

## Submissions to Better Off Funding - Consultation 2022



Submission #	Notes	Respondent name	Town	Comments provided
1		Irene Sarah Harris	Te Aroha 3320	Reject Better Off funding offer for three waters, the risk to us is too great
2		Judy Williams		NO
3		Graeme Hunter	TeAroha	I do not support the Three Waters bill . The selling of the people's asset to the central Govt is not acceptable.
4		Tracy Overdevest	Mangateparu	I wonder where the govt is accessing this money to give to councils to spend on projects that are determined by the govt.   The tranche 1 seems to be a sweetener to keep this govt in power for the next election. They way they are going, there could well be no Tranche 2.   With the way the govt seem to u-turn on their promises to allow councils to make up their own minds on 3 waters, then just go ahead and ignore councils who reject the current 3 waters proposals, can the govt be trusted to not use the tranche 1 money accepted by councils, as a lever to implement their proposed 3 waters scheme. This govt can not be trusted, i'm afraid.  Surely with a current national financial down turn, projects to beautify towns should be put on the back burner and projects important to infrastructure and roading, for example, should take priority. I realise the govt Better off Funding doesn't cover such things.  Thank you for your time and careful consideration in this matter.
5		Diane Robinson	Te Aroha	The control of water must remain under local control and the council must not weaken and give up its control to what looks like a large amount of money. When control passes to central government they can do as they please. Just think about the stupid mandates and lockdowns which crippled the country. They are now attempting to control one of our basic life needs even to the point of treating water tanks filled with rain water off roofs. No thank you. This money incentive must be seen for what it is; a massive bribe. We want council members to stand solid and reject this attempted take over of our important resource and rate funded infrastructure. We oppose strongly and demand council reject this bribe.  Diane Robinson
6		Denver Robinson	Te Aroha	This is one of the major steps to the complete and utter loss of our sovereign rights to a free life in this country. It is control over one of the absolute necessities of life (water) by a centrally controlling Government which has made their position abundantly clear concerning the rights of individuals in this country. As rate payer of many years, we have contributed greatly to the water infrastructure of our district and we have elected council members to uphold our rights and safeguard our assets against intrusions by other entities. This is an absolute bribe and each and every council member is entrusted by members of this community not to give away 'valuable assets' in return for a heap of rapidly inflating Fiat Currency. In other words the wheel barrow of cash the council expects to get will be pretty much worthless against the hard, physical assets that rate payers over many decades have contributed to and built up. Resistance to this insidious takeover of the countries assets by this Socialist (communist) government has got to be halted and it has to start at 'grassroots level' which is at local council and rate payer level. We as rate payers demand that this insidious bribe to give up control of local waters is dismissed. Each and every council member is going to be held personally responsible and accountable for the action (vote) they take on this matter so please heed the stance of the majority of rate payers whom I know to be utterly against this move.  Denver : Robinson
7		Gord Stewart		Council needs to consider what is in the best long-term interests of the community. This includes current residents of all ages and future generations.   Council should say "Yes" absolutely to accept funds now. There are no risks involved. Council can continue to bash Central Government on Three Waters without consequence.  The money should have a focused use for greatest impact not a 101 projects that would partially satisfy many ends, but accomplish little of real consequence.   Decades ago, district fathers and mothers if there were any back then gave Matamata (for example) an eternal legacy with Centennial Drive (and then Tom Grant Drive). The same is possible now a comprehensive safe-cycling network for all four town centres in the district. Current councillors would long be remembered for such vision.  Spending money on this would be a practical response to one of the Government's three criteria for use of Better Off Funding (BOF): Support communities to transition to a sustainable and low-emissions economy, including building resilience to climate change.   Such a cycling network will help get kids to school safely (fewer cars on the road, less congestion at school drop-off and pick-up times); encourage adults to cycle to the shop, caf�s, visit friends (reducing pressure on parking in the CBDs), and cement the district as a leader in the much needed and growing area of low-impact/eco-tourism.   There are no quick and easy wins here. Significant funding will be required to do it right. Council should use BOF monies along with any received from Waka Kotahi toward much needed on-road bike lanes, off-road paths, road-sharing markings, decent signage, and adequate bike racks all around.   All this will surely bring significant benefits to the local economy through visitors and tourists in search of lovely scenery, hospitable small towns, great caf�s, and safe and enjoyable cycling. The Haurak Rail Trail is a jewel, but at present is fragmented due to the near absence of cycling infrastructure within the town centres. Council should complete a Te Aroha-to-Morrinsville cycle trail and connect Waharoa to Matamata without delay to broaden the trail network and cycling opportunities (again using the same funds, dipping into Tranche 2 when available). Arguably, cycle tourism could do more for the district's economy than a high-end spa in one of its town.   Such a cycling network will provide for residents on a day-to-day basis and, added to the HRT, be a real drawcard for visitors and tourists something council could be proud to promote to the country and beyond.   All of this responds to another of the Government's BOF criteria: support local place-making and improvements in community well-being.   Some of the second tranche of funds should go toward brownfield and in-fill housing development (the third Government BOF criteria). Development now generally caters to local residents moving up and cashed-up buyers moving in. Generous sections, oversize houses, high fences carving up fertile farmland around the edges of our towns. There is barely a nod to a more compact urban form, let alone innovative people- and climate-friendly housing options. Council needs to incentivise provision of comfortable, affordable and sustainable housing for young people starting out, first-home buyers, and people destined to be long-term renters. There are innovative approaches possible; this does not include the three three-storey houses per section proposed by Labour and National.   The district needs elected officials who will truly deliver on the long-term interests of the community. We don't need any more Central Government bashing or stealing our assets rhetoric that distracts and takes time away from working effectively at the local level.   Take the money. Use it for the above-mentioned purposes. Make the district a 21st century leader.  
8		Patrick John Shallue	Te Aroha	Vote No.  It is an extremely minute gain for a huge loss and exposure to higher costs of which we have no control over.   It has been decided already by central government , money dished out , jobs already allocated so with that , democracy goes down our stormwater drains ; metaphorically speaking .  A sign of things to come , we should be very afraid.  Vote No .
9		Diane Stewart	Te Aroha	Vote no.
10		Lynda Shallue	Te Aroha	We vote No .  Do not accept the funds , it is a bribe and not democratic.  We should be responsible for our district , and how it is managed as every area of New Zealand has its unique problems and attributes .  We must maintain the management of our resources .  This has not been a consultative process, submissions have been ignored and despite being told otherwise at the outset, the conclusion was already predetermined at the commencement.  Why else is there already staff engaged at various Councils whose job title includes the words "three waters".   We expect Council to keep the management of our assets in our hands .  A lot of the governments facts and figures are questionable , that being the case , we should be even more concerned.  Lynda Shallue  
11		Megan wallace	Matamata	Do not accept the money as the risk to Council is too great, especially as the agreement says, that by acceptance of the fund means that you will not oppose the 3waters reform.
12		Kay Hansen	Te Aroha	NO
13		Mary Hansen	Te Aroha	DEFINITELY NO   

Submission #	Notes	Respondent name	Town	Comments provided
14	Duplicate of Submission 159	John Wilson Harris	Te Aroha	I strongly suggest that you, as Councillors, do not accept the Better Off offer of \$4.32m from the government, especially if you wish to continue fighting against the 3 Waters reform process, as there is, in my opinion, a very high level of risk to both your selves and the ratepayers, if any payments from the DIA are stopped, due to non-compliance with the intent and wording of both the LGNZ Heads of Agreement and the Funding Agreement. This could conceivably result in the Council having to fund the project out of ratepayer's funds and compounded by possible contractual disputes, in the event of late monthly payments, even if the payments by the DIA continue, but if funding is stopped, the contract would have to continue, or the Council could face legal cases against it by the Contractor. In both situations, the ratepayers will be the losers. My opinion is based solely on the belief that, given the government's desire to get this legislation through quickly, with their very real threat of mandating it, if necessary, it would be extremely doubtful that they would prepare two formal agreements, the Heads of Agreement with LGNZ and the 'Better Off funding acceptance agreement, without checking that it was watertight. Remember the government's mandate over Maori Representation on Local Government, in spite of the extremely strong public opposition to it. The old adage is as accurate today, as it was when first stated, 'There is no such thing as a free lunch' and \$17.27m is a pittance against the real costs of the three waters infrastructure. The more recent media saying, although related to Climate Change, 'You will be remembered for your actions, not your thoughts', is still of particular relevance in this specific context, especially if you advocate that the fund be used for anything other than the 3 Waters infrastructures. What sort of message would that send to the ratepayers and wider public, and begs the question, would you personally, accept, say a \$20,000 offer for your house, with the condition that while you still own it, it will be rented out to anyone in order to make money to fund other people's houses, not necessarily in your own area, and you will have no say in any of this, but you still own the house. WHAT WOULD YOU SAY TO THAT OFFER AND HOW WOULD YOU EXPLAIN IT TO YOUR FAMILY?
15		Shani Renwick	Tahuna	NO
16		Edith Doran	Te Aroha	They must answer NO
17		Erin Bay		Do not take the better off funding this will commit you to the Three Waters reforms and handing over our local water assets
18		Greg		NO to the Better off Funding. NO to the Three Waters Reform. NO to fluoride in the water! NO to Bribery, coercion and manipulation by the Government. NO contract with the government. What secrets are behind the government funding? What else are you contracting us the communities to by accepting this bribe? Complete transparency. There are politicians and other government staff members who have stepped away or are speaking out about what is the truth behind the agendas the government are pushing. By accepting this 'funding' you are contracting that the government has controlling rights whenever they decide they want it, over whatever they want. Accepting their funding is accepting their way of life. No, stand up and say no. Enough is enough of the corrupt system that is the government. Our council should be for the people of our community. For the past few year I haven't seen much community support from select council members. As like the politicians, you who are on the council are put in place by the people, yet we see a lot of what the people want over looked, for what?! Money, under the disguise that our communities will be 'better off'. Consider that our communities are pretty wealthy and the members of that community would back 100% something they believe in. If there is a monetary need, put the call to us to fundraise. We don't need to accept the Government's bribes. Consider that we are a farming community and majority of farmers are against three waters. Consider that the three waters reform has already caused a divide among the races in our community, this divide will only worsen if three waters goes ahead. Wake up there is little to no chance of fighting three waters after taking this 'better off funding' call it what it is a bribe. We need to stand together and take back controlling rights of ourselves and our communities. Bring us together, not divide us.
19		Josey		NO to the Better off Funding. NO to the Three Waters Reform. NO to fluoride in the water! NO to Bribery, coercion and manipulation by the Government. NO contract with the government. What secrets are behind the government funding? What else are you contracting us the communities to by accepting this bribe? Complete transparency. There are politicians and other government staff members who have stepped away or are speaking out about what is the truth behind the agendas the government are pushing. By accepting this 'funding' you are contracting that the government has controlling rights whenever they decide they want it, over whatever they want. Accepting their funding is accepting their way of life. No, stand up and say no. Enough is enough of the corrupt system that is the government. Our council should be for the people of our community. For the past few year I haven't seen much community support from select council members. As like the politicians, you who are on the council are put in place by the people, yet we see a lot of what the people want over looked, for what?! Money, under the disguise that our communities will be 'better off'. Consider that our communities are pretty wealthy and the members of that community would back 100% something they believe in. If there is a monetary need, put the call to us to fundraise. We don't need to accept the Government's bribes. Consider that we are a farming community and majority of farmers are against three waters. Consider that the three waters reform has already caused a divide among the races in our community, this divide will only worsen if three waters goes ahead. Wake up there is little to no chance of fighting three waters after taking this 'better off funding' call it what it is a bribe. We need to stand together and take back controlling rights of ourselves and our communities. Bring us together, not divide us.
20		Stephen Cope	Matamata	Please do apply for Better Off Funding. Whether or not the Three Waters Reforms proceeds we will still need funding for our planned water infrastructure upgrades. There is no sense leaving Central Government money on the table that will instead have to be made up from Rates.
21		Alethea Warren		NO to the Better off Funding. NO to the Three Waters Reform. NO to fluoride in the water! NO to Bribery, coercion and manipulation by the Government. NO contract with the government. Accepting their funding is accepting their way of life. No, stand up and say no. Enough is enough of the corrupt system that is the government. Our council should be for the people of our community. For the past few year I haven't see much community support from select council members. As like the politicians, you who are on the council are put in place by the people, yet we see a lot of what the people want over looked, for what?! Money, under the disguise that our communities will be 'better off'. I call b*****t. Consider that our communities are pretty wealthy and the members of that community would back 100% something they believe in. If there is a monetary need, put the call to us to fundraise. We don't need to accept the Government's bribes. We need to stand together and take back controlling rights of ourselves and our communities. Bring us together, not divide us.
22		MIKE RABBITT	Te Aroha	I am totally against the 3 waters proposal. I think the council should be investigating other options.
23		Kris Rabbitt	Te Aroha	I would like the council to vote NO to the Better Off Funding.
24		Lisa	Te aroha	Please consider what rate payers say I and our house hold of 6 say no to accepting this bribe.
25		Lynne	Te Aroha	Three Waters full stop. I do not consent to Three Waters and deeply oppose government bribery.
26		Teri	Morrinsville	I oppose council applying for this money. You can always guarantee that this money (especially how much is available) is not just given in good faith. You have to always read in between the lines and no matter how staunch we are with our stance against 3 Waters, this money has big repercussion if we do go apply for it. Consider elections next year, New members... new ideas there's just so much to factor in. Money is good but it's not everything. We have an awesome community whom would get behind and show that we are able to Comme together and donate, fundraise, whatever instead of taking this funding. We got this MPDC
27		Robert Cookson	3380	Do not accept the Better Off Funding.
28		Sarah-Jane Bourne	Te Aroha	Do not accept the Better Off Funding.
29		Penny Claridge	Te Aroha	ABSOLUTELY NO TO TAKING A BRIBE AND GIVING AWAY OUR WATER RIGHTS. I strongly object to the water reform/3 waters - it's not your asset to give, sell, take a bribe about. It is the people's asset. No no no. The only people that will be 'better off' will be the ones who steal our assets off us. You were voted in by the people to be good stewards. DO NOT TAKE THE BRIBE and sell out your people.
30		Leith Vickers	Te Aroha	I object to government controlling local water assets.

Submission #	Notes	Respondent name	Town	Comments provided
31		Lyn Warren	Te Aroha	Say NO !!!!!
32		Tracy Fawcett	Walton	No
33		Michael Fitz	Walton 3475	No
34		Khushmeet Sidhu	Te Aroha	No Please donor
35		Arvinder singh	Tearoha	No
36		Lauren Grace	Te Aroha	No
37		Varinder Sidhu	Hamilton	No, Don't take it
38		Ronald Kemp	Morrinsville	Provided Council can spend the money on projects already identified in the 10 year plan, then Council should grab the money with both hands. With the current Labour Government ready to acquire Council assets with a total disregard for the ratepayers that have paid for these assets, it is not the time to let principles get in the way of sensible decision making.
39		Howard Llewellyn Harrison	Te Aroha	Council must distance itself from this bribe. There will be too many conditions attached to it. The money will have to be paid back after the next election if we want to retain our 3 waters. We do not gain anything by being as immoral as Mahuta.
40		Jennifer Ann Harrison	Te Aroha	It would be both immoral and unethical to take money that is essentially a bribe. The council cannot take this money and still be against the theft of our 3 waters. We should have nothing to do with this government. They have shown themselves to be amoral. We are more honorable, more decent than that.
41		Kim Coughy	Te Aroha	No. Don't apply,
42		James Murcott	Morrinsville	Please do NOT even consider the Better Off Funding. This shows the true nature of this Labour government; giving away money WE CANT AFFORD to garner favour over a 3 waters proposal that has already morphed into a 4 waters reform. Bribery is the only word for this.
43		Stuart. Husband	Morrinsville	NO I do not want Council to except this money and this is only for a bride and it will come with enormous fish hooks.
44		Stephanie O'Hara	Te Aroha	Firstly join with the other 32 councils opposing 3 Waters. Then figure out how you can all take the bribery money legally but siphon off the equivalent amount. Agree to use this siphoned off amount to create a fund to continue fighting 3 waters. It should be a substantial amount if 32 councils are involved. If this is not able to be done legally then my conscience tells me not to touch the dirty money but my logic tells me to take it but not use it unless it's to oppose the system. I'm hopeful this whole sorry saga will be sorted intelligently if the government changes sensibly at the upcoming election. Hold off for as long as possible!
45		Graeme Butler	Morrinsville	Their and our future. Think long and hard. Make the correct choice. \$4 million (or \$17) will not supply many homes with water if three waters is allowed. The assets are worth 10+ times what council are getting offered. The rate payers have already paid for the assets. Then Govt wants to buy assets for 10% of worth (taxpayer funded- rate payers too). So the rate payers get to pay for the same asset twice and loses any say in the assets. Say No to three waters. Say no to the bribe money.
46		Annie Barker	Morrinsville	Apply for it, use it for the reforms which need to happen. Don't use it for anything else.
47		Steve	Morrinsville	No ....no to funding.
48		Su Jean Elgar	Morrinsville	No?...do not apply for funding...stop 3 waters...we don't want this government or any other entities to be in charge of something I've already paid for...no to funding
49		Jason Fisher	Te Aroha	I don't think the council should accept any funding that has ties to the Three Waters Reform. The reforms are not needed or wanted. This decision should be put to a community vote, not decided by councilors.
50		Dave Mc Neil	Te Aroha	After reading and knowing about Three Waters, accepting this money is leading us into a contract with a government that has a train wreck of broken promises. Water is the cycle of life, our body has a huge amount of water which makes us who we are. Nobody has the right to own or control your grandchildren or my grandchildren or us as people. To simply hand it over to a corporate company that are all smoke and mirrors, deception and lies. My gut feeling, what about yours? Our water system is fine. Looking at their wording and legislation the first payment is a poison carrot to me. Te Aroha has really good water, their wording in their contract we will enter into, they do not need to pay us anything more after the first payment. So I say a big no as you can't drink concrete, plants or any other structures. I'll have water thanks.
51		Maree Burns	Te Aroha	If council accepts even 1 cent of this funding then you have consented to 3 waters. We need to stand strong and not take the funds to ensure we hold onto our own assets!
52		Wilma Robinson	Te Aroha	By accepting any form of payment for our water asset, it indicates that you have accepted the government's proposal, just as if a customer part pays an account saying that is all they will pay - if you bank that cheque it legally means you accept their offer, where refraining to bank it means you do not accept their offer. I don't agree with the 3 Waters proposal in any shape or form, therefore no payment should be accepted. It is a crime that the government is confiscating assets for less than they are worth.
53		Debbie Tarrant	Morrinsville	Political independence- no to accepting bribes
54		Abbie Robinson	Te Aroha	Hello, Abbie Robinson here speaking my view on the 3 Waters reform and "Better off funding". I 100% believe we should not be taking this Government's Bribe of "Better off" funding for the following reasons, 1. Under the Three Waters proposal, the Government intends to take ownership of local ratepayers' water assets for a fraction of their value. Local councils will suffer the loss of the assets' values and also lose control of them. We will be charged for water over and above our existing rates. The new owners and operators of the water assets will not be accountable to local ratepayers. The boundaries of the new water control agencies fall along Iwi lines. 2. Timaru, Waimakariri and Whangarei District Councils have asked the High Court to define "property rights" as the Government appears to be acting illegally. If allowed to expropriate these assets for well under their fair value, the security of all private property rights will be at risk. 3. The Government has offered the MPDC \$4.32 million as the first instalment of better-off funding. This is a sweetener, or bribe to induce our council to accept the theft of our assets. There are strings attached, naturally. This money is to be used for beautification projects and not core Council services, let alone water services. 4. The control of water assets and so access to water itself is at stake. Water is the basis of individual life and the economic flourishing of our farms and our homes. The Government's ultimate intention is to control access to water and pass ownership of our water to a small unelected and unaccountable group. Overall if we were to take this bribe, we are giving full consent that we approve of the 3 Waters Reform and in doing so lose total control of our most valuable assets we rate payers and council own, also this would give us no leg to stand on in the future to prove the Government is acting illegally. We will not be "better off" Do the right thing! Abbie Robinson
55		Shaun Leslie	Morrinsville	Say hell no
56		Judith Munn	Matamata	I understand the temptation for a hand out when there are projects that need funding but feel there is a principle to be considered. It seems inherently hypocritical to oppose the Three Waters Reform, whilst at the same time putting our hand out for money that is specifically designated to transitioning this reform. I believe it would inevitably weaken our voice of opposition, and do not trust this government to take that stance.
57		Alastair Nelson	Morrinsville	They shouldn't do it. Stuff 3 waters and any money associated with it
58		Daryl Smith	Matamata	Please reject this at all costs. A public meeting perhaps? At night not during the day when most of your rate payers are at work.
59		Laurette Strude	Waitoa	No, I don't agree with accepting anything to do with the 3 waters reform
60		Gayle Dickson	Matamata	I would carefully read the fine print. This sounds like a bridge payment to me! Do I trust Mahuta? No!
61		Colin Kelly	Te Aroha	No - This Government is rotten to the core and I don't believe there won't be hidden fish hooks!
62		Ian Ridsdale	Te Aroha	If you are firmly against 3 Waters, as you state, the funding should be accepted. Do not go near it. Once you have accepted it they have bought you...no matter how they present you!

Submission #	Notes	Respondent name	Town	Comments provided
63	Duplicate of Submission 62	Ian Ridsdale	Auckland	If you are firmly against 3 Waters, as you state, the funding should be accepted. Do not go near it. Once you have accepted it they have bought you...no matter how they present the facts to you!!
64		Joe Jessup	Morrinsville	Do not apply.  To do so would be akin to giving them the mandate to proceed. It is inevitable that they use the stats of acceptance to push forward, regardless of documented objections.
65		Kay Tappin	Matamata	Dont take it.
66		peter jacobson	Matamata	From the outset I do not support the proposed three waters.  I also believe that it would be extremely hypocritical of council to accept Tranch 1 while opposing three waters.  I believe that the council needs to maintain its integrity in this matter.
67		Robert Lowe	Morrinsville	I object to the Three Waters Reform, and don't want any money that associated with it. If funding is accepted then it can be interpreted as a tacit agreement of the three waters reform. Government should respect the council view and allow them to retain and control all the water assets that have been built up over the years.
68		Clare Gallagher	Matamata	Has to be NO. Take the money and end up like the journalists â€” do not criticise the Govtâ€™ fund.  You will be accepting nepotism by the Minister and her ilk. No selling us us out, who pay your salaries/wages
69		David d'Abo	TEAROHA 3391	no council knows what is required for their district's funding sounds like a bribe!! better we all work to remove this government
70		Jan Wilson	Matamata	Keep fighting against three waters reform. It must not happen. Donâ€™t take money if continuing to fight it will be compromised in any way
71		Justin Scelly	Matamata	I donâ€™t think the council should accept the funding given the opposition to three waters. Accepting the funding could compromise the councilâ€™s position.
72		David Arnott	Morrinsville	As I understand it, this funding has fish hooks attached to it. For instance once accepted the Council will be unable to criticise the Governments handling of Three Waters.   I also feel that by accepting the money the Council is giving tacit approval to this Government initiated asset grab/theft of rate payers property.  Any decision should be deferred until the new council is elected.   I as a ratepayer, would be totally against accepting this cheap buy off. By either the current Council or the incoming Council. 
73		Jacky Overdevest	Morrinsville	Surely, in accepting the Better Off Funding, Council is making it easier for government to steal the assets our community has developed and maintained over many decades? "Gifts" like this rarely come without strings attached. Don't do it. Don't let government steal these valuable assets from us.
74		Ben canuel	Matamata	I object to the three waters reform , and donâ€™t want money associated with it. 
75		Ash Hows	Morrinsville	It's a big NO from me. This Government is hell bent on spending money to try and win votes at the next election. Just consider that handouts are depleting more money from more needed causes such as health and education.
76		Keith Robert Allison	MATAMATA	Accepting the funding while opposed to the project seems hypocrisy, National have said they would scrap the idea if they come into power, What happens then to the monies accepted. Next election will be close and we and others will then be subject to a concern about the monies received .We should have the resolve tp stay with our opposition in my view,
77		Geraldine Rosemary Fibdlay	Matamata 3400	In the strongest terms imaginable I do not and cannot support this IDEA for our Council to accept what is and shall be a Labour government BRIBE.
78		John Findlay	Matamata	Please do NOT accept this funding. It is out and out bribery, so be principled and do not accept it. You can be sure that this corrupt government will claim it as a victory for the scheme if MPDC accepts it.
79		Dianne McKinnon	Morrinsville	P.S.   Consider "The Flow-On Effect". of being a team player.
80		Dianne	Morrinsville	I would like the Council members to consider the reasons for the idea of improving the district's, and consequently the whole country's, Water situation, rather than taking a political stance against the general proposal. In spite of a prominent local Council member stating early on in the 3 Water's debate that "the rivers in our area are all swimable", I have yet to identify one I would swim in.In my opinion it is time to Really Realise the importance of the whole country working together on such a critical issue as Water, and endeavour to improve a situation we have all ignored, and continued to abuse, for far too long. There are dedicated, concerned, caring people in every district who have tried to bring awareness to how to restore the whole water scenario. It is time to put politics aside and work together on the opportunity to finally move forward. I suggest starting with a visit to really look at the Piako River, for example, then visit an area which is supporting Water reform and how they are coping and assisting with the original concept of betterment for N.Z.
81		Neil Denby	Matamata	If accepting the funding in any way is seen as a precursor to accepting the illegal 3 waters theft, then I say no. Otherwise, I have a good use for some of the money.
82		Keith Robinson	Te Aroha	There has to be full consultation with the ratepayers/owners of 3 waters, and a vote - either yes or no, as to whether or not we take the "better off" payment/3 water bribe money, by the rate payers. WHY? Because that was what was decided by the mayor and councillors at a meeting I attended in relation to the better off payment/3 water bribe. We have had no consultation and there is no vote in this current process rolled out. It is irresponsible and undemocratic to allow this process to determine whether or not we take the better off funding/3 water bribe! I want to be heard, and I ask for full consultation and a democratic vote. It is not your job to make decisions of this magnitude, with such huge consequences on our behalf! I would like to know why the council did not stick to the process they agreed on in the meeting I attended, on how we go about making the decision to take the "better off" payment/3 water bribe?
83		Bryan Frost	Morrinsville	Anything which limits your decisions re funding projects should not be considered.  There appear to be restrictions,if you accept the "grants". Are you able to source other funds at commercial rates in the future?  Who will oversee whatever project you are considering? Central Government?  What input are ratepayers allowed in the future and how will my rates be affected?
84		David King	Te Aroha	Accepting money carries restrictions on where it can be spent which may not match MPDC priorities. Also, would acceptance of money mean that MPDC thus supports central govt 3 waters.
85		Ray Cattle	Matamata	It has been forced on us. Little or no consultation. No mandate.
86		Michelle Parkin	Morrinsville	Whatâ€™s in the small print? Will the council need to report projects to government. The cost & time to do this? Will the council become interdependent? Project overspend. Continual reliance on Government. Free money is never free, there are always hidden implicationsâ€;
87		Helen Swan	Matamata	A â€œpart paymentâ€ can be misconstrued to be a final acceptance if the recipient accepts the part payment.  Ask why these monies have been offered to councils when the Three Waters proposed legislation is a long way from being acceptedâ€! bribery or quasi approval?  Beware the bearer of gifts.
88	Duplicate of Submission 87	Helen Swan	Matamata	A â€œpart paymentâ€ can be misconstrued to be a final acceptance if the recipient accepts the part payment.  Ask why these monies have been offered to councils when the Three Waters proposed legislation is a long way from being acceptedâ€! bribery or quasi approval?  Beware the bearer of gifts.
89		Laurel Amon	Te Aroha	When checking footpaths look at Grace Ave. Several years ago council decided to plant tress between footpath and road. Any idiot could have seen not enough room. Now the branched encroach out onto the street and the concrete in front of No 15 has been pushed up by the tree roots leaving quite a lip across the path.
90		Lyn Harris	Te Aroha	Taking the better off funding is a trade off for the 3 waters reforms.  Read the fine print and please present the " hooks" so the general local population can be advised to provide informed feedback.  What is the legal opinion on this proposal.  What are the proposed frameworks for this money in the matamata piako motu.  If accepted this should not be used to fund increases in "wages or associated exemplary hidden costs" for council/councilors. Projects must show an 90% benefit to the local populations including access to health care and wellbeing activities. What are these?  Please put out basic information in local papers.  It would be good to see "mayoral" candidates presenting these discussions and ideas as part of there manifesto as very timely and time critical.

Submission #	Notes	Respondent name	Town	Comments provided
91	Duplicate of Submission 90	Lyn Harris	Te Aroha	Taking the better off funding is a trade off for the 3 waters reforms.  Read the fine print and please present the " hooks" so the general local population can be advised to provide informed feedback.  What is the legal opinion on this proposal.  What are the proposed frameworks for this money in the matamata piako motu.  If accepted this should not be used to fund increases in "wages or associated exemplary hidden costs" for council/councilors. Projects must show an 90% benefit to the local populations including access to health care and wellbeing activities. What are these?  Please put out basic information in local papers.  It would be good to see "mayoral" candidates presenting these discussions and ideas as part of there manifesto as very timely and time critical.
92		Lisa Moore	Te Aroha	Iwi led initiatives in our communities and funding iwi to be able to contribute into our LTP processes and projects before we start.   An example of an iwi led initiative- I love what I see at the train station in Te Aroha with the kids. Itâ€™s really cool thereâ€™s a great spot to go, positive influences and doing some cool activities.  If anything can be done with respect to alcohol and drug addiction; as we have a problem that a stick wonâ€™t help with and healthcare funding is severely lacking. Families need support to change. Creating a safe place for kids to go, with positive role models is a great start. Maybe partnerships with local primary care is an option?
93		Michelle Thackwell	Waikato	I would be interested to know the rules on what projects we can spend the money on before being able to give an opinion but,  I think it would be prudent to be aware of trojan horses.
94		Ron Connor	Matamata	There will be a change in Government next year when this rubbish will be repealed. Concentrate on something important.
95		James		Taking the money would be *stunningly* hypocritical, embarrassingly so. Either take the money and drop the complaining, or don't take the money and miss out on funding - it's a simple decision, one you can't have both ways without derision from all sides.
96		Brian Martin	Morrinsville	Why are you opposing Three Waters Reform?
97		Marie Elers	Morrinsville	My big concern if you do apply for it, could be seen as a sign of agreement with 3 waters, no matter what they say!! Legal advice is required plus signed acknowledgment from the govt this is in no way a sign that you will agree with going ahead with 3 waters. I do not trust them on bit :-{
98		Jennifer King	Matamata	Provided there truly is no connection to 3 Waters, we could use the money to buy assets that are enduring and that benefit the townsfolk. I would like to see another supermarket here - perhaps procure land for commercial / retail use. Maybe a catch a ride service to take folk into town and take them back to their street - less cars on the road and lessen the burden on car parks.
99		Karen Semmens	Morrinsville	I don't know the answer as I don't have the critical information but,   Value of actual assets vs the offer.  Not accepting the offer - last man standing - will MPDC be offered more to get everybody on board if they are one of the last?   Once the funding offer is accepted, I suggest that MPDC would have no influence or ability to fight against the 3 Water Reform at all.   I don't have a crystal ball to see who will win the next general election but  Presumably NZs major cities (that I understand are broke/rate constrained and have aging pipes etc) will want the 3 Waters initiative so it is difficult to see another political party rescinding the legislation.  What are the risks of major cities assets being taken over and the smaller authorities being left on their own?   Any money should be allocated to the various towns/areas legally (maybe reinstate the Community Boards or develop Growth Trusts in each town) so the cash cannot be absorbed should local authorities be disbanded as well.    
100		Phil Ruck	Matamata	It's an absolute bribe to spend hard earned tax-payers money to get three waters over the line. That said, provided there are absolutely no "three waters" obligations attached to this funding I'd take it while it's on offer for the betterment of our district, otherwise wouldn't touch it with a barge pole. Beware of back-tracking. Look at what the government did after most councils spent significant time and money rightly deciding that the voluntary three waters bureaucracy was a bad idea...they made it mandatory! They can't be trusted.
101		kellie bowers	Morrinsville	I think take any and all money that has been offered on the proviso that the acceptance can in no way be construed as backing of the Three Waters. I personally do not trust the Government to offer money without promise of future commitment to Three Waters
102		Trevor Green	Matamata 3400	Provided the Government cannot come back and bite us later on, I say grab as much as we can and carry on the good fight on Three Waters.
103		Remi Jugand	Te Aroha	Take the money and stick to your guns. Read the fine print to make sure it doesn't lock us into anything we don't want. Get a legal opinion.
104		Craig Hawes	Matamata	I say apply for the funding. We pay taxes we might as well get some of it back to help build better communities. The government has destroyed our country and communities, lets get some money back of these thieves. On the other hand i do see the argument that we don't want this dirty money as it does seem that government are feeding the money out in the hope that it shuts people up, its being used as another diversion play. "slip them some money here and while they are not looking we will do what we want anyway". I don't trust this Government one bit, by handing out money they are up to something dodgy that's for sure. I'd say cautiously take the money as it is tax payer money anyway, but keep a close eye on what the govt and doing in behind it all.
105		Pete Dawson	Te Aroha	Matamata piako council should take the funding as long as it has no association in forcing the council to take on the 3 waters reform .
106		john Marks	morrinsville	take it as [ong as you can maintain stand against 3 waters
107		Peter Burrell	Morrinsville	As long as there are no strings attached, and no change of the council's published opposition to Three Waters,which I also believe is wrong,and it is a gift,not a loan which has to be repaid later,why not accept it. It will have to be repaid eventually as all govt debt will have to be repaid, so why not have something good come from this pathetic government.
108		David Sinclair	Matamata	Council needs to park it's political opinions to one side and think of the greater good of the community especially future generations.  Take the money.
109		tony ashworth	Te Aroha	my advice would be to apply for all the 'better off' funding that is available as this will help the council finances. I am assuming that if the govt take the three waters forward - which will depend on next election - this will mean the council will lose the infrastructure and staff and income. If govt is offering to compensate, go ahead. You can still oppose three waters regardless.
110		Mapuna T Turner	HAMILTON	As a Maori ratepayer I support the Three Waters Proposal - since I consider the evidence against local council in particular for sustaining and managing waters in the district as 1: culturally offensive;2: incompetent to the provision of local and wider fresh water foods eg:whitebait; eels; community down river to the Hauraki Gulf. 3:While drinking tap water in Te Aroha is better tasting than that of Paeroa, the inconsistency per town shows reform to uniformity is desirable. 4: Rates would be cheaper and not used as council bankroller profiteering. 5: Maori participation would increase nullifying pakeha lockout policies prevalent in this majority rule anti treaty democracy. 6: Honour the treaty! 7: Take the money if only to alleviate ratepayer's meagre incomes being pitted against wealthy wishes of the capital gainers.
111		Dot Veal	Matamata	The council should consider accepting the funding because this government will just keep pushing the reform through regardless. Then keep fighting the reform as much as possible. If the 3 waters goes through we will end up paying way more, so make use of the funding that they want to give away.
112		Jessica Norman	Te Arohs	Yes. Take the funding. Looking forward to Three Waters Reform taking effect. Itâ€™s so needed in our area.
113		Andrew White		I think it would be a waste to turn down the money. It could be put to good use in our community.
114		AJWillis	Morrinsville.	It seems all a bit strange and suspect to me. Is this another bribe to enable this govt to get what they want? Their track record for honesty and transparency is not good. What guarantees do council have that what is promised will come to pass?  Everyman has his price so I guess we take the money and run and hope for the best.  I support council in whatever decision it arrives at.
115		Kris West	Waitoa	I would like you to consider your smaller communities when using this funding . Here in Waitoa we pay rates and receive very little , it would be nice to have something for our community .   A community garden or a park comes to mind .   Thank you

Submission #	Notes	Respondent name	Town	Comments provided
116		Hannah Ridling	Waitoa	As we live in a rural district, we do not get access to some of the larger populated city structures, wellbeing initiatives and opportunities. Applying for this funding would enable better health and safety processes within the district, especially in a post-covid world where so many different types of struggles have arisen.
117		Ngaire Pene	Morrinsville	Accept the three water reforms. our waterways in the Matamata - Piako district council area are degraded and are only getting worse. It is clearly not, nor has it been a priority of MPDC to restore this. Accept that this can no longer go on, accept the reforms (and stop wasting taxpayers money) and get the funding available to restore our waterways
118		Stephanie Shaw Ross	Matamata	I suggest that you do apply for funding. There seem to be no disadvantages to doing so.
119		Benjamin Ross	Matamata	As there are clear benefits to applying for this funding and you have presented no significant drawbacks to applying for this funding, I would like you to accept this money and stop grandstanding.
120		Gary Tukawekai Thompson	Morrinsville	Councils investment in Maori development has been minimal for many decades. This fund is an opportunity to invest in Maori development initiatives.   Papakainga developments across the district will require water infrastructure including drinking water, storm and waste water management. \$7m should be set aside from 2023-2030 to support the design, build and compliance issues associated with the building of Papakainga.   The 13 Marae in the Matamata Piako District should have access to funding to upgrade all water infrastructure needs. And to meet current and new regulatory requirements and costs. An allocation of \$3m should be set aside for marae to design, build and meet compliance requirements.   An equal number of Iwi representatives and Council should be resourced to participate in and decide the allocation of "better off" funding.
121		Callum Patton	Matamata	Council should take the money as it won't get anything under national and it can bring forward some of the community projects such as the destination playgrounds in matamata morrinsville and te aroha
122		Tracy Livingstone	Matamata	This council needs to get a grip and stop its opposition to three waters. They have failed abysmally to maintain current water infrastructure as demonstrated by the debacle in Morrinsville. They have shown no place for future water storage as demonstrated by the town nearly running out of water the previous summer but you are happy enough to profit from it by selling it to farmers. Put your political views to one side and actually consider what we need. We NEED three waters.
123		David Reid Tippett	Matamata	Stop resisting the 3 waters reforms. Drinking water is a health issue. The supply should be regulated on a national basis. The current poor rate of candidate participation in local council elections will over time see the infiltration of council ranks by people with negative agendas such as anti fluoride campaigners, climate deniers and similar loonies. Stop referring to the proposed changes as an asset grab, which it plainly is not. Council water assets are pipes, pumps, valves etc. , all fully committed to the purpose of serving the water services of our communities. Accept that the proposed new management bodies are committed to the maintenance, development and improvement of these assets. Most of all stop the knee jerk reaction to the concept of co governance. Accept the 'Better Off' grant money and get on with spending it on projects for our community.
124		warren hopwood	Matamata	Am happy with 3 waters , council needs to get over themselves and work with government and we all will be better off.If you apply for funding please use for things that will help all of us and not just sports.
125		Jamie Lowe		Take the Better off Funding. It means cheaper rates, and rates are a killer as they keep increasing. If it means cheaper rates, then take the money.
126		Jan McLaren	Morrinsville	Apply for the funding but continue to oppose 3 waters.
127		Nicole Bonenkamp	Morrinsville	I think the council should apply for the better off funding. Although we are fighting against 3 waters, we wouldn't want to miss out on the funding if 3 waters was to go through
128		Ben Norman	Te Aroha	Yes, take the funding. Why would you not consider funding that could positively advance our community and keep rates lower! Your reasons for "no" are extremely weak in that there are rules associated with funding, of course there are. And that you as counselors oppose 3 waters and don't want money associated to it is not the voice of our community and would be extremely irresponsible.  What about those of us in our community who do support 3 waters, can we opt out of rates increases because you didn't take this funding?
129		Peter Sommerhalder	Morrinsville	Accept the funding, but keep fighting Three Waters as it stands now.
130		Terry Borchers	Matamata	Apply for the funding whilst continuing to fight the 3 Waters debacle. We absolutely need to stop centralization of 3 Waters management away from local government for the assets held by local government & paid for through our local rates.
131	Duplicate as Submission 130 and 132	Terry Borchers	Matamata	Apply for the funding whilst continuing to fight the 3 Waters debacle. We absolutely need to stop centralization of 3 Waters management away from local government for the assets held by local government & paid for through our local rates.
132	Duplicate of submission 130 and 131	Terry Borchers	Matamata	Apply for the funding whilst continuing to fight the 3 Waters debacle. We absolutely need to stop centralization of 3 Waters management away from local government for the assets held by local government & paid for through our local rates.
133		Anaru Adams	Morrinsville	Council should engage with local iwi and maori partners as to their thoughts of what funding should be used for and ascertain their views as to three waters and the better off funding.  Council should apply for the funding as the funding is not about whether council agrees or not with three waters but rather that the council and community is able to access some resourcing and funding which means that its easier for the ratepayer and allows council to invest into potential projects that were not previously able to move forward due to funding restrictions / lack of rates
134		Lisa	Morrinsville	we are better taking the first round of funding cause as you say government could change and we could be left with nothing. This will also go towards better projects for our community and remember our town is growing so it may mean the projects you have now may not be fit for purpose. It's about using money more wisely instead of sinking wasted money down the drain because a project is no longer feasible. It's not about being the best it's about doing the best for your town and those who actually live in it 
135		Lui	Morrinsville	Yes but I think we should still be against Three Waters
136		Emah Hira Matiu	Morrinsville	Consider sharing with the community - look at what Waikato District Council did
137		Timothy John Barrable	Matamata	Consider all the benefits the Better Off funding can deliver to the community regardless of support for the Three Waters reforms, which I personally don't support either. I think Council should avail itself of the funding and spend the money on improvements to the community and projects already identified in the LTP.
138		Katrina McIntyre	Matamata	This government is not going to change its mind no matter what you do. So take the money and object!
139		Derek Bown	Matamata	We should accept the money as it assists rate payers but yes definitely object. Local resource should be managed locally
140		Richard Anderson	Matamata	We pay rates. We pay taxes. If the situation arises where we have an opportunity to qualify for a distribution of those resources then it is essential that we use our entitlement wisely and to the benefit of our community.  Just because mpdc does not support a government led decision to ensure that all NZ should have equality of all water services and a safe supply of drinking water, that should not determine what we are entitled to receive.  Question for more mature and responsible council thinking:   Whose money are we talking about?  
141		Sandy Stewart	Matamata	Consider the facts. Stop being political. The projects which would be funding things that lead to a more sustainable future for our community â€¦.bike paths in town for instance. This is an opportunity. Don't throw your toys out of the cotâ€¦ just because you don't like the government in power and want to make a political statement. Do what is best for future generations and in the best interests of our community. Turning down funding for projects in sustainability is irresponsible.
142		Emma Ward	Morrinsville	Yes you should apply, and you need to get a grip and just accept 3 waters is happening. Stop wasting my rates on fighting it. We cannot afford to keep going the way we currently are.

Submission #	Notes	Respondent name	Town	Comments provided
143		Paige	Morrinsville	Might as well take the money if it's available. Invest this into improving our communities, enhancing our towns as desirable places to live and spend time in eg more parks, more sports centres, more dog friendly areas, enhancing the Main Street, enticing businesses to expand here
144		Rosemary Garaway	Morrinsville	We don't want the three waters to come in. This is going to be a backwards step for everyone. Why doesn't the council put this money towards doing up Morrinsville pools. Everyone is asking for this and has done so for a few years now. The pools will benefit our town with school swimming, exercise classes for all ages, hydrotherapy for people recovering from accidents and illness, social improvement for everyone, chance for the lonely to socialize and helps with mental illness with water therapy, aqua aerobic classes. The list goes on. WE WANT THE POOL COVERED NOW AND NOT IN 20 years
145		Stacey Blake	Te Aroha	I want Council to think about the community. I mean REALLY think about the community. Take personal opinions and preferences off the table and consider whether having access to a considerable amount of funding will benefit the community.
146		Peter Colmore-Williams	Matamata	Firstly take the monies as there is a cost to fighting 3 waters. Second the district needs funding for projects and this is a lot of money. If we don't have to give it back if we win the 3 waters then take it.
147		Raja Ganeshan	Te Aroha - 3320	1. Apply for funding. 2. Keep funds if granted in a separate account. 3. Keep fighting for what we stand for with 3 Waters. 4. If Govt.changes; then either refund the fund; if required by law or keep the funds if allowed! MPDC will be in a WIN WIN position; on all counts!!
148		Tui Hubbard	Te Aroha	Yes I think we should apply for the funding if it means helping out our community without the added expense to rates.
149		Martin Louw	Matamata	We should absolutely apply for the funding. The idea of not applying for the funding has a "cutting off your nose to spite your face" feel to it and the community would miss out on much needed infrastructure to make a difference in our towns. No matter what you feel about the 3 waters reforms, if you've lived long enough you will know that these political footballs are cyclical. First we centralise, then we decentralise, then we repeat it all over again. Its been happening in health, education etc for at least 50 years and probably more, so why should water be any different. So be pragmatic, take the money, and let's use it to make our rural towns even better places to live than they already are!
150		Helen Phare	Matamata	Accept funding, keep within the rules and use it for projects that meet the criteria. Stop objecting to Three Waters, it will improve our water quality and add expertise to water management throughout the motu.
151		Simone Hillis	Matamata	Yes apply for the funding when it is already available - funding could contribute to the projects we've already got planned, freeing up rates for other projects
152		Ernie Bygrave	Te Aroha	Water is the basis of our individual Life and the Economy flourishing of our home, farms and Economy. It appears the Governments ultimate intention is to control access to Water and past Ownership to a small selected group - meaning on paper Ownership technically stay in Council hands but the usual Rights associated with Ownership will be stripped away. My Opinion - Our Best Future is a modern multi ethnic liberal democracy with nobody being born Special, and nobody should be born Second Class Citizen. We have lived and worked in Harmony, not divided should our Councils lose control of our Assets, my Answer is No!
153		Greypower Morrinsville	Morrinsville	Grey Power has, both locally and centrally, opposed firstly, He Puapua and now ,the Three Waters Proposal outlined by Government. We strongly urge Council to decline the "invitation" for you to accept the terms and conditions of the Three Waters proposal (and Act). There are many flaws in the Act; however,we refer you to Clause 4(Schedule1) which states".....withdraws the requirement of Councils to consult.....with their community". Clearly a breach of any definition of democracy, social or other. Further, "flaws" in the existing water regulation and control systems, much trumpeted by Mahuta, have been found either incorrect or greatly exaggerated (DSIR and MOH reports). There are questions to be answered, and we would have to assume many, if not all, have been considered and judged by you in committee, and you have responded appropriately. Some of these (inter alia): *who stays and who goes(from MPDC) * do existing proposals; eg, infrastructure improvements,remain *What water services can we expect to continue, under what conditions and cost *who overseas issues around stormwater and possible flooding * accountability (as above).Not everyone can have a say on Te Mana O te Wai This is an imposed plan, without public consultation,which we oppose.
154	Same submitter as Submission 82	Keith Robinson	Matamata	I attended the last council meeting where it was decided that that there would be consultation with the ratepayers and a vote - either YES or NO - where the rate payers could decide on whether or not we took the "Better off"/3 water bribe money available. There has been absolutely no consultation about this and there is no voting option in the very misinformed video your council has put out in regards to the "better off" fund/3 water bribe. Firstly, what happened to the decision that was made at that meeting? Secondly, why is this council so hell bent on making such a huge decision, with massive consequences themselves, without a fair democratic process, especially just before a new council will steps in and has to deal with that decision and the consequences that come with it? I seriously think you should reconsider the better off/3water bribe decision making process. a full consultation and public vote is what is needed.
155		Matthew Hart	Matamata	I would like to submit my disapproval about the government trying to force the three waters on our council
156		Kingsley Saunders	Morrinsville	Absolutely no to three waters. Councillors and council do not have the right to rob us ratepayers assets. Nor do you have the right to make this decision without a democratic vote
157		Jill Moody	No address provided	This is clearly a bribe as was the funding to the media. A condition of acceptance of the funding is for the councils not to give negative press to the reforms ie. the changes will be bulldozed through at the whim of the government. Not unlike China pouring finances into foreign infrastructure in, for example, South American western seaboard countries and the islands with an agenda that has nefarious reasoning at its heart. I don't know enough about the technicalities of 3 waters to comment. I do feel very uncomfortable about the government and their motives and whether it will be another project that simply doesn't work. I do not believe in the state having control over assets and in our lives more than the bare minimum. It appears they are seeking more and more control. I trust more my local council to do the right thing in our communities for the people that serve.
158	Same submitter as Submission 159	John Harris	Te Aroha	I appreciate that you have been hammered with information on both the 3 Waters Reform and, although more recent, the Better Offer funding over the last few months but just want to have one last chance to strongly suggest that the only safe decision is to refuse the offer. I thank you for your decision to defer your decision to allow the community to provide some input into the decision making process, but note that the survey indicates a perception of bias towards acceptance of the offer, simply through the length and language in comparison with the refusal column, but does not indicate the degree of risk to Council, particularly if the offer is accepted and you wish to continue the fight against the 3 waters reform process. I have prepared an amended version of your survey, copy attached, outlining my interpretation of some of the potential risks to Council, Councillors and ratepayers, who will end up paying for any potential refusals by the DIA to fund all, or parts of the project, after the work has started, due to a failure by Council failing to adhere to the 25 page, extremely detailed agreement signed by you, copy attached.. I urge you to carefully read the entire agreement document, particularly as they appear to have covered virtually everything, including very detailed and onerous reporting requirements, payment dates that may not work in with the dates that Contractors have to be paid, thus requiring bridging payments from Council's coffers. They have covered quality of supervision of the project, absolutely no 'scope creep' add-ons to the project, without specific approval from the DIA, as well as a very strict 'no surprises' policy. Clause 6.2 is an important clause and should be noted. Failure to comply with any of the myriad of conditions has the potential to stop funding the project. The risk is too great.

Submission #	Notes	Respondent name	Town	Comments provided
159	Same submitter as Submission 158 and duplicate of Submission 14	John Harris	Te Aroha	I strongly suggest that you, as Councillors, do not accept the Better Off offer of \$4.32m from the government, especially if you wish to continue fighting against the 3 Waters reform process, as there is, in my opinion, a very high level of risk to both your selves and the ratepayers, if any payments from the DIA are stopped, due to non-compliance with the intent and wording of both the LGNZ Heads of Agreement and the Funding Agreement. This could conceivably result in the Council having to fund the project out of ratepayer's funds and compounded by possible contractual disputes, in the event of late monthly payments, even if the payments by the DIA continue, but if funding is stopped, the contract would have to continue, or the Council could face legal cases against it by the Contractor. In both situations, the ratepayers will be the losers. My opinion is based solely on the belief that, given the government's desire to get this legislation through quickly, with their very real threat of mandating it, if necessary, it would be extremely doubtful that they would prepare two formal agreements, the Heads of Agreement with LGNZ and the "Better Off funding acceptance agreement, without checking that it was watertight. Remember the governments' mandate over Maori Representation on Local Government, in spite of the extremely strong public opposition to it. The old adage is as accurate today, as it was when first stated, "There is no such thing as a free lunch" and \$17.27m is a pittance against the real costs of the three waters infrastructure. The more recent media saying, although related to Climate Change, of "You will be remembered for your actions, not your thoughts", is still of particular relevance in this specific context, especially if you advocate that the fund be used for anything other than the 3 Waters infrastructures. What sort of message would that send to the ratepayers and wider public, and begs the question, would you personally, accept, say a \$20,000 offer for your house, with the condition that while you still own it, it will be rented out to anyone in order to make money to fund other people's houses, not necessarily in your own area, and you will have no say in any of this, but you still own the house. WHAT WOULD YOU SAY TO THAT OFFER AND HOW WOULD YOU EXPLAIN IT TO YOUR FAMILY
160		Clinto Kati	No address provided	I think the government has just taken the water collection money off local council and some are playing hard balls. Just my 1 cent
161	Duplicate of Submission 7	Gord Stewart	Matamata	Council needs to consider what is in the best long-term interests of the community. This includes current residents of all ages and future generations. Council should say 'Yes' – absolutely – to accept funds now. There are no risks involved. Council can continue to bash Central Government on Three Waters without consequence. The money should have a focused use for greatest impact – not a 101 projects that would partially satisfy many ends, but accomplish little of real consequence. Decades ago, district 'fathers' – and 'mothers' if there were any back then – gave Matamata (for example) an eternal legacy with Centennial Drive (and then Tom Grant Drive). The same is possible now – a comprehensive safe-cycling network for all four town centres in the district. Current councillors would long be remembered for such vision. Spending money on this would be a practical response to one of the Government's three criteria for use of Better Off Funding (BOF): "Support communities to transition to a sustainable and low-emissions economy, including building resilience to climate change ..." Such a cycling network will help get kids to school safely (fewer cars on the road, less congestion at school drop-off and pick-up times); encourage adults to cycle to the shop, café, visit friends (reducing pressure on parking in the CBDs), and cement the district as a leader in the much needed and growing area of low impact/eco-tourism. There are no "quick and easy wins" here. Significant funding will be required to do it right. Council should use BOF monies along with any received from Waka Kotahi toward much needed on-road bike lanes, off-road paths, road-sharing markings, decent signage, and adequate bike racks all around. All this will surely bring significant benefits to the local economy through visitors and tourists in search of lovely scenery, hospitable small towns, great cafés, and safe and enjoyable cycling. The Haurak Rail Trail is a jewel, but at present is fragmented due to the near absence of cycling infrastructure within the town centres. Council should complete a Te Aroha-to-Morrinsville cycle trail and connect Waharoa to Matamata without delay to broaden the trail network and cycling opportunities (again using the same funds, dipping into Tranche 2 when available). Arguably, cycle tourism could do more for the district's economy than a high-end spa in one of its town. Such a cycling network will provide for residents on a day-to-day basis and, added to the HRT, be a real drawcard for visitors and tourists – something council could be proud to promote to the country and beyond. All of this responds to another of the Government's BOF criteria: "... support local place-making and improvements in community well-being." Some of the second tranche of funds should go toward brownfield and in-fill housing development (the third Government BOF criteria). Development now generally caters to local residents 'moving up' and cashed-up buyers moving in. Generous sections, oversize houses, high fences – carving up fertile farmland around the edges of our towns. There is barely a nod to a more compact urban form, let alone innovative – people- and climate-friendly – housing options. Council needs to incentivise provision of comfortable, affordable and sustainable housing for young people starting out, first-home buyers, and people destined to be long-term renters. There are innovative approaches possible; this does not include the three three-storey houses per section proposed by Labour and National. The district needs elected officials who will truly deliver on the long-term interests of the community. We don't need any more Central Government bashing or "stealing our assets" rhetoric that distracts and takes time away from working effectively at the local level. Take the money. Use it for the above-mentioned purposes. Make the district a 21st century leader.



Submission #	Notes	Respondent name	Town	Comments provided
162		Erin Bay, On behalf of the Retain Our MPDC Assets Group		<p>I am writing on behalf of a large portion of local ratepayers regarding the Better-off Funding application and Three Waters. Our group has been overwhelmed by the support we have received from ratepayers in the few days we have been notifying them of how close the Council is to supporting the Government's Three Waters agenda.</p> <p>We would like to meet with you all at your earliest possible convenience to seek a full public consultation on this matter per the LGNZ definition of public consultation.</p> <p>The current questionnaire on the MPDC website does not meet the definition of public consultation and falls short of even the minimal commitment that Council undertook at the 10th of August meeting.</p> <p>Our group is undertaking a public awareness campaign to try and somewhat remedy the failings of the Council to inform the public of what is at stake. Ratepayers stand to lose \$250 million worth of water assets with a mere \$17 million being offered to incentivise the acceptance of the Government's expropriation of our local assets.</p> <p>Please see the attached information sheet we are providing to ratepayers. It is vital councillors join with us in holding a public meeting before the funding application occurs.</p> <p>We, the ratepayers of the Matamata Piako district, wish to be heard.</p> <p>Regards,</p> <p>Erin Bay</p> <p>On behalf of the Retain Our MPDC Assets Group:            Keith Robinson            John Harris            Ernie Bygrave            Howard &amp; Jenny Harrison            Matthew Jessup            Ken &amp; Peg Fitzherbert</p>
163		Maria Volker-Koppernol	Te Aroha	<p>As member of the Matamata-Piako District Council you are hereby notified that I do not consent in any form or shape to the application for the "Better off" funding connected to the Three Waters Reform and the sale of water assets to the NZ Government (NZ Corporation SEK CIK #0000216105) or any other corporation.</p> <p>The MP District Council serves the ratepayers and manages the water assets for which people have paid and are paying rates and for which people in the past have raised a log of funds.</p> <p>In their capacity of servants of a community the MP District Council is not permitted to contract into The Three Waters Reform by applying for the Better off" funding, give away or sell water assets in which the Matamata-Piako ratepayers- community holds the Community Property Rights without a proper consultation process and fully informed consent on all contract terms and conditions.</p>



# **FUNDING AGREEMENT**

**BETWEEN**

**DEPARTMENT OF INTERNAL AFFAIRS**

**AND**

**[NAME OF RECIPIENT]**

**AND**

**CROWN INFRASTRUCTURE PARTNERS  
LIMITED (AS MONITOR)**

**FOR**

**THREE WATERS REFORM – BETTER OFF  
PACKAGE (TRANCHE 1 FUNDING)**

**AGREEMENT**

The parties (identified below in Part 1) agree to be bound by the terms and conditions of this Agreement, as set out below in Part 1 (Key Details), Part 2 (General Terms), Part 3 (Definitions and Construction), Schedule 1 (Permitted Funding Activities) and Schedule 2 (Transition Support Arrangements).

**PART 1: KEY DETAILS**

- 1 Parties**
- The Sovereign in right of New Zealand, acting by and through the [Deputy Chief Executive] of the Department of Internal Affairs (**DIA**)
- [NAME OF RECIPIENT] (**Recipient**)
- Crown Infrastructure Partners Limited (**Monitor**)
- 2 Background**
- The New Zealand Government is undertaking a reform programme for “Three Waters” (drinking water, wastewater and stormwater) service delivery for communities (**Three Waters Reform Programme**).
- The Crown entered into a Heads of Agreement with New Zealand Local Government Association Incorporated Te Kahui Kaunihera ō Aotearoa (**LGNZ**) under which, amongst other things, the Crown proposed that a Three Waters Reform financial support package be provided to local authorities, comprising:
1. a “no worse off” package which will seek to ensure that financially, no local authority is in a materially worse off position to provide services to its community directly because of the Three Waters Reform Programme and associated transfer of responsibility for the provision of water services (including the transfer of assets and liabilities) to the Water Services Entities; and
  2. a “better off” package of \$2 billion which supports the goals of the Three Waters Reform Programme by supporting local government to invest in the wellbeing of their communities in a manner that meets the priorities of both the central and local government, and is consistent with the agreed criteria for such investment set out in the Heads of Agreement,
- to be given effect in agreements between each local authority and the Crown (through DIA).
- The better off package will comprise:
1. \$1 billion of Crown funding, \$500 million of which is intended to be provided to local authorities from 1 July 2022 to enable early investment (“**Tranche 1 Funding**”); and
  2. the remaining \$1 billion to be funded by the new Water Services Entities.
- This Agreement relates to the provision of funding to the Recipient from the Tranche 1 Funding of \$500 million.
- The Crown’s objectives with the better off package are, acknowledging the Reform Objectives, to demonstrate central government confidence in the future for local government by providing the sector with additional funds to support local wellbeing outcomes in a way that aligns with the priorities of central and local government, including through meeting some or all of the following criteria:
1. supporting communities to transition to a sustainable and low-emissions economy, including by building resilience to climate change and natural hazards;

2. delivery of infrastructure and/or services that:
  - a. enable housing development and growth, with a focus on brownfield and infill development opportunities where those are available;
  - b. support local place-making and improvements in community well-being.

The Recipient is a [territorial authority with statutory responsibility for delivering Three Waters services within its own district or city]. The Recipient will work collaboratively with the New Zealand Government in connection with the Three Waters Reform Programme.

Crown Infrastructure Partners Limited is party to this Agreement to undertake a review and monitoring role on behalf of the DIA, as further described in this Agreement.

DIA has agreed to contribute funding to the Recipient on the terms and conditions of this Agreement (**Agreement**). This funding is being provided to enable the Recipient to undertake the activities described in Schedule 1.

Key details of this Agreement are set out in this **Part 1**. The full terms and conditions are set out in **Part 2**. Defined terms and rules of interpretation are set out in **Part 3**.

- |   |                                     |   |
|---|-------------------------------------|---|
| 3 | <b>Conditions Precedent</b>         | <p>No Funding is payable under this Agreement until DIA has confirmed to the Recipient in writing that it has received, and found, in its sole discretion, to be satisfactory to it in form and substance, the following documents and evidence:</p> <ol style="list-style-type: none"> <li>1. This Agreement, duly executed by the Recipient.</li> <li>2. The final Funding Proposal prepared by the Recipient, in a form approved by DIA.</li> </ol> <p>The Recipient is responsible for the content of the Funding Proposal and approval by DIA for the purposes of this Agreement shall not impose any obligations on DIA in respect of the Funding Proposal other than as expressly set out in this Agreement.</p> <p>These conditions precedent must either be satisfied (in the opinion of DIA) or waived by DIA (at its sole discretion) by 30 September 2022. In the event that they are not satisfied or waived within that time, DIA may notify the Recipient that this Agreement has not come into effect and is null and void.</p> |
| 4 | <b>Permitted Funding Activities</b> | <p>The Recipient may only use the Funding:</p> <ol style="list-style-type: none"> <li>1. for the purposes set out in Schedule 1; and</li> <li>2. for any other purpose with DIA or the Monitor's prior written approval,</li> </ol> <p>(each a <b>Permitted Funding Activity</b>).</p>  |
| 5 | <b>Funding Proposal</b>             | <p>The Recipient is to undertake the Permitted Funding Activities in accordance with the Funding Proposal approved by the DIA (or otherwise with DIA or the Monitor's prior written approval).</p>  |
| 6 | <b>End Date</b>                     | <p>The End Date is [1 July 2027], or such later date determined by DIA in its discretion. <b>[Note: Recipients may propose an End Date having regard to the funding activities covered by this agreement, no later than 30 June 2027. DIA intend that the End Date is to be confirmed for each agreement]</b></p>   |
| 7 | <b>Funding</b>                      | <p>The total Funding available under this Agreement is up to <b>NZ\$[INSERT HERE]</b> plus GST (if any). This is the Total Maximum Amount Payable.</p>  |

The first instalment of Funding under this Agreement is (NZ\$[insert] plus GST (if any)) subject to satisfaction of the Conditions Precedent set out in Item 3 above and receipt of a duly completed Payment Request in accordance with clause 1 of Part 2.

The Recipient may submit progress payment claims for the balance of the Funding under this Agreement, subject to satisfaction of the conditions set out below and the other terms and conditions of this Agreement.

Each instalment of Funding under this Agreement, following payment of the first instalment, is subject to:

- (a) Receipt of a duly completed Payment Request in accordance with clause 1 of Part 2.
- (b) DIA receiving and being satisfied with the six-monthly reports specified in the Key Details, together with the other information required in this Agreement.
- (c) DIA being satisfied that the Recipient is using reasonable endeavours to comply with the Transition Support Arrangements set out in Schedule 2.
- (d) DIA being satisfied that the Recipient is complying with the requirements of any Remedial Plan.
- (e) No Termination Event, or event entitling DIA to suspend funding under this Agreement, subsisting.

The first Payment Request may be submitted upon the Commencement Date occurring. Each subsequent Payment Request may be submitted at any time, but no more than one such Payment Request may be submitted in any month, except (in each case) to the extent agreed by DIA in its sole discretion.

## 8 Reporting

The Recipient will provide DIA via the DIA's Grant Management System portal with six-monthly reports by the 15<sup>th</sup> Business Day following the end of each six month period ending on 30 June and 31 December), with effect from the Commencement Date. Each six-monthly report must include the information set out below, in the standard reporting form specified by DIA.

If the frequency of reporting is changed to quarterly, as further described in clause 2.14, then the obligations described in this Agreement in respect of each six-monthly report will equally apply to the required quarterly reports (to be provided by the 15<sup>th</sup> Business Day following the end of each Quarter).

The Recipient will also provide DIA via the DIA's Grant Management System portal with a final report by the 15<sup>th</sup> Business Day following the End Date. The final report must include the information set out below, in the standard reporting form specified by DIA.

Each report is to be in form and substance satisfactory to DIA in its sole discretion.

**Each six-monthly report** must include the following information:

- (a) Description of activities undertaken during the relevant six month period (including progress against relevant milestones);
- (b) A summary of expenditure for the relevant six month period (including any co-funding by the Recipient);
- (c) Plans for the next six month period (including a financial forecast for cashflow purposes);
- (d) Any major risks arising or expected to arise with the Permitted Funding Activities, costs or performance of this Agreement, together with actual or proposed mitigations for those risks (including, where the Permitted Funding Activities) costs are forecast to exceed budgeted

costs, how the shortfall is to be funded);

- (e) A summary of the outcomes achieved as a result of the Permitted Funding Activities; and
- (f) Any other information relevant to this Agreement and/or DIA's involvement in connection with the Permitted Funding Activities that is notified by DIA or the Monitor in writing to the Recipient.

**The final report** must include the following information:

- (a) Description of activities undertaken during the term of this Agreement;
- (b) A summary of expenditure on the Permitted Funding Activities (including any co-funding by the Recipient);
- (c) A summary of the outcomes achieved as a result of the Permitted Funding Activities;
- (d) Any specific reporting requirements set out in this Agreement; and
- (e) Any other information relevant to this Agreement and/or DIA's involvement in connection with the Permitted Funding Activities that is notified by DIA or the Monitor in writing to the Recipient.

**9 Special Terms**

During the term of this Agreement the Recipient shall use reasonable endeavours to comply with the Transition Support Arrangements, as set out in Schedule 2.

**10 Representative**

DIA's Representative:

Name: Michael Lovett

Email: [threewaters@dia.govt.nz](mailto:threewaters@dia.govt.nz)

Recipient's Representative:

Name: [name]

Email: [email]

Monitor's Representative:

Name: [name]

Email: [email]

**11 Address for Notices**

To DIA:

Three Waters Reform  
Level 7, 45 Pipitea Street  
Wellington 6011

Attention: Michael Lovett

Email: [threewaters@dia.govt.nz](mailto:threewaters@dia.govt.nz), with a copy to [legalnotices@dia.govt.nz](mailto:legalnotices@dia.govt.nz)

To the Recipient:

[address]

Attention: [name]

Email: [email]

To the Monitor:

[address]

Attention: [name]

Email: [email]

**SIGNATURES**

**SIGNED** by the **SOVEREIGN IN RIGHT OF NEW ZEALAND** acting by and through the [Deputy Chief Executive] of the Department of Internal Affairs or his or her authorised delegate:

---

Name: Michael Lovett

Position: Deputy Chief Executive, Local Government

Date:

**SIGNED** for and on behalf of [RECIPIENT NAME] by the person(s) named below, being a person(s) duly authorised to enter into obligations on behalf of the Recipient:

---

Name:

Position:

Date:

---

Name:

Position:

Date:

**SIGNED** for and on behalf of **CROWN INFRASTRUCTURE PARTNERS LIMITED** by the person(s) named below, being a person(s) duly authorised to enter into obligations on behalf of the Monitor:

---

Name:

Position:

Date:

---

Name:

Position:

Date:

*END OF PART 1*



**PART 2: GENERAL TERMS**

---

**1 FUNDING**

- 1.1 DIA must pay the Funding (up to the "Total Maximum Amount Payable" specified in the Key Details) to the Recipient, subject to the terms of this Agreement. Unless stated otherwise in this Agreement, the Recipient may only claim the Funding to the extent necessary to cover Eligible Costs that have been or will be incurred by the Recipient, and the Recipient must use the Funding solely on Eligible Costs.
- 1.2 The Recipient must submit for DIA's approval a Payment Request via the DIA's Grant Management System portal at the time specified in, and otherwise in accordance with, Item 7 in the Key Details.
- 1.3 Each Payment Request must include the amount of Funding requested, be authorised by the Chief Executive or an authorised representative of the Recipient, and be accompanied by the following supporting documentation:
- (a) a breakdown / total transaction listing of total Eligible Costs that have been or will be incurred to undertake the Permitted Funding Activities, substantiated by invoices and cost details;
  - (b) for the first Payment Request submitted following payment of the first instalment of Funding, a breakdown / total transaction listing of expenditure related to the first instalment, substantiated by invoices and cost details;
  - (c) a summary of the number of jobs created through people employed in the relation to the Permitted Funding Activities; and
  - (d) any other reasonable information or evidence requested by DIA or the Monitor in relation to summary project information or Eligible Costs that have been incurred or will be incurred.
- 1.4 DIA is not required to pay any Funding in respect of a Payment Request:
- (a) if any reports specified in the Key Details have not been provided or are not in form and substance satisfactory to DIA or the Monitor in its sole discretion;
  - (b) if the Conditions specified in Item 7 of the Key Details relating to that instalment have not been satisfied;
  - (c) if payment will result in the Funding exceeding the "Total Maximum Amount Payable" specified in the Key Details;
  - (d) if this Agreement has expired or been terminated; and/or
  - (e) while the Recipient is in material breach of this Agreement.
- For the avoidance of doubt, DIA's obligation to make Funding available under this Agreement is strictly subject to clause 6.2.
- 1.5 Subject to the terms of this Agreement, DIA must pay each valid Payment Request by the 20th day of the month after the month the relevant Payment Request is approved by the DIA, and if such day is not a Business Day, on the next Business Day. DIA will pay the Funding to the Recipient's nominated Bank Account.

- 1.6 The Funding made available under this Agreement comprises grant funding and does not comprise an equity investment or loan. It is only repayable in the specific circumstances set out in this Agreement.
- 1.7 DIA may, at its discretion, notify the Recipient in writing that it wishes to enter into a GST Offset Agreement in connection with the payment of GST on any Funding. The Recipient must, where applicable, take all such steps as are reasonably required to achieve that GST offset in accordance with the Goods and Services Tax Act 1985.

## 2 RECIPIENT'S RESPONSIBILITIES

### Standards and compliance with laws

- 2.1 The Recipient must comply with all applicable laws, regulations, rules and professional codes of conduct or practice.

### Permitted Funding Activities

- 2.2 The Recipient must not, without DIA's or the Monitor's prior written consent, make any Material Variation to the Permitted Funding Activities (including their description and scope).
- 2.3 The Recipient must ensure that the Permitted Funding Activities are carried out:
- (a) promptly with due diligence, care and skill, and in a manner that is consistent with Best Industry Practice; and
  - (b) by appropriately trained, qualified, experienced and supervised persons; and in accordance with any directions of DIA or the Monitor, notified by DIA or the Monitor in writing from time to time.
- 2.4 The Recipient must use reasonable endeavours to ensure that the Permitted Funding Activities are completed by the End Date.
- 2.5 The Recipient is solely responsible for the activities and matters carried out as Permitted Funding Activities, including being solely responsible for the acts and omissions of any contractors and subcontractors in connection with the same.
- 2.6 The Recipient must ensure that all agreements it enters into with any contractors or any other party in connection with the Permitted Funding Activities are on an "arm's length" basis, provide value-for-money and do not give rise to any Conflict of Interest. The Recipient must provide DIA with reasonable evidence of compliance with this clause 2.6 in response to any request by DIA from time to time.

### Information Undertakings

- 2.7 The Recipient must provide DIA and the Monitor with the reports specified in the Key Details, in accordance with the timeframes and reporting requirements set out in the Key Details.
- 2.8 The Recipient must provide DIA and the Monitor with any other information about the Permitted Funding Activities requested by DIA and/or the Monitor within the timeframe set out in the request.
- 2.9 The Recipient must promptly notify DIA and the Monitor if:

- (a) the Recipient (or any of its personnel or contractors) becomes aware of, or subject to, a Conflict of Interest; or
- (b) the Recipient becomes aware of any matter that could reasonably be expected to have an adverse effect on the Permitted Funding Activities and any related programme, or result in a Termination Event or a breach of any term of this Agreement by the Recipient,

and if requested by DIA must promptly provide DIA with its plan to mitigate and manage such Conflict of Interest or such matter.

- 2.10 The Recipient must not at any time do anything that could reasonably be expected to have an adverse effect on the reputation, good standing or goodwill of DIA or the New Zealand Government. The Recipient must keep DIA informed of any matter known to the Recipient which could reasonably be expected to have such an effect.
- 2.11 The Monitor has been appointed by DIA to undertake a review and monitoring role under this Agreement, including by:
- (a) reviewing and confirming satisfaction with the reports specified in the Key Details;
  - (b) reviewing and approving Payment Requests submitted by the Recipient;
  - (c) seeking, reviewing and confirming satisfaction with further information from the Recipient; and
  - (d) making recommendations to DIA and the New Zealand Government in respect of the Funding and the Agreement.

The Recipient agrees that all its communications and correspondence under this Agreement will be made with DIA or, to the extent directed by DIA or provided for above, the Monitor.

#### **Funding, records and auditors**

- 2.12 The Recipient must receive and manage all Funding in accordance with good financial management and accounting practices and to a high standard that demonstrates appropriate use of public funds.
- 2.13 The Recipient must keep full and accurate records (including accounting records) of the Permitted Funding Activities and retain them for at least 7 years after the last payment of Funding under this Agreement. The Recipient must permit DIA or the Monitor (or any auditor nominated by DIA or the Monitor) to inspect all records relating to the Permitted Funding Activities and must allow DIA, the Monitor and/or the auditor access to the Recipient's premises, systems, information and personnel for the purposes of this inspection. DIA shall bear any third party costs arising from such inspection, unless the inspection reveals a breach of this Agreement, in which case the Recipient shall bear such costs.

#### **Monitoring**

- 2.14 Without limiting anything in clause 2.15, at the request of the DIA (or the Monitor), the Recipient and the DIA and/or the Monitor shall meet by the 15th Business Day following the end of each six month period, to jointly discuss the Recipient's compliance with its obligations under this Agreement during the relevant six-month period (including its obligations under Items 5 and 9 of the Key Details). Where the DIA (or the Monitor)

considers (acting reasonably) that the Recipient has not complied with its obligations under this Agreement during the relevant six-month period:

- (a) DIA (or the Monitor) and the Recipient shall in good faith discuss:
  - (i) the identified areas of non-compliance and agree the steps that the Recipient will take to address such areas of non-compliance going forwards (**Remedial Plan**). If the parties are unable to agree a Remedial Plan by the 30<sup>th</sup> Business Day following the end of the relevant six month period, then DIA (or the Monitor) shall (acting reasonably and having regard to the matters raised by the Recipient in such discussions) provide the Recipient with a remedial plan which shall, for the purpose of this Agreement, be deemed to be the Remedial Plan. The Recipient shall comply with the requirements of any Remedial Plan;
  - (ii) acknowledging the commitment of resources (including staff) required by the Recipient to comply with its obligations under this Agreement (including the Transition Support Arrangements set out in Schedule 2), how the parties can work together to ensure such obligations are appropriately managed by all parties; and
- (b) DIA (or the Monitor) may increase the frequency of the reports required under Item 8 of the Key Details from six-monthly to quarterly.

2.15 At the request of the DIA (or the Monitor) at any time after the occurrence of a Relevant Event, the Recipient and the DIA and/or the Monitor shall meet promptly to jointly discuss the circumstances relating to that event. DIA (or the Monitor) and the Recipient shall in good faith discuss the steps that the Recipient will take to address that event (a **Response Plan**). If the parties are unable to agree a Response Plan within 20 Business Days following a request under this clause, then DIA (or the Monitor) shall (acting reasonably and having regard to the matters raised by the Recipient in such discussions) provide the Recipient with a response plan which shall, for the purpose of this Agreement, be deemed to be the Response Plan. The Recipient shall comply with the requirements of any Response Plan and non-compliance by the Recipient shall entitle DIA to suspend funding under this Agreement until such time as the non-compliance is remedied to DIA's satisfaction (acting reasonably).

### 3 INTELLECTUAL PROPERTY

- 3.1 DIA acknowledges that the Recipient and its licensors own all pre-existing intellectual property which they contribute to the Permitted Funding Activities , and all new intellectual property which they create in the course of the Permitted Funding Activities.
- 3.2 The Recipient grants an irrevocable, perpetual, royalty-free, sub-licensable licence to DIA and the Monitor to use all reports, documents, information and other materials created or provided by the Recipient to DIA or the Monitor under or in connection with the Permitted Funding Activities and this Agreement.
- 3.3 The Recipient warrants that it has obtained (or will obtain, prior to creation of each relevant work) all rights and permissions necessary to enable the grant and exercise of the licence in clause 3.2 without infringing the intellectual property rights of any third party.

#### 4 TERM AND TERMINATION

4.1 This Agreement will be effective on and from the Commencement Date, which will be the latest to occur of:

- (a) the date this Agreement has been signed by all parties; and
- (b) the date on which DIA has provided written notice to the Recipient that the Conditions Precedent specified in the Key Details have either been satisfied (in the opinion of DIA) or waived by DIA (at its sole discretion).

4.2 This Agreement will remain in force until the End Date, unless terminated in accordance with this Agreement.

4.3 DIA can terminate this Agreement with immediate effect, by giving notice to the Recipient, at any time:

- (a) while DIA reasonably considers that the Recipient has become or is likely to become insolvent;
- (b) while the Recipient is subject to the appointment of a liquidator, receiver, manager or similar person in respect of any of its assets or a Crown Manager or Commission is appointed in respect of the Recipient under Part 10 of the Local Government Act 2002; or
- (c) subject to clause 4.4, while any one or more of the following events or circumstances remains unremedied:
  - (i) the Recipient is materially in breach of any obligation, or a condition or warranty, under this Agreement;
  - (ii) the Recipient has provided DIA with information in connection with or under this Agreement that (whether intentionally or not) is materially incorrect or misleading, and/or omits material information;
  - (iii) DIA reasonably considers that this Agreement or a Permitted Funding Activity has caused, or may cause, DIA and/or the New Zealand Government to breach any legal obligations (including its international trade obligations);
  - (iv) the Recipient abandons a Permitted Funding Activity without the prior written consent of DIA (or the Monitor);
  - (v) the Recipient is involved in any intentional or reckless conduct which, in the opinion of DIA, has damaged or could damage the reputation, good standing or goodwill of DIA or the New Zealand Government, or is involved in any material misrepresentation or any fraud;
  - (vi) the Recipient (or any of its personnel or contractors) is subject to a Conflict of Interest which cannot be managed to DIA's satisfaction; or
  - (vii) any change in law, regulations or other circumstances materially affects DIA's ability to perform its obligations under this Agreement.

- 4.4 However, where DIA considers that a Termination Event set out in clause 4.3(c) can be remedied, DIA must give notice to the Recipient requesting a remedy, and must not exercise its right of termination unless the relevant event remains unremedied for at least 14 days (or any longer period agreed with the Recipient) after that notice has been provided by DIA.
- 4.5 On expiry or termination of this Agreement, where the aggregate of (a) the total Funding paid under this Agreement and (b) any other money received or allocated by the Recipient, in each case to carry out a Permitted Funding Activity, exceeds the amount required to perform the Permitted Funding Activity, the Recipient must upon request refund to DIA the excess amount.
- 4.6 At any time DIA may recover the amount of any Funding that has been spent or used other than in accordance with this Agreement, or not applied to Eligible Costs by the End Date, together with interest on all such amounts calculated at 10% per annum from the date of the misspending to the date the money is repaid.
- 4.7 Clauses 1.2, 1.4, 1.5, 2.1, 2.7, 2.12, 2.13, 3, 4, 5, 6, 7, 8, 9, 10 and 11 survive expiry or termination of this Agreement, along with any other parts of this Agreement necessary to give effect to those provisions. Expiry or termination of this Agreement does not affect any accrued rights, including any rights in respect of a breach of this Agreement or Termination Event that occurred before expiry or termination.

## 5 WARRANTIES AND UNDERTAKINGS

- 5.1 The Recipient warrants that, in the course of its activities in connection with the Permitted Funding Activities, it will not infringe any intellectual property or other rights of any contractor or any other third party.
- 5.2 The Recipient warrants that, as at the date of this Agreement:
- (a) It has full power and authority to enter into and perform its obligations under this Agreement which, when executed, will constitute binding obligations on it in accordance with this Agreement's terms, and it has complied with the Local Government Act 2002 in entering into this Agreement;
  - (b) the Recipient is solvent and is not subject to the appointment of a liquidator, receiver, manager or similar person in respect of any of its assets or to the appointment of a Crown Manager or Commission under Part 10 of the Local Government Act 2002;
  - (c) all information and representations disclosed or made to DIA by the Recipient in connection with this Agreement are true and correct, do not omit any material matter, and are not likely to mislead or deceive DIA as to any material matter;
  - (d) it has disclosed to DIA all matters known to the Recipient (relating to the Permitted Funding Activities, the Recipient or its personnel) that could reasonably be expected to have an adverse effect on the reputation, good standing or goodwill of DIA or the New Zealand Government; and
  - (e) it is not aware of any material information that has not been disclosed to DIA which may, if disclosed, materially adversely affect the decision of DIA whether to provide the Funding.
- 5.3 The Recipient warrants that the Funding has been or will be applied solely to Eligible Costs

and such warranty will be deemed to be repeated continuously so long as this Agreement remains in effect by reference to the facts and circumstances then existing.

- 5.4 DIA warrants that, as at the date of this Agreement, it has full power and authority to enter into and perform its obligations under this Agreement which, when executed, will constitute binding obligations on it in accordance with this Agreement's terms.
- 5.5 The Recipient acknowledges that DIA has entered into this Agreement in reliance on these warranties and undertakings.
- 5.6 The Recipient acknowledges and agrees that DIA has made no warranty or representation that any funding or financial support is or will be available to the Recipient in respect of the Permitted Funding Activities, other than the Funding.

## 6 LIABILITY

- 6.1 The maximum liability of DIA under or in connection with this Agreement, whether arising in contract, tort (including negligence) or otherwise, is limited to the total amount of Funding paid or payable under this Agreement.
- 6.2 The Recipient undertakes to pay any and all cost overruns of the Permitted Funding Activities and any funding shortfall, and DIA and the New Zealand Government have no obligations or responsibility whatsoever in respect of such cost overruns and funding shortfall and accept no financial risk in the Permitted Funding Activities.
- 6.3 DIA is not liable for any claim under or in connection with this Agreement or the Permitted Funding Activities, whether arising in contract, tort (including negligence) or otherwise, where such claim is or relates to any loss of profit, loss of revenue, loss of use, loss of reputation, loss of goodwill, loss of opportunity (in each case whether direct, indirect or consequential) or any other indirect, consequential or incidental loss or damages of any kind whatsoever.
- 6.4 The Monitor will not have any liability whatsoever under or in connection with this Agreement to DIA or the Recipient. The limitation of liability set out in this clause does not apply to the Monitor's liability for any fraudulent, malicious or criminal act or omission of the Monitor to the extent that such liability cannot be limited or excluded by law.

## 7 CONFIDENTIALITY

- 7.1 Subject to clause 7.2 and 7.3, each party must keep the other parties' Confidential Information in confidence, and must use or disclose that Confidential Information only to the extent necessary to perform its obligations, and/or take the intended benefit of its rights, under this Agreement. However, this will not prohibit:
- (a) either party from using or disclosing any information with the written prior consent of the relevant other party;
  - (b) use or disclosure of information that has become generally known to the public other than through a breach of this Agreement;
  - (c) either party from disclosing information to its personnel, contractors or advisors with a need to know, so long as the relevant personnel, contractors and advisors use the information solely to enable that party to perform its obligations and/or take the intended benefit of its rights under this Agreement, and so long as they

are informed of the confidential nature of the information and, in the case of the Recipient, the Recipient receives an acknowledgement from its personnel, contractors or advisors that they acknowledge, and must comply with, the confidentiality obligations in this Agreement as if they were party to it;

- (d) disclosure required by any law, or any compulsory order or requirement issued pursuant to any law; or
- (e) DIA or the Monitor from using or disclosing to any party any documents, reports or information received in relation to this Agreement, provided that prior to any such disclosure DIA or the Monitor (as applicable) removes all information that is commercially sensitive to the Recipient from the relevant work.

7.2 The Recipient acknowledges and agrees that nothing in this Agreement restricts DIA and/or the Monitor's ability to:

- (a) discuss, and provide all information in respect of, any matters concerning the Recipient, the Permitted Funding Activities or this Agreement with any Minister of the Crown, the Monitor, any other government agency or any of their respective advisors;
- (b) meet its obligations under any constitutional or parliamentary convention (or other obligation at law) of or in relation to the New Zealand Parliament, the New Zealand House of Representatives or any of its Committees, any Minister of the Crown, or the New Zealand Auditor-General, including any obligations under the Cabinet Manual including the "no surprises" principle; and
- (c) publicise and report on the awarding of the Funding, including the Recipient's and any of its contractor's names, the amount and duration of the Funding and a brief description of the Permitted Funding Activities, on websites; in media releases; general announcements and annual reports.

7.3 The Recipient acknowledges that:

- (a) the contents of this Agreement; and
- (b) information provided to DIA and the Monitor (including the reports specified in the Key Details),

may be official information in terms of the Official Information Act 1982 and, in line with the purpose and principles of the Official Information Act 1982, this Agreement and such information may be released to the public unless there is good reason under the Official Information Act 1982 to withhold it.

7.4 DIA acknowledges that the Recipient is subject to the Local Government Official Information and Meetings Act 1987 and that its confidentiality obligations under this clause 7 are subject to its compliance with that Act.

## 8 MEDIA AND COMMUNICATIONS

8.1 The Recipient will keep DIA informed on a "no surprises" basis in relation to any media statements or press releases (including social media posts) to be made by the Recipient regarding this Agreement and/or DIA's involvement in connection with the Permitted Funding Activities.



- 8.2 The Recipient will refer any enquiries from the media or any other person about the terms or performance of this Agreement to DIA's Representative.
- 8.3 The Recipient will acknowledge the New Zealand Government as a source of funding in all publications (including any digital presence) and publicity regarding the Permitted Funding Activities in accordance with funding acknowledgement guidelines agreed with DIA.
- 8.4 The Recipient does not have the right to enter into any commitment, contract or agreement on behalf of DIA or any associated body, or to make any public statement or comment on behalf of DIA or the New Zealand Government.
- 8.5 All correspondence with DIA under this clause 8 must be directed to DIA's Representative and copied to [threewaters@dia.govt.nz](mailto:threewaters@dia.govt.nz) and the Monitor.

## 9 DISPUTES

- 9.1 In the event of any dispute, controversy or claim arising out of or in connection with this Agreement, or in relation to any question regarding its existence, breach, termination or invalidity (in each case, a **Dispute**), either party may give written notice to the other parties specifying the nature of the Dispute and requesting discussions under this clause 9 (**Dispute Notice**). As soon as reasonably practicable following receipt of a Dispute Notice, the parties must meet (in person, or by audio or video conference) and endeavour to resolve the Dispute by discussion, negotiation and agreement.
- 9.2 If the matter cannot be amicably settled within 20 Business Days after the date of the Dispute Notice then, at the request in writing of either party, the matter in respect of which the Dispute has arisen must be submitted, together with a report describing the nature of such matter, to the Representatives (or, if no such Representatives have been appointed, the respective Chief Executives of the parties) (together the **Dispute Representatives**).
- 9.3 Within 20 Business Days after the receipt of a request under clause 9.2, one individual (who does not act in his or her professional capacity as legal counsel for either party) selected by each of the Dispute Representatives, must make a presentation of no longer than 30 minutes to each of the Dispute Representatives (which may be by telephone or remotely), who will then attempt in good faith to reach a common decision within a half-day. The decision of the Dispute Representatives is binding on the parties.
- 9.4 In the case of a Dispute, if the Dispute Representatives have not met within 20 Business Days of receiving a request in accordance with clause 9.2, or if they fail to reach a common decision within the stated time period, either party may by notice in writing to the other parties refer the Dispute to be referred to mediation before a single mediator appointed by the parties. Each party will bear its own costs of mediation and the costs of the mediator will be divided evenly between the parties to the dispute.
- 9.5 If the parties are unable to agree on the appointment of a mediator within 5 Business Days of the notice requiring the Dispute to be referred to mediation, a mediator may be appointed at the request of any party by the Arbitrators' and Mediators' Institute of New Zealand Inc.
- 9.6 If the Dispute is not resolved within 20 Business Days of referral to mediation, the parties may commence court proceedings without further participation in any mediation.
- 9.7 Nothing in this clause 9 will prevent either party from seeking urgent interim relief from a

court (or other tribunal) of competent jurisdiction.

## 10 REPRESENTATIVES

- 10.1 All matters or enquiries regarding this Agreement must be directed to each party's Representative (set out in the Key Details).
- 10.2 Each party may from time to time change the person designated as its Representative on 10 Business Days' written notice to the other parties.

## 11 GENERAL

- 11.1 Each notice or other communication given under this Agreement (each a **notice**) must be in writing and delivered personally or sent by post or email to the address of the relevant party set out in the Key Details or to any other address from time to time designated for that purpose by at least 10 Business Days' prior written notice to the other parties. A notice under this Agreement is deemed to be received if:

- (a) **Delivery:** delivered personally, when delivered;
- (b) **Post:** posted, 5 Business Days after posting or, in the case of international post, 7 Business Days after posting; and
- (c) **Email:** sent by email:
  - (i) If sent between the hours of 9am and 5pm (local time) on a Business Day, at the time of transmission; or
  - (ii) If subclause (i) does not apply, at 9am (local time) on the Business Day most immediately after the time of sending,

provided that an email is not deemed received unless (if receipt is disputed) the party giving notice produces a printed copy of the email which evidences that the email was sent to the email address of the party given notice.

- 11.2 The Recipient agrees to execute and deliver any documents and to do all things as may be required by DIA to obtain the full benefit of this Agreement according to its true intent.
- 11.3 No legal partnership, employer-employee, principal-agent or joint venture relationship is created or evidenced by this Agreement.
- 11.4 This Agreement constitutes the sole and entire understanding with respect to the subject matter hereof and supersedes all prior discussions, representations and understandings, written or oral.
- 11.5 No amendment to this Agreement will be effective unless agreed in writing by the parties, provided that the Monitor's agreement will not be required in respect of (and the Monitor will be deemed to have agreed to) any amendment to this Agreement that does not relate to the scope of the Monitor' review and monitoring role under this Agreement (including, for example, the Transition Support Arrangements).
- 11.6 Neither the Recipient nor the Monitor may assign or transfer any of their contractual rights or obligations under this Agreement, except with DIA's prior written approval.

- 11.7 DIA may assign or transfer any of its contractual rights or obligations under this Agreement without the other parties' prior approval. DIA may at any time disclose to a proposed assignee or transferee any information which relates to, or was provided in connection with, the Recipient, the Permitted Funding Activities or this Agreement.
- 11.8 No failure, delay or indulgence by any party in exercising any power or right conferred on that party by this Agreement shall operate as a waiver. A single exercise of any of those powers or rights does not preclude further exercises of those powers or rights or the exercise of any other powers or rights.
- 11.9 The exercise by a party of any express right set out in this Agreement is without prejudice to any other rights, powers or remedies available to a party in contract, at law or in equity, including any rights, powers or remedies which would be available if the express rights were not set out in this Agreement.
- 11.10 This Agreement is not intended to confer any benefit on or create any obligation enforceable at the suit of any person not a party to this Agreement.
- 11.11 Any provision of this Agreement that is invalid or unenforceable will be deemed deleted, and will not affect the other provisions of this Agreement, all of which remain in force to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provision.
- 11.12 This Agreement is to be governed by the laws of New Zealand, and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.
- 11.13 This Agreement may be executed in any number of counterparts (including duly electronically signed, scanned and emailed copies). So long as each party has received a counterpart signed by each of the other parties, the counterparts together shall constitute a binding and enforceable agreement. This Agreement is intended to constitute a binding and enforceable agreement in accordance with its terms.

*END OF PART 2*

**PART 3: DEFINITIONS AND CONSTRUCTION****Defined terms**

In this Agreement, unless the context requires otherwise, terms defined in the Agreement have the meaning set out therein and:

*Authorisation* means:

- (a) any consent, authorisation, registration, filing, lodgement, agreement, notarisation, certificate, permission, licence, approval, authority or exemption from, by or with a governmental agency or required by any law (including any consent under the Resource Management Act 1991); or
- (b) in relation to anything which will be fully or partly prohibited or restricted by law if a governmental agency intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action.

*Best Industry Practice* means that degree of skill, care and foresight and operating practice that would reasonably and ordinarily be expected of a skilled and competent supplier of services engaged in the same type of undertaking as that of the Recipient or any contractors (as applicable) under the same or similar circumstances as those contemplated by this Agreement.

*Business Day* means any day other than a Saturday, Sunday or public holiday within the meaning of section 44 of the Holidays Act 2003.

*Commencement Date* has the meaning given in clause 4.1 of Part 2.

*Conditions* means the conditions to the payment of a Funding instalment as specified in Item 7 of the Key Details.

*Confidential Information* of a party (Owner), means any information in the possession or control of another party (Holder) that:

- (a) was originally acquired by the Holder in connection with this Agreement through disclosures made by or at the request of the Owner; and/or
- (b) was originally acquired by the Holder in connection with this Agreement through any access to, or viewing, inspection or evaluation of, the premises, facilities, documents, systems or other assets owned or controlled by the Owner; and/or
- (c) is derived from information of a kind described in paragraph (a) or (b) above;

but excludes any information which the Holder can show:

- (d) was lawfully acquired by the Holder, entirely independently of its activities in connection with this Agreement, and is free of any other obligation of confidence owed to the Owner; and/or
- (e) has been independently developed by the Holder without reference to the Owner's Confidential Information, and without breaching any other obligation of confidence owed to the Owner.

Notwithstanding the foregoing, the terms of this Agreement are not Confidential Information.

*Conflict of Interest* means any matter, circumstance, interest or activity of the Recipient, its personnel or contractors, or any other person with whom the Recipient has a relationship that:

- (a) conflicts with:
  - (i) the obligations of the Recipient (or its personnel or contractors) to DIA or the Monitor under this Agreement; or
  - (ii) the interests of the Recipient in relation to this Agreement and/or the undertaking of the Permitted Funding Activities; or

- (b) otherwise impairs or might appear to impair the ability of the Recipient (or any of its personnel or contractors) to carry out the Permitted Funding Activities diligently and independently in accordance with this Agreement.

*Eligible Costs* means the actual costs that have been or will be reasonably incurred by the Recipient on or after the Commencement Date and no later than the End Date to undertake a Permitted Funding Activity in accordance with this Agreement, excluding overhead and management time that is not directly attributable to undertaking a Permitted Funding Activity.

*Funding* means the funding or any part of the funding (as the context requires) payable by DIA to the Recipient in accordance with the terms of this Agreement, as described in the Key Details.

*Funding Proposal* means the Funding Proposal setting out the scope of the Permitted Funding Activities(s) to which Funding is to be applied, in the form approved by DIA.

*GST Offset Agreement* means a deed of assignment between DIA as Assignor and the Recipient as Assignee providing for the offset of the amount of GST in accordance with the Goods and Services Tax Act 1985.

*Key Details* means Part 1 of this Agreement.

*Material Variation* means, in respect of a Permitted Funding Activity, any variation which on its own or together with any other variation or variations results in, or is likely to result in the budgeted expenditure (taking into account all variations) being exceeded or a Permitted Funding Activity being materially delayed, or any variation that materially amends the scope, specifications or function of a Permitted Funding Activity.

*Monitor* means Crown Infrastructure Partners Limited, appointed by the DIA to assist in managing the Funding by undertaking a review and monitoring role.

*Payment Request* means a request submitted to DIA by the Recipient seeking payment of Funding.

*Quarter* means a financial quarter, being a three monthly period ending on 30 June, 30 September, 31 December or 31 March.

*Relevant Event* means actual or forecast failure to materially achieve an outcome(s) of the Funding Proposal (as determined by DIA or the Monitor acting reasonably), including where arising from unfunded cost overruns, material unapproved scope changes, material delay in achieving the delivery timeframes, or failure to meet the End Date for completion of the Permitted Funding Activities.

*Reform Objectives* means the following:

- (a) that there are safeguards (including legislative protection) against privatisation and mechanisms that provide for continued public ownership;
- (b) significantly improving the safety and quality of drinking water services, and the environmental performance of drinking water, wastewater and stormwater systems (which are crucial to good public health and wellbeing, and achieving good environmental outcomes);
- (c) ensuring all New Zealanders have equitable access to affordable three waters services and that the Water Services Entities will listen, and take account of, local community and consumer voices;
- (d) improving the coordination of resources, planning, and unlocking strategic opportunities to consider New Zealand's infrastructure and environmental needs at a larger scale;
- (e) ensuring the overall integration and coherence of the wider regulatory and institutional settings (including the economic regulation of water services and resource management and planning reforms) in which the local

government sector and their communities must operate;

- (f) increasing the resilience of three waters service provision to both short- and long-term risks and events, particularly climate change and natural hazards;
- (g) moving the supply of three waters services to a more financially sustainable footing, and addressing the affordability and capability challenges faced by small suppliers and local authorities;
- (h) improving transparency about, and accountability for, the planning, delivery and costs of three waters services, including the ability to benchmark the performance of the new Water Services Entities; and
- (i) undertaking the reform in a manner that enables local government to further enhance the way in which it can deliver on its broader “wellbeing mandates” as set out in the Local Government Act 2002.

*Remedial Plan* has the meaning given in clause 2.14(a) of Part 2.

*Response Plan* has the meaning given in clause 2.15 of Part 2.

*Termination Event* means any one or more of the events or circumstances set out in clause 4.3.

*Transition Support Arrangements* means the obligations set out in Schedule 2.

*Water Services Entity* means:

- (j) the new water services entities to be established by legislation giving effect to the Three Waters Reform Programme; and
- (k) the local establishment entities to be established by legislation in advance of the establishment of the new water services entities.

## **Construction**

In the construction of this Agreement, unless the context requires otherwise:

*Currency*: a reference to any monetary amount is to New Zealand currency;

*Defined Terms*: words or phrases appearing in this Agreement with capitalised initial letters are defined terms and have the meanings given to them in this Agreement;

*Documents*: a reference to any document, including this Agreement, includes a reference to that document as amended or replaced from time to time;

*Inclusions*: a reference to “includes” is a reference to “includes without limitation”, and “include”, “included” and “including” have corresponding meanings;

*Joint and Several Liability*: any provision of this Agreement to be performed or observed by two or more persons binds those persons jointly and severally;

*Parties*: a reference to a party to this Agreement or any other document includes that party's personal representatives/successors and permitted assigns;

*Person*: a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;

*Precedence* : if there is any conflict between the different parts of this Agreement, then unless specifically stated otherwise, the Key Details will prevail over Part 2;

*Related Terms*: where a word or expression is defined in this Agreement, other parts of speech and grammatical forms of that word or expression have corresponding meanings;

*Statutes and Regulations*: a reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations;

*Writing*: a reference to “written” or “in writing” includes email and any commonly

used electronic document format such as .DOC or .PDF.

---

*END OF PART 3*

**SCHEDULE 1: PERMITTED FUNDING ACTIVITIES**

---

**[Note: Permitted activities on which the Recipient may spend the Funding on, as described in the Recipient's approved Funding Proposa will be inserted by DIA]**



**SCHEDULE 2: TRANSITION SUPPORT ARRANGEMENTS**

---

The Recipient will collaborate and co-operate with the DIA (including through the DIA's National Transition Unit (**NTU**)) to provide for the implementation and carrying out of certain parts of the Three Waters Reform Programme, as further described below.

In making requests under these arrangements, DIA (including the NTU) will have regard to the Recipient's available resources and the competing demands on those resources. It is intended that such requests are made and considered by DIA, the NTU and the Recipient in a collaborative and co-operative manner with a view to achieving the Reform Objectives and ensuring the Recipient is able to continue to carry out its other functions and activities.

The Recipient agrees to provide the collaboration and co-operation requested. If a council controlled organisation (**CCO**) of the Recipient is involved in the delivery of water services then the Recipient agrees to ensure that its CCO does the same.

1. The Recipient will collaborate and co-operate with the DIA (including the NTU) to facilitate the Three Waters Reform Programme (to the extent the law permits).
2. Subject to the consent of any affected employee (and in compliance with the Recipient's employment law and health and safety obligations), the Recipient will:
  - (a) comply with any reasonable request by the Executive Director of the DIA's National Transition Unit (**NTU**) for employees of the Recipient to be seconded to, or otherwise facilitate the engagement of employees with, the DIA for the purpose of assisting the DIA with the Three Waters Reform Programme; and
  - (b) enable, and where necessary facilitate, the participation of the Recipient's staff in any process or engagement with the NTU that relates to their potential employment with a Water Services Entity, including (but not limited to) attending information sessions, accessing NTU channels such as the "People Platform", providing input into the Water Services Entity organisational design and role design, engaging in unions and professional body processes developed to engage and support staff through transition.
3. The Recipient will respond to and comply with any reasonable request by the Executive Director of the NTU for information that the Recipient holds for the purpose of assisting the DIA with the Three Waters Reform Programme.
4. The Recipient acknowledges and agrees that its obligation to provide information under paragraph 3:
  - (a) may include, subject to compliance with applicable laws including the Privacy Act 2020, a requirement to provide information in relation to the assets, liabilities, contracts, property, employees, customers, processes, pricing information relating to water services fees and associated costs, and any other matters that relate to water services delivery;
  - (b) includes a requirement to comply with any reasonable request to research and collate information; and
  - (c) includes a requirement to comply with any reasonable request to provide information in a particular format and within a particular timeframe.
5. The Recipient will notify, and respond to requests for information by, DIA of intended decisions:
  - (a) that relate to the provision of water services; or
  - (b) that may affect (other than in an immaterial way) the provision of water services.

The Recipient acknowledges that such decisions include a decision:

- (c) to adopt or amend a long-term plan or to adopt an annual plan, in each case as contemplated by the Local Government Act 2002;
  - (d) to adopt a policy required by the Local Government Act 2002;
  - (e) that is significantly inconsistent with, or is anticipated to have consequences that will be significantly inconsistent with, any policy or plan adopted by the Recipient under the Local Government Act 2002;
  - (f) to purchase or dispose of assets other than in accordance with its long-term plan;
  - (g) to purchase or dispose of an asset, if the purchase or disposal of the asset will have a material impact on the capacity to provide water services or on the financial well-being of the Recipient;
  - (h) to enter into any contract (other than an employment agreement) that imposes, or will continue to impose, any obligation in relation to the delivery of water services on the existing local authority after 30 June 2024 and the consideration for which is material in the context of the three water services or operations of the Recipient;  
or
  - (i) to borrow money for a period that extends beyond 30 June 2024.
6. The Recipient must not act inconsistently with its long-term plan and its annual plan as it relates to the provision of water services.
7. The Recipient shall include estimated and indicative prices for water services on invoices to consumers on an information only basis, based on a water revenue discovery process undertaken by the DIA. This disclosure obligation will not apply until the DIA has completed this discovery process and notified the Recipient of the basis of disclosure.
8. The Recipient must respond to and comply with any reasonable request by the Executive Director of the NTU to assist DIA and the NTU in the preparation of asset management plans and pricing plans for the Water Services Entities. The Recipient acknowledges that such requests may include:
- (a) a request to compile certain categories of information as part of an information base to inform the preparation of such plans (including, for example, existing water services assets held by or on behalf of the Recipient, current sources of funding for water services and details of employee roles within the Recipient's region or district that are involved in providing water services); and
  - (b) a request to consider particular options or matters for the Recipient's region or district to inform the preparation of such plans.

## Council needs to decide whether or not we should apply for Better Off funding

The Government has made \$2 billion in 'Better Off' funding available to councils to support their transition through the Three Waters Reform. Matamata-Piako's potential share of the funding is \$17.27 million – \$4.32m in 'Tranche 1' (this year) and \$12.95m in 'Tranche 2' (in 2024).

Council has a very clear stance on the Three Waters Reform - **we do not support the current reforms**, and will continue to oppose these, regardless of whether or not we apply for this funding.

Several other councils around New Zealand have already indicated that they will apply for Better Off funding, but intend to continue to fight the reforms.

### What we're considering

To make a decision, Councillors will consider both the advantages and disadvantages of applying for the funding. The arguments we've currently identified are below.

#### Yes - the argument for applying for funding

- This funding could help advance exciting projects we've got planned as there are few rules as to what the funding could be used.
- The Department of Internal Affairs (DIA) has final say as to whether the funds will be approved.
- We would have to comply with the draconian reporting requirements, and cover cash flow requirements from its own expenditure, as Council must meet the Standard Conditions of Contract, especially those related to Contract Payments and it is highly likely that payments from DIA will be on those exact set dates.
- The project would be under the close watch of a DIA representative and Crown Infrastructure Partners Ltd.
- We can accept the funding, but only on the condition that Council will retract from its previous campaign against the 3 Waters reform, or face the almost certain risk that the DIA may not fund all or parts of the project in the event of Council not complying with all the requirements laid out in a 25 page signed agreement between Council and DIA, especially the part of the water-tight agreement that states that "the Recipient will collaborate and co-operate with the DIA (including the NTU) to facilitate the Three Waters Reform Programme (to the extent the law permits)".
- The total or part costs of the project that may not receive funding will be a direct cost to the ratepayer, as well as possible legal action by contractors, in the event of the project having to be shut down before completion.
- DIA's liabilities are clearly defined in the agreement and any major risks will be the Council's responsibility and therefore a major risk/cost for the ratepayers.

Tranche 1 may be our only chance to access this money. (if there is a change of government in 2023)

#### No - the argument for refusing the offer of funding

- No risks to Council or its ratepayers.
- We can continue to object to the Three Waters Reform.
- We maintain both our own and Council's integrity and credibility

What do you think Council's response to this question should be?

Yes  No  (please put a tick, or fill in the box, for your answer to the Council's question)

It is important for us, your Council Representatives, to know what you think, as to whether we should say YES or NO to the Government's offer of "Better Off" Funding as it is a very large factor in the future of our Local Government as we know it.

Given the extremely tight timeframe for Council to respond to the offer, it is extremely important to us that your responses are received by 4pm on Monday 5 September 2022.

### 3 Water Reforms

#### Important information for the Rate Payers and Residents of the Matamata Piako District

1. Under the Three Waters proposal, the Government intends to take ownership of local ratepayers' water assets for a fraction of their value. Water and wastewater assets alone are worth around \$250 million, a mere \$17 million is being offered in compensation. Local councils will suffer the loss of the assets' values and also lose control of them. The new owners and operators of the water assets will not be accountable to local ratepayers (the boundaries of the new water control agencies fall along Iwi lines). We will be charged for water over and above our current rates and taxes.

2. Timaru, Waimakariri and Whangarei District Councils have asked the High Court to define "property rights" as the Government appears to be acting illegally. If allowed to expropriate these assets for well under their fair value, the security of all private property rights will be at risk.

3. The Government has offered the MPDC \$4.32 million as the first instalment of better-off funding. This is a sweetener, or bribe to induce our council to accept the theft of our assets. There are strings attached, naturally. This money is to be used for beautification projects and not core Council services, let alone water services.

4. The control of water assets and so access to water itself is at stake. Water is the basis of individual life and the economic flourishing of our farms and our homes. The Government's ultimate intention is to control access to water and pass ownership of our water to a small unelected and unaccountable group.

5. Our local council is providing an inadequate public consultation process, despite committing to not applying for the better-off funding until proper consultation has been undertaken. We need MPDC to defer its application until after public consultation (as for example, Hamilton City Council has done). MPDC has given the public from the 23rd August - 5th September to comment on what is effectively a questionnaire which does not state that accepting the better-off funding is integral to the Three Waters reforms. Furthermore, an issue of this magnitude should not be rushed through by a council near the end of its term as it leaves the consequences for the next mayor and councillors to deal with.

1) A message to this effect needs to be sent to Ash Tanner and the MPDC councillors:

I \_\_\_\_\_ wish to be heard on the matter of Three Waters (initially, on the matter of the first tranche of the better-off funding) and so seek a full consultation process.

2) *Please also comment on the Better Off Funding submission on the MPDC website at*

[www.mpd.govt.nz/have-your-say/better-off-funding](http://www.mpd.govt.nz/have-your-say/better-off-funding)

3) To stay in contact with the Retain Our MPDC Assets Group please email us at

[retainourmpdcassets@gmail.com](mailto:retainourmpdcassets@gmail.com)