ACTIVITIES

- 4.1** Tiaki Wai must provide to the Council copies of the plans and specifications for Notified Activities no later than 20 Working Days prior to the commencement of the works.
- 4.2** Where any Notified Activities are being carried out on Reserve, Tiaki Wai must first install all necessary fencing, hoardings and signage to prevent access to the works area by members of the public and must ensure that the Assets do not compromise the use of the Reserve for the purpose for which the relevant reserve is classified.
- 4.3** Tiaki Wai must carry out the works:
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- (a) in a skilful and efficient manner;
- (b) in conformity with the resource consents, building consents and other approvals obtained from the relevant Authorities (if applicable);
- (c) in accordance with best trade practices; and
- (d) in compliance with the requirements of all Laws as they affect the works and Tiaki Wai's use of the Land.

4.4 Tiaki Wai must not allow any area of the Land to be open to members of the public or allow the use of the Land by members of the public if that would be in breach of section 363 of the Building Act.

5. EXISTING EASEMENT INTERESTS

5.1 With respect to any Existing Easement Interests that have not been transferred to Tiaki Wai under the Transfer Agreement by the commencement of the Term, the Council grants to Tiaki Wai, and Tiaki Wai accepts the right for Tiaki Wai to exercise the rights and obligations of the Council, as its licensee or agent under the Existing Easement Interests until such time as a transfer of the Existing Easement Interests is effected.

5.2 From the date of transfer of any Existing Easement Interests to Tiaki Wai, this agreement will cease to have any force or effect in relation to that Existing Easement Interest but will otherwise continue in full force and effect in respect of all remaining Existing Easement Interests.

6. HEALTH & SAFETY

6.1 In completing any work on Land under this agreement, Tiaki Wai must at all times:

- (a) comply with all health and safety legislation, regulations and applicable codes of practice and standards;
- (b) ensure, so far as is reasonably practicable, that Tiaki Wai's activities do not put at risk the health and safety of all personnel of Tiaki Wai, and any other persons on the Land, including Council personnel, other service providers, the public, and visitors;
- (c) keep full records and documentation in relation to its use and occupation of the Land and immediately provide the Council with information about any health and safety matters relating to the Land and its use and occupation of the same, if requested; and
- (d) comply with all of the Council's reasonable directions in relation to health and safety in connection with the Land and Tiaki Wai's occupation of the same.

6.2 Tiaki Wai must, to the extent that its health and safety duties overlap with the Council:

- (a) so far as is reasonably practicable, consult, co-operate with and co-ordinate its activities on the Land with the Council; and
- (b) ensure that any feedback, agreed changes or improvements to health and safety processes and procedures are implemented immediately.

6.3 If there are multiple occupants on the Land, then Tiaki Wai must:

- (a) participate in the Council's emergency procedures, workplace assessments, training or orientation and any other relevant health and safety activities (if requested); and
- (b) identify and address any special needs requirements.

6.4 Tiaki Wai must immediately notify the Council of any:

- (a) Notifiable Event; or
- (b) WorkSafe inspection, investigation or information request,

in connection with the Land.

6.5 Tiaki Wai must undertake a site specific risk assessment and prepare (and update as required) a site specific safety plan for its use and occupation of the Land. Such plan must address any risks the Council identifies to Tiaki Wai.

7. TERMINATION

7.1 This agreement has a term of 5 years from the effective date of the Transfer Agreement unless earlier replaced or superseded for particular land by the registration of a registrable interest in land, including but not limited to a transfer of title from the Council to Tiaki Wai, an easement, or other interest that provides Tiaki Wai with suitable access and use rights.

7.2 Not less than 90 Working Days before the expiry of the timeframe in clause 7.1 either party may request that the term of this agreement be extended for a further period. The parties must engage in good faith and the Council must not unreasonably withhold or delay agreement to an extension to the extent the agreement remains reasonably necessary and relevant land has not yet been transferred.

8. DEALINGS WITH LAND

8.1 If the Council intends to dispose of the whole or any part of the Land to a party other than Tiaki Wai:

- (a) the Council must advise any prospective purchaser of the existence of these Access Terms, and provide details of the same in any agreement for the disposal; and
 - (b) before the completion of any disposal, the Council must at its cost obtain from the purchaser a deed of covenant in favour of Tiaki Wai (in a form
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acceptable to Tiaki Wai) agreeing to be bound by the provisions of these Access Terms.

9. COMPLIANCE WITH STATUTORY REQUIREMENTS

- 9.1** Tiaki Wai must at its own expense comply with all Laws and regulations including requisitions by any competent authority, in respect of the Assets and any works on the Land. In particular, but without limitation, Tiaki Wai must take all practicable steps to ensure that any person in or on the Land or in the vicinity of the Assets is not harmed by any hazard arising from the Assets, Tiaki Wai's use of the Land or any works on the Land.

10. REGULATORY POSITION

- 10.1** The Council and Tiaki Wai have respectively signed this agreement as licensor and licensee of the Land and in their non-regulatory capacities. This agreement does not bind either party in their regulatory capacity in any way and any consent or agreement the Council gives as licensor under this agreement is not an agreement or consent in its regulatory capacity and vice versa.
- 10.2** When acting in its regulatory capacity, the Council is entitled to consider all applications to it without regard to this agreement. The Council is not liable to Tiaki Wai or any other party if, in its regulatory capacity, the Council declines or imposes conditions on any consent or permission that Tiaki Wai or any other party seeks for any purpose associated with this agreement.

11. DISPUTE RESOLUTION

- 11.1** The parties will resolve all disputes related to this agreement in accordance with the dispute resolution provisions in the Transfer Agreement.

12. GENERAL

- 12.1** If any part of this agreement is held by any Court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination will not impair the enforceability of the remaining parts of this agreement. The invalidity of any part or provision of this agreement will not affect the enforceability of any other part or provision of this agreement.
- 12.2** The parties acknowledge and agree that certain covenants set out in this agreement will continue beyond the expiry or sooner determination of this agreement for the benefit of the parties notwithstanding expiry or sooner determination of this agreement.
- 12.3** No amendments, variations or modifications to this agreement will be effective unless made in writing and signed by or on behalf of each of the parties.
- 12.4** This agreement may be executed by scan, and in any number of counterparts all of which will be deemed an original and together be taken as a single instrument.
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12.5 Each party irrevocably consents to the signing of this agreement by electronic signature(s) in accordance with the Contract and Commercial Law Act 2017 and agrees to be bound if this agreement is signed by electronic signature(s). If either party signs this agreement by electronic signature, they must, if requested, provide separate written confirmation to the other party that:

- (a) the electronic signature was legitimately applied with the relevant authority;
- (b) the signatory has full knowledge of the contents of this agreement and intends to be bound by it; and
- (c) the electronic signature complied with the requirements of section 228 of the Contract and Commercial Law Act 2017 (if applicable).

12.6 Clause 12.5 of this agreement does not detract from the Contract and Commercial Law Act 2017 nor does it limit the ability of any party signing this agreement by any other means so permitted at law.

SIGNATURES

SIGNED on behalf of **HUTT CITY COUNCIL**
by:

Signature of authorised signatory

Signature of authorised signatory

Name of authorised signatory

Name of authorised signatory

SIGNED on behalf of **TIAKI WAI LIMITED** by:

Signature of director/authorised signatory

Name of director/authorised signatory

SCHEDULE 1

RESERVE

LAND USE	NAME	LOCATION	VALUATION ID	RECORD OF TITLE	LEGAL DESCRIPTION
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FREEHOLD LAND

LAND USE	NAME	VALUATION ID	RECORD OF TITLE	LEGAL DESCRIPTION
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SCHEDULE 3

EASEMENT INTERESTS

EASEMENT INSTRUMENT	PURPOSE	REGISTERED OWNER	RECORD OF TITLE	LEGAL DESCRIPTION
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APPENDIX 4

SWAPS VALUATION PROTOCOL

The Swaps Valuer will determine the mark-to-market valuation of each Swap in accordance with the following inputs.

1. **Valuation Date (Yield Curve Date):** 30 June 2026
 2. **Yield Curve Time:** 5:00pm (NZT)
 3. **Swap Curve Source:** Bloomberg CRV function sourcing NDBB3M, NDBB6M, NDSWAP 1-10 mid-market yield-to-maturity (YTM) mid-market rates
 4. **Accrued Interest:** Included from the most recent rate-set date to the Valuation Date
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APPENDIX 5

PROCESS FOR RESOLVING ABANDONED ASSETS OWNED BY THE COUNCIL

1. Introduction

- (a) This schedule documents the agreed process for progressing and resolving the identification, review and transfer status of decommissioned or abandoned water services assets that remained in the ownership of the Council as at 1 July 2026. It is also intended to support decision-making generally in relation to decommissioned or abandoned assets, post 1 July 2026.
- (b) It operates as a stand-alone process, separate from the Transfer Agreement.

2. Purpose and relationship with Transfer Principles

- (a) The purpose of this process is to inform how assets which are not currently used for the provision of water services are treated by the Councils and Tiaki Wai beyond 1 July 2026. While those assets will not transfer to Tiaki Wai on 1 July 2026, the parties have agreed that further work is warranted to review the nature and status of those assets, as it is recognised by the parties that some assets that are not currently used for water services (abandoned assets) could be used by Tiaki Wai in the future.
- (b) This process has also been prepared to provide opportunities for the Council and Tiaki Wai to agree respective roles and responsibilities in relation to any abandoned assets that will not transfer to Tiaki Wai, including any responsibilities relating to decommissioning activities required to ensure any abandoned assets are made safe for either the Council, Tiaki Wai and/or the community.

- (c) In preparing this process, the parties acknowledge that the Transfer Principles included the following statement in relation to abandoned assets:

It is understood that the assets will transfer on an "as is, where is" basis, but this is not to provide an opportunity for the transfer of assets that are no longer used for Water Services, or assets that are decommissioned and/or abandoned.

- (d) While that statement was agreed by the parties, through the asset identification process several categories of abandoned assets have been uncovered. Given the uncertain status of these assets, it was agreed that those assets would not transfer on 1 July 2026 to Tiaki Wai, to allow for further reviews to be completed, which will inform the eventual approach to asset ownership and associated responsibilities.
- (e) The parties acknowledge that this process requires good-faith collaboration between the parties and their officers and/or consultants.

3. Identification of Potentially Abandoned Assets

- (a) The parties will develop and agree an approach that will result in a record of potentially abandoned assets being documented (either by way of list or GIS layers), and then identify whether those assets fall into one of the following categories:
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- (i) Decommissioned (to relevant industry standards), with no further action required;
 - (ii) Abandoned, disconnected from network;
 - (iii) Abandoned, connected to network; or
 - (iv) Abandoned, further review required.
- (b) The list of potentially abandoned assets should include, where possible, the following information: asset type, asset identifiers, location, current or potential future water services purpose, and any known risks.

4. Review Framework

- (a) Once the list has been prepared by the Council, the Council and Tiaki Wai will develop and agree a Review Framework, which will address:
 - (i) the assets that require review;
 - (ii) the scope of that review;
 - (iii) any information requirements to inform the review;
 - (iv) the methodology for completing the review (which will be asset-dependent, and potentially involve site-visits);
 - (v) the party that will lead the review;
 - (vi) timing; and
 - (vii) cost allocation between the Council and Tiaki Wai.
- (b) The parties should ensure that the Review Framework is developed with appropriate staff input, including knowledge of the assets concerned (where possible).
- (c) All reviews will be undertaken as a post-establishment activity and may be grouped by asset class for separate councils, or more than one council, for efficiency reasons.

5. Post-Review discussions

- (a) Following the completion of all reviews, or as otherwise agreed following the review of specific assets or groups of assets, the Council and Tiaki Wai will consider the review findings.
 - (b) The output, for each asset, will be a recommendation as to the appropriate treatment of the asset. Those recommendations are to be one of two categories: (1) do not transfer, or (2) transfer to Tiaki Wai.
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- (c) The recommendations will be provided to both parties in writing, for consideration.
- (d) In the event that the recommendations made by either party differ, then a summary of the reasons for any difference will be prepared and agreed between the parties, and presented for final decision in accordance with clause 7.

6. Final decisions on recommendations

- (a) Unless a specific exception is agreed by both parties, formal decisions on review recommendations will be made jointly by the Chief Executives of the parties (or their delegates).
- (b) Where an asset is agreed to transfer to Tiaki Wai, the parties will agree on the terms of transfer, including any required transition process and provision of any records relating to that asset. The relevant assets will be documented and will transfer using the wash-up mechanisms in the Transfer Agreement, with any conditions or exclusions as to liability or other matters to be recorded. Tiaki Wai is not expecting there to be any consideration payable by Tiaki Wai where it is agreed that the asset will transfer to Tiaki Wai.
- (c) Where an asset is not agreed for transfer, ownership and any associated responsibilities will remain with the Council. However, the parties will discuss in good faith and seek to agree any next steps, including, where appropriate, any potential remediation or decommissioning, and the terms on which those actions may be achieved or contributed to by the parties.

7. Dispute Resolution

- (a) If the parties are not able to reach agreement on any matter addressed under this process in good faith, an independent expert may be appointed (by agreement) to provide a binding or non-binding recommendation to the parties.
 - (b) Where a binding recommendation is sought, both parties will accept and implement that recommendation. If a non-binding recommendation is sought, the parties agree to consider any recommendation in good faith, prior to making a final decision.
 - (c) The parties will share, equally, the costs of appointing any independent expert.
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