

Kaunihera | Council

Kaupapataka Wātea | Open Agenda



Notice is hereby given that an ordinary meeting of Matamata-Piako District Council will be held on:

Ko te rā | Date: Wednesday 25 June 2025
Wā | Time: 09:00
Wāhi | Venue: Council Chambers
35 Kenrick Street
TE AROHA

Ngā Mema | Membership

Manuhuia | Mayor

Adrienne Wilcock, JP (Chair)

Koromatua Tautoko | Deputy Mayor

James Thomas

Kaunihera ā-Rohe | District Councillors

Caleb Ansell

Sarah-Jane Bourne

Sharon Dean

Bruce Dewhurst

Dayne Horne

Peter Jager

James Sainsbury

Russell Smith

Kevin Tappin

Gary Thompson

Sue Whiting

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1 Whakatūwheratanga o te hui | Meeting Opening

2 Ngā whakapāha/Tono whakawātea | Apologies/Leave of Absence

An apology from Councillor Kevin Tappin has been received and leave of absence requested until 1 August 2025.

3 Pānui i Ngā Take Ohore Anō | Notification of Urgent/Additional Business

Section 46A(7) of the Local Government Official Information and Meetings Act 1987 (as amended) states:

“An item that is not on the agenda for a meeting may be dealt with at that meeting if-

- (a) The local authority by resolution so decides; and
- (b) The presiding member explains at the meeting, at a time when it is open to the public,-
 - (i) The reason why the item is not on the agenda; and
 - (ii) The reason why the discussion of the item cannot be delayed until a subsequent meeting.”

Section 46A(7A) of the Local Government Official Information and Meetings Act 1987 (as amended) states:

“Where an item is not on the agenda for a meeting,-

- (a) That item may be discussed at that meeting if-
 - (i) That item is a minor matter relating to the general business of the local authority; and
 - (ii) the presiding member explains at the beginning of the meeting, at a time when it is open to the public, that the item will be discussed at the meeting; but
 - (iii) no resolution, decision or recommendation may be made in respect of that item except to refer that item to a subsequent meeting of the local authority for further discussion.”

4 Whākī pānga | Declaration of Interest

Members are reminded of their obligation to declare any conflicts of interest they might have in respect of the items on this Agenda.

5 Whakaaetanga mēneti | Confirmation of Minutes

Minutes, as circulated, of the ordinary meeting of Matamata-Piako District Council, held on 28 May 2025

6 Papa ā-iwi whānui | Public Forum

Name	Topic
Peter Volker	<ul style="list-style-type: none">• Consultation procedure on 'Local Water Done Well'
Peter Volker	<ul style="list-style-type: none">• Council's role in Fast tracking of projects

7 Pūrongo me whakatau | Decision Reports

7.1 Local Water Done Well Consideration of Submissions and Deliberations

CM No.: 3039587

Te Kaupapa | Purpose

The purpose of this report is to inform Council of the submissions received through the Local Water Done Well public consultation and to support Council's consideration of the feedback received.

Following consideration of the submissions, the intent is for Council to confirm its preferred approach to water service delivery. This decision will inform the preparation of Matamata-Piako District Council's Water Services Delivery Plan, as required under the Local Water Done Well framework. The report summarises the consultation process and key themes, provides staff responses, and presents a comparative assessment of the shortlisted delivery options to assist in final decision-making.

Rāpopotonga Matua | Executive Summary

Matamata-Piako District Council is required to decide on a future model for delivering its drinking water, wastewater, and stormwater services under the Government's **Local Water Done Well** framework. This decision will have long-term implications for public health, environmental outcomes, infrastructure resilience, and financial sustainability.

Following an evaluation of five potential models, Council shortlisted two for public consultation:

- **Option 1:** An enhanced Internal Business Unit (IBU) within Council, financially ring-fenced.
- **Option 2 (Preferred):** A Multi-Council Owned Water Organisation—**Waikato Water Done Well**, established as a Council Controlled Organisation (CCO).

Public consultation was undertaken between 5–25 May 2025, supported by a multi-channel campaign that reached over 5,000 residents. A total of **21 submissions** were received: 12 in support of the CCO model, 6 opposed, and 3 neutral or unclear. While formal submission numbers were modest, the overall engagement demonstrated a good level of community awareness and understanding.

Key themes from submissions included concerns about local control, financial transparency, staffing retention, and future costs. In response, staff have identified how the proposed CCO model addresses these issues—through clear governance structures, ring-fenced funding, retention strategies, and mechanisms to ensure local influence and oversight.

A detailed comparative analysis was also undertaken. It found that while both models are viable, the **Waikato Water Done Well CCO** offers stronger long-term benefits:

- Greater **financial sustainability** (\$96M savings projected by 2044; lower annual price increases of 4% vs 7%)
- Enhanced **operational capacity**, workforce resilience, and regulatory readiness
- Improved **regional collaboration** and alignment with national reforms

- Preserved **public ownership** with strategic input via Shareholder Agreements

Both models carry risks, but the CCO's scalability and ability to access economies of scale offer greater resilience in meeting future challenges. Key safeguards can be embedded in the Shareholder Agreement and Transition Plan to address community concerns and ensure a cautious, well-managed transition.

Council is now asked to consider the consultation feedback, legal and policy obligations, and strategic analysis to make a final decision on the preferred water service delivery model. The decision will inform the preparation of the required **Water Services Delivery Plan**, due by 3 September 2025.

Tūtohunga | Recommendation

That:

1. Council receives the report;
2. Council considers public submissions received as part of the consultation undertaken in accordance with Local Water Done Well.
3. Council directs staff to respond to each submitter with the Council's decision and relevant commentary.
4. Council approves;

OPTION 1: INTERNAL BUSINESS UNIT (IBU) OF COUNCIL (FINANCIALLY RING FENCED)

- a) Council, having considered public submissions, and the comparative analysis of delivery models, approves the establishment of an Internal Business Unit to manage and deliver wastewater, drinking water and stormwater services;

OR

OPTION 2: MULTI-COUNCIL OWNED WATER ORGANISATION (WAIKATO WATER DONE WELL COUNCIL CONTROLLED ORGANISATION (CCO))

- a) Council, having considered public submissions, and the comparative analysis of delivery models, approves 'Waikato Water Done Well Council Controlled Organisation' as the model for delivering water and wastewater services, in accordance with the Local Government (Water Services Preliminary Arrangements) Act 2024 ("WWDW Decision");
- b) Council re-affirms its previous resolution that stormwater services will continue to be delivered in-house.

Horopaki | Background

Matamata-Piako District Council (Council) is required to determine a future delivery model for water services under the Government's *Local Water Done Well* framework. This decision will have long-term implications for how drinking water, wastewater, and stormwater services are delivered - affecting public health, environmental outcomes, infrastructure resilience, and financial sustainability.

Following the shift from the previous centralised reform model (*Three Waters*) to a locally led approach, councils must now prepare a Water Services Delivery Plan by 3 September 2025. As part of this, Council assessed five potential delivery options and shortlisted two for public consultation at the Council meeting on the 30 April 2025.

Option 1: Enhanced Internal Business Unit IBU (Financially Ring-Fenced)

This option retains water service delivery within Council but requires significant changes to governance, reporting, and compliance to meet new regulatory requirements. It builds on the current in-house model but introduces clearer separation, including a Water Services Strategy, standalone financial statements, and a separate annual report for water services.

While this option maintains public ownership and direct democratic oversight, it presents several long-term challenges. These include higher costs, increased regulatory complexity, and greater financial risk. Council would also face growing competition for skilled staff and contractors from larger regional entities. Over time, the Commerce Commission may play a greater role in regulating service levels, pricing, and investment decisions.

Option 2: (Preferred): Multi-Council Owned Water Organisation (Waikato Water Done Well CCO)

The preferred option involves joining a jointly owned, council-controlled organisation—Waikato Water Done Well—alongside other rural and provincial councils in the region. This model enables collaborative delivery of water services through an independent board, while ownership and strategic oversight remain with participating councils.

This approach offers improved long-term affordability, stronger financial sustainability, and greater operational efficiency. It enables compliance with increasingly stringent regulations, supports workforce resilience, and benefits from economies of scale. Funding is ring-fenced, and governance arrangements preserve local influence through shareholder rights and strategic input.

Council also separately resolved that stormwater services will continue to be delivered in-house and noted that contracted management for stormwater was considered but is not recommended at this time.

The 30 April 2025 report can be viewed [here](#). The Consultation Document is also attached to this report. This report presents the results of public consultation on the two shortlisted options.

Public Consultation

Council undertook a three-week period of public consultation from 5 to 25 May 2025 to seek community views on future water service delivery under the *Local Water Done Well* framework. The consultation aimed to explain the need for change, present the two delivery model options, and invite feedback.

Hard copies of the Consultation Document and submission form were available at Council libraries and offices from 5 May 2025.

To promote awareness and participation, Council delivered a multi-channel campaign that reached thousands of residents:

- Over 5,300 Antenno notifications issued
- Full-page adverts placed in three local newspapers
- Approx. 3,000 reached via Facebook posts and Stories
- Featured in three email newsletters with open rates between 39.4%–59.4%
- 1,131 unique visits to the consultation webpage
- Three online articles with over 500 views each

Engagement opportunities included:

- Three Business After 5 events (one per town)
- Two webinars hosted by the Mayor and CEO, with 49 subsequent video views
- Three community information sessions with small but engaged attendance

A total of 21 formal submissions were received during the consultation period on Local Water Done Well, with 12 submitters expressing support for the Council Controlled Organisation (CCO) model, 6 opposing it, and 3 either unclear or not stating a position.

While the level of formal submissions is modest, the depth of some submissions and the engagement data indicate that the topic reached a broad audience. The challenge now is to ensure that Council's final decision is informed by submissions received and also the wider context and strategic analysis.

Ngā Take/Kōrerorero | Issues/Discussion

This section of the report outlines the following:

- Themes in the public submissions received
- Summary of responses to key themes
- Comparative Assessment of the two Water Service Delivery models consulted on

Themes in Public Submissions

The majority of submissions received supported Council's preferred option Waikato Water Done Well Council Controlled Organisation (CCO). Some written submissions expressed concerns and/or opposition to the CCO. These are summarised under key themes.

Key Themes

Local Control & Accountability – Concern was expressed about loss of locally built and maintained public asset ownership, risk of diluted ratepayer influence and engagement, added bureaucracy, slower decision-making, uncertain long-term sustainability, fears of growing central government control, and weakened local voice.

Staff Expertise & Retention – There is support for keeping experienced local staff and

Key Themes
ensuring competitive remuneration, rather than losing them to a new entity
Financial & Operational Viability – Concerns were expressed regarding uncertain funding structures and potential privatisation, staggered council participation, lack of control on Board spending, potential cost escalations and unclear long-term ratepayer impacts.
Governance & Oversight – There were calls for transparent safeguards, clear performance metrics, regular audits and public reporting to prevent unchecked price rises or mismanagement.
Public Consultation and Transparency – There was some feedback that the process has been biased toward the CCO option, lacking independent analysis and genuine two-way engagement.
Environmental & Future Planning – Feedback called for ensuring water services plans integrate with regional catchment management, freshwater health objectives and climate-resilience goals whilst catering for growth.
Equity and Regional Collaboration – Comments included support for inter-council cooperation on infrastructure investment, but balanced with maintaining local decision-making and accountability, and the need to clarify cross-subsidisation principles, address distance-related operating costs and ensure fair treatment across diverse communities.
Other – Other points raised included what will happen with stormwater services, future water supply solutions for Waitoa, other examples of amalgamations, and direct central government funding as another option.

Summary of Responses to Key Themes

Staff have considered the key themes raised through public submissions and provide the following summary of how the proposed model addresses these concerns:

- **Local Control:** Councils retain strategic oversight through the Shareholder Representative Forum, voting rights, and reserved matters that require council approval. Local influence is embedded in governance and planning processes.
- **Workforce Stability:** Strategies are in place to retain skilled staff, including competitive pay and career development, to ensure continuity.
- **Affordability and Funding:** Ring-fenced funding, economies of scale, and access to LGFA borrowing support long-term affordability. Initial pricing is capped to align with council forecasts, and differential pricing will be maintained during transition.
- **Compliance and Regulation:** Councils will seek clarity on central government funding for regulatory requirements. Provisions are included to manage compliance efficiently and avoid unnecessary burden.

- **Transition and Capital Delivery:** Transitional arrangements preserve existing capital programmes and minimise service disruption. A Water Services Strategy will guide long-term investment and infrastructure planning.
- **Environmental and Regional Alignment:** The model supports catchment-based planning and builds on co-governance relationships with key environmental authorities.
- **Equity and Fairness:** Cost-sharing and investment priorities reflect each council's needs. Pricing and service delivery will remain locally focused in the early years to ensure fair treatment across communities.

These initial responses aim to address community concerns while supporting a resilient and future-focused Water Service Delivery model.

Comparative Assessment of the two Water Service Delivery Options

As part of Council's evaluation of the future Water Service Delivery model, a detailed comparative analysis of the two shortlisted options—the Enhanced Internal Business Unit (IBU) and the Waikato Water Done Well Council Controlled Organisation (CCO)—was undertaken. This analysis remains a critical input to decision-making to be considered alongside public submissions received during consultation.

The assessment provides a balanced evaluation of both models across six key criteria:

- **Transparency and Accountability – Rated High for both options**
Both models provide strong governance and transparency. The CCO model includes independent board oversight and public reporting, while the IBU maintains direct Council control and proximity to community input.
- **Regulatory Compliance – Rated Medium for both options**
Both models face challenges in meeting evolving regulatory requirements. The CCO offers dedicated scale and governance, while the IBU is constrained by internal capacity but benefits from close integration with Council governance.
- **Financial Sustainability – Preferred: CCO (High vs Medium)**
The CCO demonstrates stronger long-term financial sustainability, enabled by access to greater borrowing capacity, ring-fenced revenue, and economies of scale. The IBU is more limited in debt capacity and faces affordability pressures over time.
- **Operational Capability and Capacity – Preferred: CCO (High vs Medium)**
The CCO can support a larger, more specialised workforce and regionally integrated systems. The IBU may continue to face recruitment challenges and constraints in scaling or responding to infrastructure pressures.
- **Collaboration and Regional Alignment – Preferred: CCO (High vs Medium)**
The CCO model fosters regional coordination, supports Treaty and iwi engagement, and aligns with regional planning priorities. The IBU retains a localised focus but lacks the ability to leverage shared services or coordinated investment.
- **Community and Customer Engagement – Preferred: IBU (High vs Medium)**
The IBU offers stronger direct accountability and responsiveness to the local community. The CCO includes public reporting mechanisms but may be perceived as less accessible due to its regional scale.

Table: Internal Business Unit vs Waikato Water Done Well CCO Summary Assessment

Assessment Criteria	Option 1 Internal Business Unit	Option 2 Waikato Water Done Well CCO
Transparency and Accountability	High	High
Regulatory Compliance	Medium	Medium
Financial Sustainability	Medium	High
Operational Capability and Capacity	Medium	High
Collaboration and Regional Alignment	Medium	High
Community and Customer Engagement	High	Medium

This comparative assessment supports Waikato Water Done Well CCO as the preferred delivery model for Council, especially when considering long-term affordability, service resilience, and alignment with national reform direction. When considered alongside the themes emerging from the submissions received as part of the public consultation, it supports a comprehensive basis for Council’s final decision on the Water Service Delivery model.

The financial and affordability analysis indicates the long-term benefits of the Waikato Water Done Well (WDDW) model. It is projected to deliver approximately \$96 million in savings by 2044. Average annual price increases under the WDDW model are expected to be lower—around 4% compared to 7% under the Internal Business Unit (IBU) model. Additionally, transferring water-related debt to the CCO would remove it from Council’s balance sheet, increasing financial headroom for other priorities.

A multi-council entity like WDDW can achieve greater operational efficiency by consolidating procurement, streamlining capital delivery, and sharing specialist resources across the region. It can also invest in advanced systems, develop a more resilient workforce, and better manage long-term infrastructure needs. This scale enables a more cost-effective and financially sustainable delivery of water services, while reducing the burden on individual councils and their ratepayers.

Mōrearea | Risk

Risk Assessment: Internal Business Unit of Council vs Multi-Council Owned Water Organisation (Waikato Water Done Well CCO)

Both delivery models involve inherent risks. While each option is designed to meet the requirements of the Local Water Done Well framework, there are uncertainties and trade-offs associated with each approach that must be carefully considered in the decision-making process.

Internal Business Unit of Council Risks

- **Unknown Costs:** Establishing and operating a compliant IBU may reveal hidden or underestimated costs, particularly as new regulatory requirements emerge.
- **Staffing:** Recruitment and retention challenges remain. The IBU must compete with neighbouring councils and CCOs for skilled staff in a tight labour market.
- **Procurement:** Remaining as a single council may limit opportunities for bulk procurement or panel arrangements, increasing the cost of materials and services.
- **Borrowing Constraints:** Council-level borrowing limits may restrict the ability to fund future water infrastructure, especially given current debt levels.
- **Reputational Risk:** Failing to meet compliance or service expectations under a standalone model could attract public or regulatory scrutiny.
- **Isolation from Regional Collaboration:** By sitting outside a larger amalgamated group, the IBU may miss opportunities to share expertise, innovation, and resources.

Multi-Council Owned Water Organisation (Waikato Water Done Well CCO) Risks

- **Unknown Costs:** Transition and setup costs may be significant and are not fully known at this stage.
- **Staff Transition:** There may be uncertainty for staff during the change process, including potential resistance or loss of experienced personnel.
- **Procurement Dependence:** While a CCO may access better procurement rates, there is a risk of becoming reliant on broader agreements that may not always align with local priorities.
- **Borrowing and Financial Control:** Councils may have less direct control over financial decision-making and borrowing, depending on the CCO structure.
- **Reputational Risk:** If the CCO underperforms or fails to meet expectations, councils may still carry public and political accountability without direct control.
- **Loss of Local Autonomy:** Being part of a larger entity may limit local influence over priorities and service levels.

There are a number of risks common to both the Internal Business Unit and Waikato Waters Done Well CCO — though the degree, scale, and how they are managed may differ between the two.

These risks include transition, the cost of implementing a new delivery model, the ability to fully realise anticipated benefits, the challenge of retaining staff through a period of significant change. Additional risks include potential disruption to water and wastewater services, impacts on the delivery of capital works, and the effect on Council's relationships with Iwi/Māori, customers and stakeholders.

There is also a risk that future policy or legislative changes—such as the introduction of Bill 3—and decisions made by other participating councils could affect the financial modelling and underlying assumptions.

Ngā Whiringa | Options

Preferred Option and Final Considerations

While both shortlisted options are viable, the Multi-Council Owned Water Organisation Waikato Water Done Well (CCO) presents a clearer and more sustainable pathway to address future water service challenges. This model delivers stronger alignment with the Local Water Done Well reform framework and offers greater scalability, financial resilience, and capacity to deliver safe, sustainable water services over the long term.

Based on the comparative analysis, particularly in the areas of financial sustainability, operational capability, and strategic alignment along with the results of public consultation, Waikato Water Done Well remains the preferred option. It offers a coordinated regional approach that supports:

- Long-term affordability and financial sustainability
- Resilient, high-quality service delivery
- Delivery on regulatory and Treaty obligations
- Stronger regional collaboration and leadership

Community feedback, while mixed, highlighted key concerns around ensuring local oversight is maintained, minimising any financial burden, and protecting the interests of local industries that are significant to the district's economy. These concerns emphasise the importance of a cautious and well-managed transition.

To address these concerns, Council can incorporate key safeguards into the Shareholder Agreement and Transition Plan. These include clear governance and accountability mechanisms, strategic workforce retention measures, staged implementation approaches, and ongoing engagement with major stakeholders.

In making its final decision, Council must weigh the benefits of improved efficiency, compliance, and long-term resilience against the community feedback received and the broader legal and strategic context. The aim is to adopt a delivery model that secures the district's water future while maintaining public confidence and protecting local interests.

Ngā take ā-ture, ā-Kaupapahere hoki | Legal and policy considerations

Council has consulted on options under Local Water Done Well using requirements set out in Section 2, the "Alternative requirement: consultation", of the Local Government (Water Services Preliminary Arrangements) Act 2024.

Bill 3, and other policy, will set out a range of changes to the water services delivery system and to the water services regulatory system. It paves the way for economic regulation of water services so that how we charge for water, wastewater and stormwater meets acceptable price and quality outcomes for customers. The legislation will also set out amended powers and responsibilities of water Council Controlled Organisations.

Local Government Act 2002 (LGA 2002) Decision-making requirements

The Local Government (Water Services Preliminary Arrangements) Act 2024 sets up a bespoke consultation and decision-making framework for making these decisions on water services. These are called 'alternative requirements'.

Staff have considered the key considerations under the Significance and Engagement Policy and have assessed that the matter(s) in this report has/have a high level of significance. The recommendations in this report relate to the transfer of ownership / control of Council's waters assets.

Waters assets are defined in Council's Significance and Engagement Policy as Strategic Assets.

There is high level of public interest in the provision of waters services and waters services affect all Matamata-Piako residents and businesses.

The alternative requirements apply despite anything to the contrary in Council's significance and engagement policy.

In summary the ‘alternative requirements’ provide -

- A simplified process, to assist with the preparation, consultation and adoption of the Water Services Delivery Plan
- A relaxation of the usual requirements in the Local Government Act 2002 (LGA) for option identification and assessment, and a consequential streamlining for consultation
- Consultation is mandatory on the proposed model or arrangement for water service delivery
- Consultation on the balance of a WSDP is optional

The Water Services Delivery Plan must include an anticipated or proposed model for delivering water services

Local Government Act 2002		Preliminary Arrangements Act 2024	
s76	Establishes decision-making requirements	s60	Dispenses with s76, where alternative requirements are relied on
S77(1)(a) and (b)	“seek to identify, and assess the advantages and disadvantages of, all reasonably practicable options ”	s61	For the proposed model, “ must identify both of the following 2 options for delivering water services ”, being the existing and a CCO or joint arrangement
s56 (1)	Consultation required before CCO established	s62	No further consultation required beyond that required by s62
s78	Consider views and preferences of interested and affected persons	s62	No change, but only required to consult once
s82/82A	Consultation principles, information principles	s64	Specific information requirements for the “proposal”
S93 and 97(2)(b)	Requirement to use SCP when amending Long Term Plan, or dealing with strategic assets	s63	No requirement to consult on the Long Term Plan Amendment , in certain cases

Consultation has been completed using requirements set out in Section 2, the “Alternative requirement: consultation”, of the Local Government (Water Services Preliminary Arrangements) Act 2024.

Policy Considerations

This recommendation is ‘significantly inconsistent’ with the 2024-34 Long-Term Plan which provides for Council to continue delivering water services until 2034. This means Council needs to clearly identify:

- A. the inconsistency; and
- B. the reasons for the inconsistency; and
- C. any intention of Council to amend the policy or plan to accommodate the decision.

The reasons for the inconsistency is due to the current water reform legislation and process that has progressed since the 2024-34 Long-Term Plan was adopted. Council will need to amend the Long Term Plan to accommodate the decision, if the *Waikato Water Done Well* model is confirmed following the consultation process.

Section 63 of the PA Act exempts a Council from consulting on a Long Term Plan Amendment for the purpose of “giving effect to proposed model” or Waters CCO or joint arrangement” if:

- it has “already consulted its community in relation to the proposal”; and
- It is satisfied that it has a good understanding of - implications, and community views (i.e. through the current consultation)

Ngā Pāpāhonga me ngā Whakawhitiwhitinga | Communications and engagement

Council undertook a targeted three-week consultation (5–25 May 2025) to engage the community on the proposed changes to water service delivery under the Local Water Done Well programme. The approach was designed to inform residents about the challenges prompting change, explain the two delivery model options, and provide opportunities for feedback.

Hard copies of the Consultation Document and submission form were made available from the Council’s libraries and offices from 5 May 2025.

Raising Awareness

A multi-channel awareness campaign was delivered to ensure the public knew consultation was underway and understood how to participate:

- Antenna notifications were sent to over 5,300 devices.
- Full-page advertisements were published in all three local newspapers to reach offline audiences.
- A series of organic Facebook posts and Stories achieved a combined reach of approximately 3,000.
- The consultation featured in three email newsletters, with open rates ranging from 39.4% to 59.4%, indicating good public interest.

Providing Information

Efforts to inform the public about the proposed model and encourage considered submissions included:

- The dedicated consultation webpage which received 1,131 unique visits.
- Digital engagement was strong, with click-through rates from email newsletters reaching 35% on key links, such as the preferred option and the consultation document.
- Three explanatory articles were published online, each averaging over 500 views, contributing to an understanding of the issues.

Creating Opportunities for Engagement

Council provided a range of public opportunities to ask questions and make submissions:

- Three Business After 5 events were held (one per town) to connect with local business communities prior to consultation.
- Two webinars were hosted by the Mayor and CEO, with live participation lower than anticipated (average of 9.5 attendees) but 49 people subsequently viewed the recording of the daytime session – where there were a range of good questions asked.
- Three community information sessions were held across the district, in place of the usual hearing, as allowed under the LGA 2002. Attendance averaged just under 10 people per event, providing direct access to elected members and staff. While the numbers were small the quality of questions was high, and the smaller numbers allowed for more discussion to take place.

Ngā take ā-lhinga | Consent issues

There are no consent issues.

Te Tākoha ki ngā Hua mō te Hapori me te here ki te whakakitenga o te Kaunihera | Contribution to Community Outcomes

Matamata Piako District Council's Community Outcomes are set out below:

MATAMATA-PIAKO TŌ MĀTOU WĀHI NOHO OUR PLACE		MATAMATA-PIAKO DISTRICT COUNCIL TE ARA RAUTAKI STRATEGIC DIRECTION	
TŌ MĀTOU WHAKAKITENGA OUR VISION			
Matamata-Piako District is vibrant, passionate, progressive, where opportunity abounds. 'The heart of our community is our people, and the people are the heart of our community.			
TŌ MĀTOU WHĀINGA MATUA OUR PRIORITIES (COMMUNITY OUTCOMES)			
			
He wāhi kaingākau ki te manawa A place with people at its heart	He wāhi puawaitanga A place to thrive	He wāhi e poipoi ai tō tātou taiao A place that embraces our environment	He wāhi whakapapa, he wāhi hangahanga A place to belong and create

Matamata-Piako's vision of building vibrant, thriving communities, with a place that embraces the environment will be strengthened through ensuring that water services (which are a fundamental lifeline utility for our communities) are delivered in the most efficient and effective model, which meet all regulatory and legislative requirements, meeting public health and environmental expectations. Council will maintain a role with the CCO to monitor the delivery of services.

Water services are a fundamental lifeline. The recommended approach will deliver benefits to Matamata-Piako, including by being better equipped to deliver the investment that is required for water quality and growth, contributing to improved environmental, social and economic wellbeing over time.

The establishment of a multi-Council waters Council Controlled Organisation will help ensure that sufficient investment can be realised to meet compliance requirement of Councils. This will in turn help improve wellbeing across the sub-region and the quality of discharge into the rivers in support of Treaty Settlement legislation.

Water services are subject to significant environmental regulation. Local Water Done Well will introduce further regulation e.g. around water quality and will also introduce national standards for wastewater discharges. All options respond to this, although the *Waikato Water Done Well* CCO takes a more coordinated approach to the quality and health of the environment.

Over time the recommended approach will be better equipped to deliver the investment that is required to support growth, staffing and resource challenges.

Pānga ki te pūtea, me te puna pūtea | Financial Cost and Funding Source

Under the *Waikato Water Done Well* CCO option, establishment costs are intended to be paid for by the CCO and will become debt of the CCO and be governed by establishment boards. Agreement will need to be reached as to what costs constitute ‘establishment/ transition costs’ so that there is clarity on what specifically can be passed on from the councils to the CCO.

At this point, the advice is that from the point that shareholding constitutional documents are agreed, costs thereon can be attributable to the CCO. It is open to councils to treat the costs (from the point outlined above) of establishing the CCO, and transitioning their business into the CCO, as a loan to the CCO and capitalise into the CCO once established. This will need to be documented in appropriate agreed covenants.

The LGFA has not indicated a position with respect to councils passing the cost of establishment across to the CCO. From its perspective, it is between councils and the CCO as to how much debt comes across. The key requirement for the LGFA is that it wants the financial projections for the CCO to show investment grade metrics in the long-term.

Ngā Tāpiritanga | Attachments

A  Local Water Done Well Consultation Document



B  LWDW Submissions with Staff Comment



Ngā waitohu | Signatories

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Local Water Done Well

Consultation
May 2025



te kaunihera ā-rohe o
matamata-piako
district council





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Water reform in New Zealand

As a community, we have a big decision to make about how water services are delivered now and for future generations. And it's more than just about the water you drink and flushing the loo! It's about keeping things affordable and looking after the environment too.

The Government has introduced its Local Water Done Well legislation replacing the previous government's water reform programme.

Local Water Done Well aims to:

- address how water infrastructure across New Zealand is funded and delivered in a financially sustainable manner
- introduce a new regulatory regime for water services delivery, which sets out increased environmental, economic and human health standards and regulations.

Under the new legislation, councils need to develop water services delivery plans and submit them by 3 September 2025 for Government approval. These plans must provide a current and long-term assessment of councils' water infrastructure, outline the necessary investment required in water services to deliver on projected population growth and development needs, and detail how Councils plan to finance and deliver these plans through their preferred water services delivery model.

Like all councils, we are facing a number of complex issues when it comes to delivering Matamata-Piako's drinking water, wastewater and stormwater services, and it is going to get more expensive.

No matter what delivery model we choose, the cost of water services will go up due to the new government rules and other factors.

Water reform timeline



Preferred option

Before adopting the model that best meets their [future] needs councils must:

- **assess the advantages and disadvantages of at least two options**
 - one of these must be the existing arrangement but restructured to meet the new regulations for water and wastewater services
 - one of these must be some kind of joint arrangement or CCO
- **compare the options against each other based on impacts on rates, debt, levels of service and water charges**
- **identify a PREFERRED option and consult the community on this (information on the other option that was considered needs to also be made publicly available)**
- **take into account the feedback received and make a decision on the final model.**

Item 7.1

Attachment A



Where you come in

The Local Government (Water Services Preliminary Arrangements) Act 2024, requires Council to consult on its future delivery model options, with the chosen option required to be included in the Council's Water Services Delivery Plan.

We are not required to consult on the plan itself, only the future delivery model.

This consultation must include our current approach to delivering water services, even though this option is not considered to be financially sustainable or preferred by the Council. Our preferred water services delivery option we are asking you to consider, is a Council Controlled Organisation (CCO) with other Waikato rural/provincial councils known as Waikato Water Done Well.

If the decision is made to proceed with the Waikato Water Done Well option, it is proposed Matamata-Piako's drinking water and wastewater assets transfer to the CCO on 1 July 2026. This would require an amendment to the Long-Term Plan to reflect that decision.

Your feedback will help inform the final decision on what the future of water services delivery looks like for Matamata-Piako.



We've done our homework

We want what is best for Matamata-Piako. We know Local Water Done Well will significantly change the way water services are delivered in New Zealand, will impact generations to come, and change who we are as a council too. The reality is, central government has told us we can't keep things as they currently are.

We have done a lot of work and analysis, obtained expert advice, and undertaken the due diligence needed to understand our options for water services delivery, and what is required to satisfy the requirements of a water services delivery plan.

After initially considering a range of options, we further investigated two options for Matamata-Piako:

- **Waikato Water Done Well, with other rural/provincial councils in the region – this is our preferred option**
- **Keep delivering water services within Council, but make major changes to our structure and reporting to meet new regulations - we refer to this as an internal business unit**

Following further work and careful consideration of the options, Waikato Water Done Well has emerged as the Council's preferred option.

Under the CCO option, the drinking water and wastewater assets would be owned by the CCO. However, the councils would be shareholders, or the owners, of the CCO. With an internal business unit, Council would retain ownership of these assets. Both of those options will come at a cost to implement.

About our water services and infrastructure

We currently provide drinking water, wastewater and stormwater services to Matamata-Piako residents and businesses.

Water



10 Water treatment plants
Supplying water to **11,134** properties



417 kilometres of water mains and pipes
Treating **5.5 million** litres of water

\$45 million

To be spent in the next 9 years on infrastructure to treat and supply water

Let's
kōrero
wai

Talk
water

Wastewater

4

**wastewater
treatment plants**

- one in Matamata, Te Aroha,
Morrinsville and Tahuna



Treating water from

11,099
properties

39

Pump stations

Treating 3.32 million litres
of wastewater*



276 km

of wastewater mains

**\$88
million**

for infrastructure
development



**\$31.8
million**

for planned upgrades of
Morrinsville, Te Aroha and Tahuna

Around \$64 million to complete
**NEW Matamata Wastewater
Treatment Plan**

*Denotes the quantity treated in the 2023/24 financial year



What about stormwater?

Stormwater is the water that runs off surfaces when it rains. Council operates and maintains stormwater infrastructure across the district to limit the impact of flooding and to ensure that stormwater discharges to waterways are free from contaminants.

Our stormwater assets are linked to and maintained across various council activities such as roading, parks and reserves. Our stormwater system helps drain the water away.

For now, Council will continue to manage stormwater services. In the future, we might look at whether the new water organisation could be contracted to take on this work.





Why the need to change?

Councils in our region are facing significant challenges.

New regulations - new regulations are being introduced that will bring additional standards and further cost increases (over and above the current requirements). These regulations are about reducing health risks for drinking water, and improving the impacts on the environment.

Ageing infrastructure - many water and wastewater systems need replacing or upgrading.

Population growth - demand for water services is growing faster than the national average, with population increases ranging from 3% to 10.2% in the last five years.

Rising costs - the costs of building sewage systems has risen 30% over the past three years, while water supply systems are up to 27%. The new regulations mean we were going to have to spend more - but these rising costs add more on top.

Limited funding options - councils have few ways to raise the funds needed - for example, there is a limit to how much debt Councils can carry.

Workforce challenges - our ability to attract critical water staff is under pressure. The workforce is highly skilled but also ageing.

Contractor availability - Councils are competing for the same civil construction contractors (the people who build and construct large infrastructure projects). If projects aren't coordinated, this drives up costs and can cause delays.



Our preferred option

Waikato Water Done Well

We are proposing to create a new water organisation jointly-owned with a number of other district councils in the Waikato, which could include:

- o Hauraki District Council
- o Ōtorohanga District Council
- o South Waikato District Council
- o Taupō District Council
- o Waipā District Council
- o Waitomo District Council

The model involves creating a joint Council-Controlled Organisation (CCO) to manage and deliver drinking water and wastewater services.

A CCO is an organisation owned by participating councils that delivers services on their behalf.

The CCO would be a separate legal entity, owned by the shareholding councils, and employ the staff to deliver the services across the district they serve. The CCO would also be responsible for informing the community and involving it in future water decisions, and ensuring that the enhanced environmental standards are met.

If the decision is made to proceed with the CCO option, it is proposed Matamata-Piako’s water assets transfer to the CCO on 1 July 2026. This would require an amendment to the Long-Term Plan to reflect that decision.

Each of the councils has reviewed the options available to them and is proposing a CCO as their preferred option – but need feedback from the community before making any final decisions.

You can find more details about the model at www.waikatowaters.co.nz

Hamilton City and Waikato District Councils are consulting on a proposal to form a separate CCO.

“We believe that in the long term there will be one Council controlled water services entity for the Waikato. But in the short to medium term, we want what is best for Matamata-Piako. Even though all the options will ultimately cost more, the Waikato Water Done Well model is the most affordable for our communities into the future.”



- Mayor Adrienne Wilcock

“We do a good job now with our water services, but the new standards mean we’ll need to do better. We’re all facing tougher rules around how we manage water, and working with our neighbouring councils gives us a real opportunity to improve how we deliver these services. By joining forces, we bring together the vast experience and strengths of our teams, and will have a stronger voice with government - and that means delivering better services for our communities.”



- CEO Manaia Te Wiata

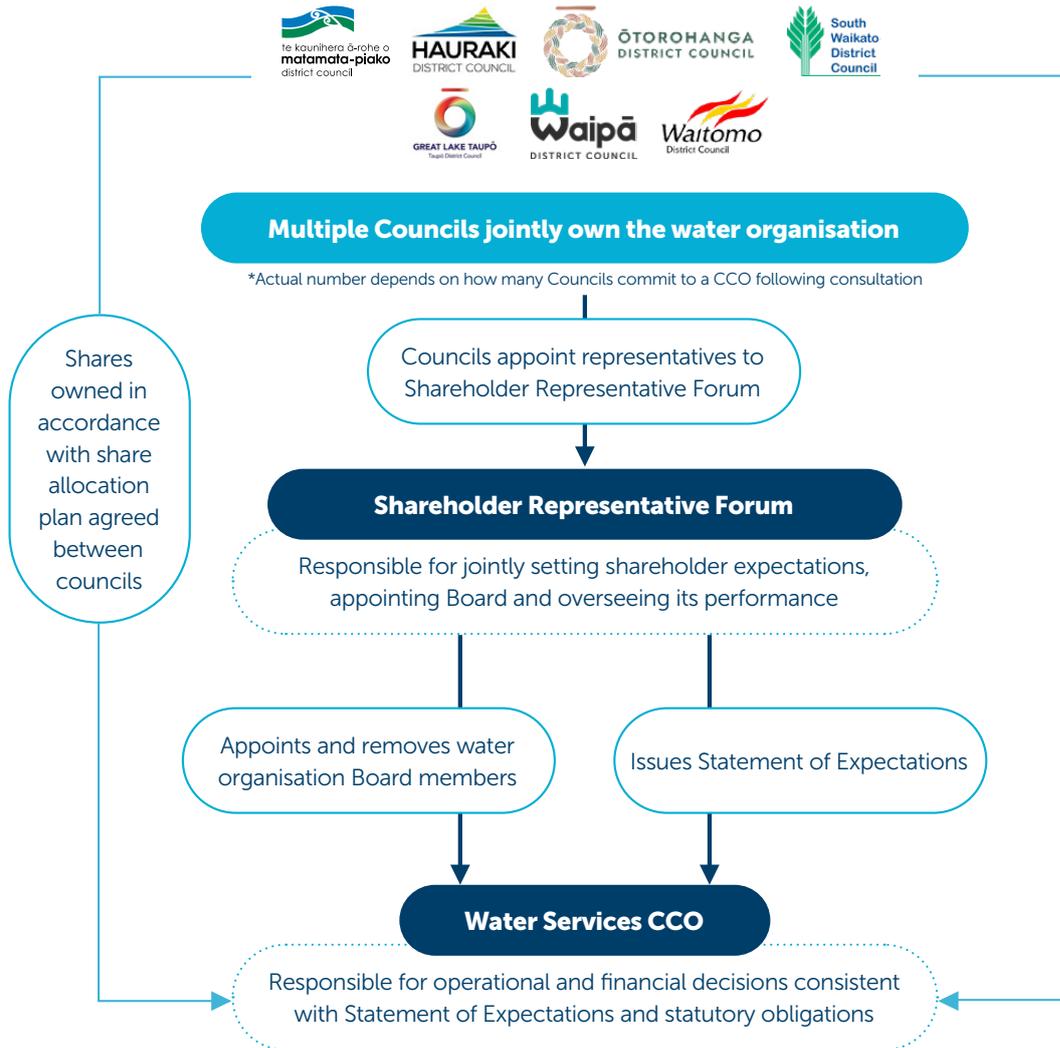


How the proposed CCO would work

Healthy Water, Healthy People | Te Mana o Te Wai, Te Mana Te Tangata. That's the vision of Waikato Water Done Well.

Under this option, the CCO would be responsible for all the activities needed to deliver drinking water, wastewater services and, for those councils who choose to, stormwater services to their communities. This includes sourcing, treating and discharging drinking water and wastewater, planning for future repairs and upgrades.

Delivery of stormwater services in our district would remain with Council for now.





Advantages of a CCO

Most affordable in the long term - no matter which option we choose, we face significant price increases in the coming years - both to implement these changes, and deliver on the improvements to our water services. Going alone would be cheaper for the first few years, but the CCO is the most cost effective option in the long term.



Better efficiency - by combining operations like maintenance, management, procurement, and workforce planning, the CCO can deliver better services and improve processes. While setting up a CCO is going to cost money, current financial modelling shows that the efficiency gains will cover set up costs within the first eight years.



Meeting legal requirements - the CCO model would ensure we meet all legal obligations. We believe that MPDC alone would struggle to do this - we don't think we could deliver on a work programme that would meet the tougher requirements of the new regulator.



More borrowing capacity - one of the challenges Council faces in delivering the required work is being able to borrow enough money. The rules for Water CCOs are different - they will be able borrow more money than Council. This means they'll be able to deliver on improvements faster, and spread the costs more over a longer timeframe than Council could.



Tackling climate - with greater efficiency and borrowing power, we can take stronger action to address climate change and its impacts.



Improved workforce sustainability - as with any specialist trade, it can be difficult to attract and keep skilled workers - especially in rural areas. Many of these workers currently move from Council to Council. With one or two regional CCO's, it will become easier to provide career pathways that keep those skilled workers in our region.

Additional benefits:



- If we join the CCO early, we would be an 'anchor council', helping shape and guide the CCO's establishment and transition.
- A catchment-based approach will enhance water quality across the Waikato region, encouraging innovation in resource management and water services.



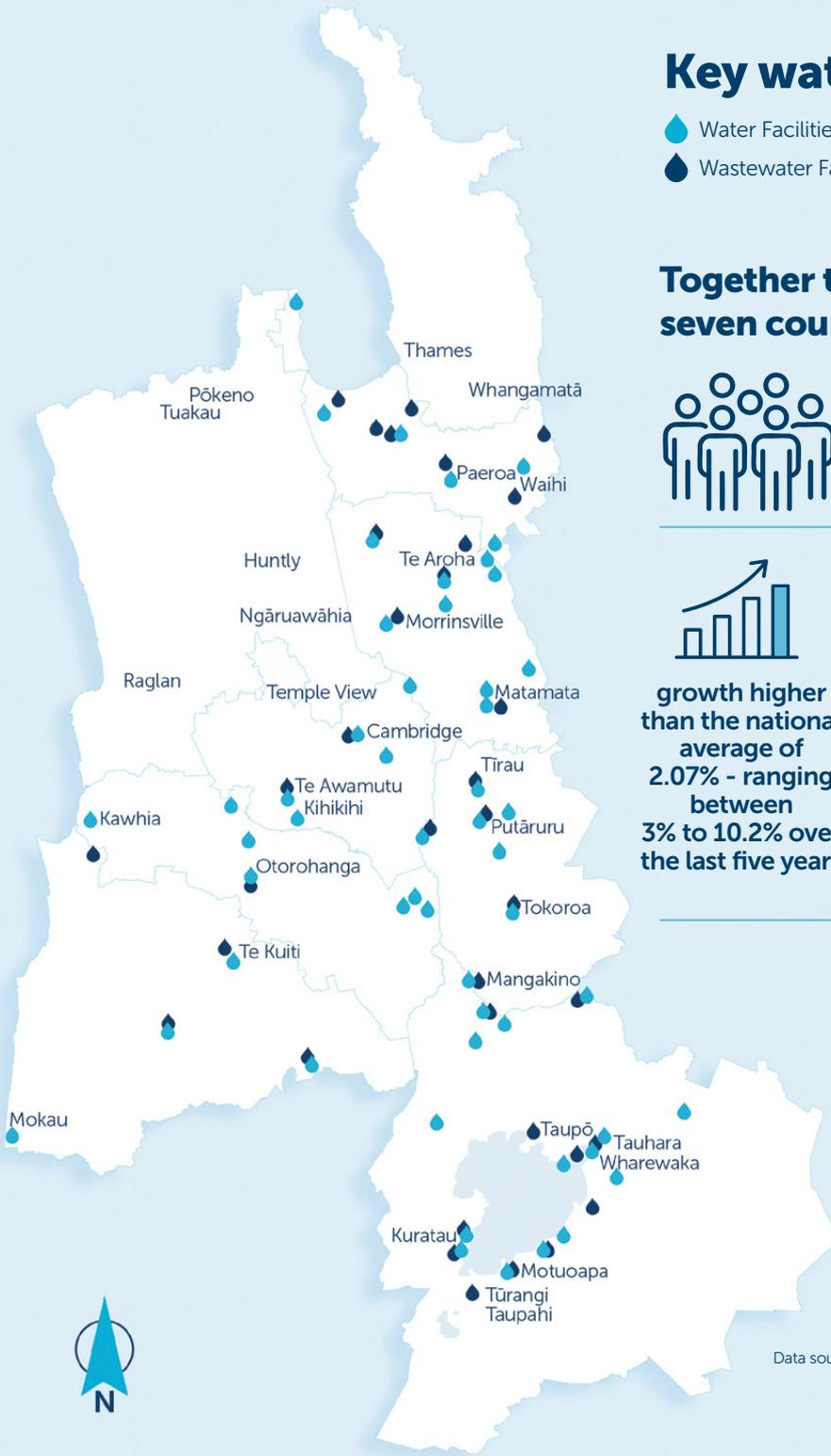


Disadvantages of a CCO

Perceived loss of control - some may worry about losing direct control. However, ratepayers can still influence Council as shareholders, take part in planning processes, and directly engage with the CCO. Consumers will also have protections through the Commerce Commission.

Upfront costs - choosing the CCO option involves some upfront costs to set up the organisation and implement a targeted investment plan aimed at improving service delivery efficiency. This approach means spending more initially to achieve greater savings over time. While this adds costs during the first nine years, the efficiencies gained from increased scale and strategic investments are expected to lead to significant long-term savings for the community. These projected efficiencies are based on experiences from other entities that have adopted similar models.





Key waters assets

- Water Facilities
- Wastewater Facilities

Together these seven councils have...



41%
of the region's
population
(205,000 people)



growth higher
than the national
average of
2.07% - ranging
between
3% to 10.2% over
the last five years



40%
of the region's
water and
wastewater
connections
(>129,000)



45%
of the region's
water services
annual revenue
(excluding
development
contributions)

Data sources are LINZ, ESRI and Stats NZ



Longer term

The long-term preference is for one water services CCO to serve the whole of the Waikato.

All Waikato councils engaged in discussions about the future water services delivery model have expressed that preference in the medium to long term (possibly within five to 10 years). If the Waikato Water Done Well and Hamilton-Waikato District CCOs are established in the short term, the goal would be to create a pathway for their eventual merger. This would maximise benefits for water consumers through greater scale efficiencies and a range of other advantages. While this vision cannot be realised in the short term, whatever path we choose now should keep this long-term objective in mind.

As stormwater assets will continue to be owned by Council for the foreseeable future, the debt remains in the balance sheet. Rates will continue to be charged by Council for this service.

“This is a legacy decision, and one that Council hasn’t taken lightly because we know it will affect generations to come.

The costs will be higher, no matter which option we choose - so we need to make a decision that is best for this community in the long term.

The CCO option means working together to deliver better long term outcomes for our community and the environment.”



- Mayor Adrienne Wilcock

The other option

Internal Business Unit

We've been providing your water, wastewater and stormwater services since...way back!

But things are changing, and we need to find a new model that is most cost effective for our communities.

Every time you turn on your tap, flush the toilet or there is heavy rain, our council teams are working behind the scenes to make sure everything is working the way it should. Our dedicated water teams are made up of 43 staff. This does not include the staff who support the delivery of water services in some way, for example, the finance and customer service teams.

Providing safe and reliable water services comes at a cost.

The internal business unit model estimates that over the next nine years, \$166 million will be needed for day-to-day water and wastewater services, plus \$134 million for upgrades and new infrastructure.

You can find more details about this option at mpdc.nz/ibu

Advantages of an internal business unit

- **Local decision making.** Council stays in charge of day-to-day decision making.
- **Local voice.** You have a say through the Long-Term Plan and Annual Plan budget consultation processes.
- **Familiarity.** This is a model that people know and understand.

Disadvantages of an internal business unit

- **Legal hurdles.** New financial requirements may make this option unworkable. If the Council's water services delivery plan included this delivery model, it may not be accepted.
- **Higher costs in the long term.** This model looks cheaper than the alternative for the first few years - but after 10 years, our costs would continue to spike, and the CCO would level out. Maintaining an internal business unit model is likely to lead to steadily increasing costs, with limited opportunities for efficiency gains or future savings. When looking at the 'long game' this option is the least affordable.
- **Financial risks.** It may struggle to meet increased environmental standards and fund long-term growth.
- **Workforce retention.** Staff are likely to be attracted to new regional water entities that can offer better career pathways and support.
- **Environmental limits.** A lack of scale and catchment based approach could reduce our ability to make any significant environmental improvements.



"The reality of this option is that we'd be investing everything we have, and everything we can borrow into our waters infrastructure. That would mean we couldn't invest in other Council services the community value - like libraries, pools, or playgrounds." - Mayor Adrienne Wilcock

What this means for me

Water will still flow from your tap and your toilet will flush! It's who provides the services and ultimately how those services are paid for that could change.

The proposed CCO would be able to invest more in maintenance and infrastructure, share costs across the wider area, and be able to use these efficiencies to reduce future costs to consumers.

The cost to deliver water services are increasing for everyone, but this new approach would help lessen the increases, allow the costs to be spread over a longer period, and ensure costs are shared by future generations who use new waters infrastructure. Government regulation would set limits on what the organisation could charge, and how much it needs to invest in the future.

Affordability

In the options within this consultation document, we refer to affordability. The legislation requires us to consider the financial sustainability of our options. In other words, we need to prove we will be able to pay for our water not just now, but over the years and generations to come.

We understand that affordability means different things to different people, and some may not see any of the options as affordable. In our explanations, we have outlined the cost differences between the options, showing one is more affordable than the other.

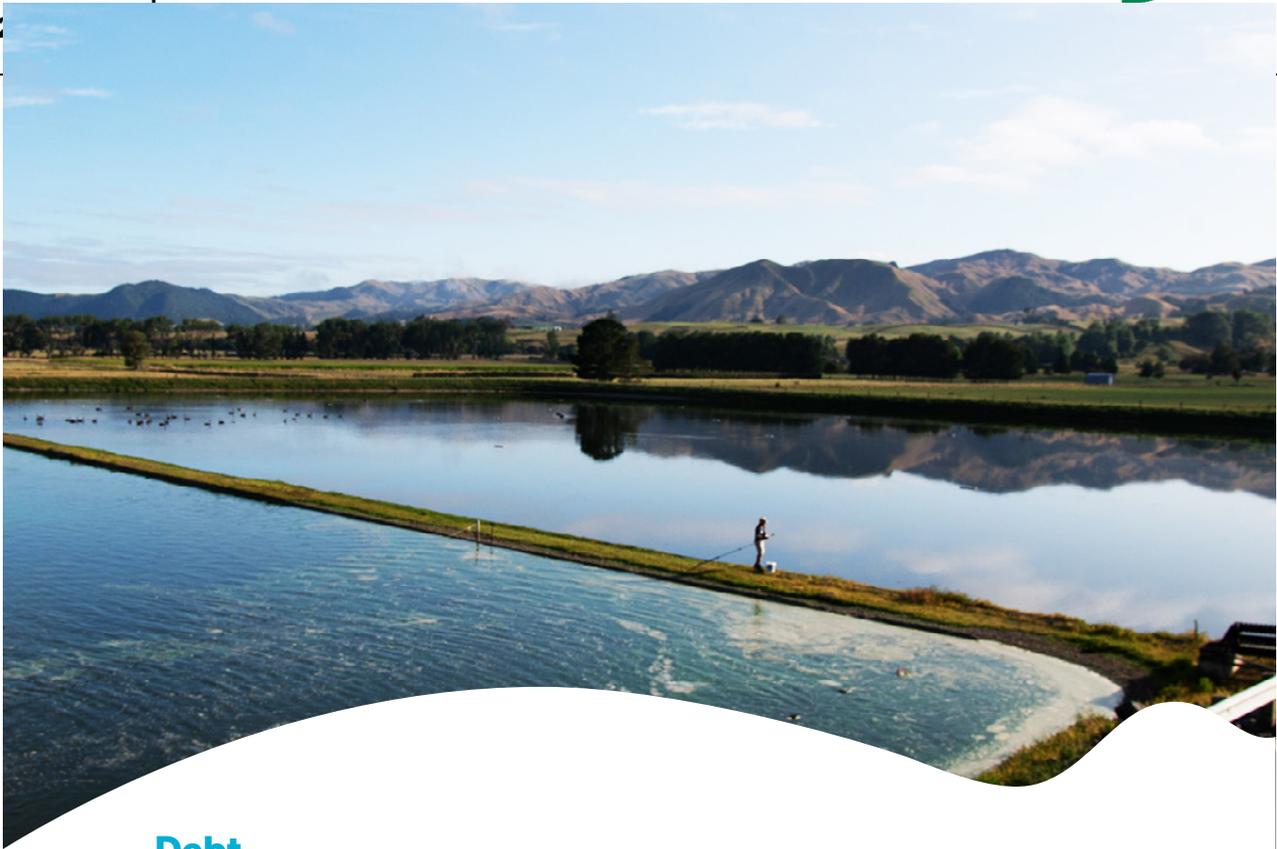
There is no official definition of affordable water costs in New Zealand, but international indicators suggest that there is an affordability challenge if drinking water and wastewater services cost more than two percent of median household income.

Our preferred option and the internal business unit have been modelled on that basis.

Borrowing

Borrowing is one of the few financing tools councils can use to fund big infrastructure projects, and like a mortgage, it helps spread the cost over the generations that will benefit from the infrastructure. There are clear rules for borrowing money depending on whether councils keep their water services in-house, or join-up to form a multi-council water organisation.

New water organisations can borrow more money to fund infrastructure projects than what councils can now. Currently we can borrow 1.75 times our revenue (or up to 175 percent debt to revenue ratio). Water organisations will be able to borrow up to five times their revenue (up to 500 percent debt to revenue ratio) for water and wastewater construction projects.



Debt

Under Waikato Water Done Well, the CCO would be responsible for all drinking water and wastewater services and assets.

The transfer of drinking water and wastewater activities to the Waikato Water Done Well CCO would include the transfer of debt the Council has that relates to those activities. That means that Council's debt would be less than it is right now.

The forecast debt relating to those assets as at 30 June 2026 for Matamata-Piako is approximately \$113 million. This debt would transfer to the water CCO. All the shareholding councils involved in establishing the CCO would do this too.

All of Matamata-Piako's future drinking water and wastewater debt would be the responsibility of the CCO, this is estimated to peak at around \$137 million in 2027/28, based on the 2024-34 Long Term Plan. Removing the spending and forecast revenue for the Council, results in an increase of debt headroom from July 2026, which reduces financial risk.

Levels of service

Both of the options presented ultimately aim to improve the services you receive. Residents might not 'see' any difference, but improvements will reduce health risks and improve environmental outcomes.

If we do decide to enter into a CCO, one of our clear expectations would be that there is no drop in the quality of service.



What the options cost

	Water charges per residential connection (incl. GST)				
	2024/25	2029/30	2033/34	2039/40	2043/44
Waikato Water Ltd (CCO)	\$1,478	\$2,084	\$2,332	\$2,679	\$2,939
Internal Business Unit	\$1,478	\$2,131	\$2,766	\$3,204	\$3,364
Difference - additional cost/ (saving)	(\$0)	(\$47)	(\$434)	(\$525)	(\$425)

* Based on the 2024-34 Long Term Plan forecasts

Certainty

No matter which model we run, the CCO option keeps coming out as the best long term, or financially sustainable, option for Matamata-Piako.

These numbers have been developed using best practice financial modelling, and reviewed by industry experts, based on financial information from Council's 2024-34 Long Term Plan (LTP).

When this work started, we had to use the LTP as a starting point to be able to fairly compare the options. We know some things have changed since then, and we expect the numbers will continue to change as more information becomes available. For example, the government is still finalising the rules and regulations that will guide cost estimates - and these may not be known until later this year.

The actual financial benefits of a CCO will be dependent on how many Councils choose to proceed – the current model is based on all seven Councils. However, it's expected that working together will still create efficiencies in the long term, even if fewer councils are involved. Council will receive an updated financial model before making a final decision.

Cross subsidisation

A common question or concern with this proposal is "will we be subsidising the delivery of water services for another community in the Waikato?". The short answer is no.

At the start, the CCO will continue to charge for water in the same way as councils – with money coming from our ratepayers being spent in our community. Councils have set a clear expectation that the CCO must target price increases lower than what councils could achieve on their own. This means it is likely that there will be different prices across the region to reflect differences in investment, borrowings and costs of service.

In the long-term, as the cost savings and efficiencies of working together are realised, the CCO may choose to use these savings to bring prices closer together. They can do this as and when it suits their customers, the CCO and its shareholding councils.

How the options compare

	Under the CCO model	Under the alternative
Who provides the water from my tap?	The pipes and treatment plants would stay local but the water services would be provided by the CCO	Water services are delivered by your Council
Who looks after wastewater (the stuff that goes down the sink and through the toilet)?	The pipes and treatment plants would stay local but wastewater services would be provided by the CCO	Wastewater services would be delivered by Council
Who do I call if I have a problem?	The CCO – once it is up and running. The changes would occur over time but you would be able to call your council as your first port of call if you are unsure	Council
Who has control over decision about waters infrastructure?	The Board makes decisions based on a Statement of Expectations agreed to by Councils and regulatory requirements. This is the “what, when, where and how” for future infrastructure expenditure	The Mayor and councillors in accordance with regulatory requirements
What will it cost	Costs will increase – these costs are going up no matter what. This approach means spending more initially to achieve greater savings over time. In the long term this is the most affordable option	Costs will increase – these costs are going up no matter what. This model is likely to lead to steadily increasing costs, with limited opportunities for efficiency gains or future savings
Will I get charged differently?	Yes There will be a separate invoice for water and wastewater services from the CCO over time (Council may initially invoice on their behalf)	No You would continue to be charged the same way - through rates

Local Water Done Well Feedback form



Submissions close: 5pm, Sunday 25 May 2025

Full name:

Organisation: (if applicable)

Address of correspondence:

Email:

Phone:

Privacy statement: All submissions are available to elected members, with submitter names only provided along with the submissions. Submissions excluding identifying personal information is published on our website, and can be requested for viewing at our area offices. The personal information we request is to ensure we link submissions to the correct submitter, and to fulfil the requirements of the consultation process, including informing you of the outcome of the consultation. All information collected will be held by Matamata-Piako District Council, 35 Kenrick Street, Te Aroha with submitters having the right to access and correct personal information.

I acknowledge that I have read the privacy statement and am happy to proceed.

Do you agree that the preferred option (a Council Controlled Organisation, or CCO) is the best option for water services delivery?

Yes, I support a CCO No, I do not support a CCO

Do you currently receive Council water and/or wastewater services?

Yes No

Are you employed in the water industry (either employed by Council or a contractor)?

Yes No

If for some reason the Waikato Water Done Well Council Controlled Organisation did not proceed, do you believe it would still be in the best interests of the community to enter into a joint arrangement (e.g. a CCO with different Councils, or a smaller number of councils)?

Yes No

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te kaunihera ā-rohe o
matamata-piako
district council

LOCAL WATERS DONE WELL SUBMISSIONS							
	Name	Qn 1	Qn 2	Qn 3	Qn 4	Additional General Comment (direct from submission if provided)	Staff comment
1	Ash Tanner	No, I do not support a CCO	Yes	No		<p>Feed back for the Waters done well CCO option . Thankyou for the opportunity to engage with this Important decision regarding the future delivery of our water services to our communities.</p> <p>You are correct this is a " legacy" decision and should not be made lightly as we are looking at handing over our assets we have built and maintained to a high standard with rate payers money.</p> <p>As you know I was heavily involved in the previous Govts attempt to strip the assets from Councils and put into an entity ,after reading the consultation document the term two ways to skin a cat come to mind and this is the second. My concerns ,we are about to setup a new entity with a CEO and board at a great cost modelled on all seven councils joining however it appears to me that some are indicating joining in different years and one council indicating five years time a warning bell risk to the financial modelling if they pull out, and highly likely I would say .Out of 67 odd councils there doesn't seem to be an appetite for this approach with the maybe 7 of us being the first cab off the rank .A wise man once said in the boardroom "you don't want to be the first cab off the rank" and it wasn't me that said it ,but it is true. The CCO option That Auckland city set up and looks like Hamilton city and Waikato will operate in the same way ie a potential Watercare service and in our document it states that at some stage we may all align in that way in the future also concerns me.If you ask anyone in Auckland if they think the CCO option was a cheaper option I don't think they would agree ,Watercare were looking at increasing the rate by 28.5 percent for this year alone .They haven't, but still acknowledge they need to [maybe its an election year].A CCO will up its prices whenever it feels a need and convince the commission why the need to. You say the first 9 or so years the CCO option is more expensive than going alone but the graph shows the CCO cheaper?? but in 20 years time under the CCO option it is estimated likely to save the rate payer \$8 dollars a week ?now we all know the figures have been formulated to sell this idea ,and this doesn't look convincing.</p> <p>In the document it states the advantages of our existing internal unit.</p> <p>Council stays in charge of day to day decision making.</p> <p>Local Voice :Rate payers have a say through the long term plan and annual plan budget consultation processes.</p> <p>Familiarity: This is a model people know and understand.</p> <p>Now these are all positive Facts and statements and it gives our rate payers that have built and operated these assets the opportunity to engage with the Mayor and councillors directly that will sadly be lost under a CCO. Now the disadvantages are assumptions and use the words "may" or "likely" I would say that is not good enough for such an important decision.</p> <p>Our staff do a brilliant job of delivering our water infrastructure, they live here are highly skilled and take pride in what they do.</p> <p>Pay them accordingly and they will stay, sit down and talk with them for they are the experts delivering a top class product on behalf of our ratepayers.</p> <p>Talk about benefits of scale ,I doubt that all councils are at different levels of needs and it is a very competitive market out there for contractors.</p> <p>Lastly I have a feeling I could guess who the new CEO of this new entity could be and if it comes true I would say it would have been a conflict of interest [and no not Don :] after reading a statement from Ex Labour minister Kieran McAnulty in2023. Sorry this has been long winded but I urge you all to think about what I have said if you are uneasy park it ,do you own research.Look t different models ie like our roading model pursue that,if the Govt or the regulator want these gold plated over the top regulations then they should pay towards it. There are far too many assumptions risks involved for me to support this at this stage .And remember when you are being fed figures even a Debt 200 percent debt over revenue [which it isn't] would be an awesome home mortgage to have most people have an 800 to 900 percent and that's deemed affordable?, and our water assets have life spans of 50 years or more. Also if we lose a quarter of our staff over to the new entity I believe this could be reflective in the remuneration of our CE and upper management ? that could be potentially damaging if we start loosing staff of that calibre ?</p> <p>Regards Ash Tanner</p>	<p>While ownership of water assets will shift to the Waikato Water Done Well CCO, councils remain shareholders in the entity. This ensures ongoing influence and decision-making power over service delivery while benefiting from the financial and operational efficiencies of a regional model. The legislative framework protects public ownership, preventing privatisation.</p> <p>While Waikato Water Done Well will be among the first rural/provincial water CCOs established under the new framework, it builds on existing regional collaboration models and lessons from previous reforms. The staggered approach allows councils to transition at different times, ensuring each can manage its transition effectively without operational disruption. Risk mitigation strategies are in place to address uncertainties.</p> <p>Concerns about pricing are understandable, given past experiences. However, the financial modelling behind Waikato Water Done Well prioritizes affordability through economies of scale, improved procurement, and controlled borrowing. Unlike Watercare, which serves a single metropolitan area with unique cost drivers, Waikato Water Done Well is structured to manage long-term price stability, backed by Commerce Commission oversight to regulate pricing and prevent uncontrolled increases.</p> <p>The financial projections have been developed through independent analysis, benchmarking, and external review to ensure transparency and reliability. While no model is entirely free from assumptions, the financial approach considers multiple scenarios to provide a realistic assessment. The figures are not designed to "sell" a particular model but to offer councils and the public a clear and evidence-based comparison of service delivery options.</p> <p>Council will retain oversight as a shareholder, influencing governance through mechanisms like Statements of Expectation, shareholder voting, and strategic priorities. The CCO's governance structure prevents any single council from dominating decisions while maintaining accountability to communities through annual reporting and public engagement processes.</p> <p>Long-term infrastructure planning involves variables and evolving legislation, necessitating cautious phrasing in some areas. While risk exists, the financial and operational frameworks ensure clear transition mechanisms, ongoing oversight, and adaptability to regulatory changes.</p> <p>Council did assess multiple models, including enhanced internal governance options and standalone trusts. These were deemed less viable due to financial constraints, workforce challenges, and regulatory risks. The CCO approach provides the strongest foundation for financial resilience, operational capability, and long-term sustainability.</p> <p>Water services staff would transition to the CCO, but Council would retain a strong workforce in other service areas. Additionally, removing water debt from Council's balance sheet enhances financial flexibility for other community projects, ensuring Council remains an attractive employer across non-water sectors.</p>

LOCAL WATERS DONE WELL SUBMISSIONS							
	Name	Qn 1	Qn 2	Qn 3	Qn 4	Additional General Comment (direct from submission if provided)	Staff comment
2	Ashlie Agar		Yes	No		Provide PID's please (piping and instrumentation diagram)	staff can contact submitter for clarification on their request.
3	Blaze Tanner	No, I do not support a CCO	No	Yes	No	Bad idea. Talk with central government about a funding model like roading. We have some of the best assets (if not the best assets) in adjoining districts.	<p>The CCO enhances financial sustainability through greater borrowing capacity and economies of scale, reducing long-term costs. Maintaining a standalone council model would limit access to regional funding and specialized resources.</p> <p>Unlike roading, water services face strict compliance and regulatory oversight (Commerce Commission, Taumata Arowai). A regional CCO strengthens financial and operational resilience, ensuring consistent service quality across councils.</p> <p>MPDC's assets are well-managed, but future affordability and compliance risks remain. The CCO model ensures equitable cost distribution while leveraging best practices to uplift service standards regionally.</p>
4	David G King	Yes, I support a CCO	Yes	No	Yes	This new scheme from central government, following the previous 3 Waters, seems to be very similar.	<p>While Waikato Water Done Well (WWDW) shares some structural similarities with the former Three Waters Reform, there are fundamental differences:</p> <p>Local Ownership & Control – Unlike Three Waters, councils retain ownership through shareholding in the CCO, ensuring local governance and decision-making.</p> <p>Flexible Participation – Councils choose whether to join and can transition at different times, avoiding forced consolidation.</p> <p>Financial Sustainability – The model leverages Local Government Funding Agency (LGFA) borrowing, improving affordability while ring-fencing water revenue for reinvestment.</p> <p>Regulatory Alignment – WWDW is designed to meet new compliance standards while maintaining regional collaboration.</p>
5	Diane Joy Hugo	Yes, I support a CCO	Yes	No	Yes		
6	Eve Kinane	Yes, I support a CCO	Yes	No	Yes	Clear information is needed about storm water management and if and when this might be included in a CCO.	Further assessments will be undertaken to ensure stormwater service sustainability, compliance, and alignment with environmental priorities. Council will consider integration options as regulatory requirements evolve, but at this stage, stormwater will continue to be managed by Council due to the linkages with land drainage, the roading function and the management of land use.

LOCAL WATERS DONE WELL SUBMISSIONS							
	Name	Qn 1	Qn 2	Qn 3	Qn 4	Additional General Comment (direct from submission if provided)	Staff comment
7	Fonterra - Laura Jeffries					<p>1. Thank you for the opportunity to provide feedback on “Local Water Done Well” (LWDW). Fonterra Limited (Fonterra) supports the intent of LWDW, being to introduce a new regulatory regime to deliver Water Services to the Matamata-Piako community now and for future generations.</p> <p>2. Fonterra is neutral as to which delivery model ought to be implemented by the Matamata-Piako District Council (Council). However, Fonterra wishes to record that whichever option is progressed it ought to honour the Council’s commitment to investigate options for and to achieve a new long-term water supply for the Waitoa Village. Fonterra’s interests</p> <p>3. Fonterra is a global leader in dairy nutrition and is the preferred supplier of dairy ingredients to many of the world’s leading food companies. Fonterra is New Zealand’s largest company, and a significant employer, with more than 12,000 New Zealand-based staff and more than 5,800 employees based overseas.</p> <p>4. Within the Matamata-Piako District, Fonterra operates two key manufacturing sites, these being the Waitoa manufacturing site (Waitoa Site) and the Morrinsville manufacturing site. Combined, these assets (amongst others in the district) have a value of \$1.5B which equates to \$650M of production value per annum. Waitoa Village water supply</p> <p>5. Since the 1980s, the Waitoa Site has supplied water to the majority of the residents within the Waitoa Village. The Waitoa Village water supply has been a matter of discussion between Fonterra, the Waitoa community, and the Council since 2017. With the passing of the Water Services Act 2021, Fonterra gave formal notification of its intention to exit the water supply arrangement, as Fonterra does not want to focus on supplying water to external communities. We understand that the Council is currently considering options for long-term water supply to the Waitoa Village and will shortly commence a bespoke consultation process with the Waitoa community.</p> <p>6. Fonterra submits that the Council’s Water Services Delivery Plan should take into account and provide for the water supply issue for the Waitoa Village, to be resolved with urgency. In particular, we submit that the Plan should allocate funding for a provisional capital works programme, and also provide the flexibility to proceed with an alternative option that is not reliant on the Water Services delivery model if that is what the community decides. Concluding Comments</p> <p>7. Thank you for the opportunity to provide a submission on behalf of Fonterra in relation to LWDW. We would welcome any opportunity to discuss our submission with Council directly if required. If you have any questions or require further information, please do not hesitate to contact me. Yours sincerely, Laura Jeffries</p>	Council has obligations under Section 127 of the Local Government Act 2002 if a water supply in the district is facing a significant problem. Council is not obliged to provide a reticulated water solution. It is obliged to work collaboratively with parties involved to find a solution. The process of targeted community consultation has started. The Water Services Delivery Plan will reflect on the process being undertaken.
8	Graham Cowley	Yes, I support a CCO	Yes	Yes	Yes		
9	Jo Wrigley	Yes, I support a CCO	Yes	No	Yes		
10	John Roydon McLachlan	Yes, I support a CCO	Yes	No	Yes		

LOCAL WATERS DONE WELL SUBMISSIONS							
	Name	Qn 1	Qn 2	Qn 3	Qn 4	Additional General Comment (direct from submission if provided)	Staff comment
11	John Wilson Harris	Yes, I support a CCO	Yes	No	Yes	<p>The majority of my comments relate to statements in the LG (Water Services) Bill's "Departmental Disclosure Statement" (DDS).</p> <p>The Consultant Document does not include Thames-Coromandel District Council in the partnership but, to have some chance of gaining government approval, they should be encouraged to join voluntarily, especially in terms of the referral to the river catchment philosophy, i.e., the Waihou River as an example, and it is also part of the Thames Valley and the Hauraki Gulf Forum, as well as being the original flow path of the Waikato River. It is also becoming more popular with ratepayers of the MPDC and HDC, especially as the Thames Hospital services increase. The most important reason, however, is that it leaves TCDC on a limb without any chance of forming another relationship and will become a problem for the Government as to what it does about it.</p> <p>History, particularly the Local Government 1989 Amalgamation period, clearly demonstrates that the government will simply tell everyone what is going to happen, regardless of what people want. Those people who attended the Te Rapa Racecourse to determine the future of local government in 1989, will understand this very realistic possibility. Unfortunately, it would also not be a long shot for the Government to look at the proposal and wonder about Waikato Regional Council becoming a Unitary Authority by simply adding Hamilton City and Waikato District, as well as TCDC. One of my concerns, however, is the 'Consultation Document' statement that the short answer to cross subsidisation is no, as the requirement to maintain cost and loan efficiencies cannot occur without some form of cross subsidisation and is the predominant reason, in the first instance, for forming an independent CCO, with its own Chief Executive officer and an independent, competency-based board. This was elaborated on in the Te Aroha Public Meeting but, unfortunately, this was attended by only a small segment of the District's total population. It is imperative that the ratepayers clearly understand this now, and not later on. I can understand that the individual Councils will strongly desire an element of individual control but this would be constrained to having an agreed level of service and outcomes but, realistically, they will all have to be the same to allow the CCO to operate efficiently and provide value for money for the CCO entity.</p> <p>Such factors as the affects of distances between Councils will have a significant impact on operational costs and could unfairly impact those on the outer perimeters of the CCO, with the only alternative being to average travel costs, thus requiring a degree of cross subsidisation.</p> <p>The only analogy close to this CCO is a performance based lump sum contract, with Council being the client and controlling the money. The CCO, however, will be different, in that it will be self funding, regardless of the fact that Councils will still own the infrastructure.</p>	<p>TCDC's Non-Participation in Waikato Water Done Well (WWDW) The report confirms that Thames-Coromandel District Council (TCDC) has not signed the Heads of Agreement for WWDW but remains open to future partnerships. Council acknowledges that voluntary participation allows flexibility, but regional collaboration remains a priority.</p> <p>Potential Waikato Regional Council Transition to a Unitary Authority There is no formal proposal for Waikato Regional Council to become a Unitary Authority. While local government restructuring discussions continue, any changes would require legislative processes and consultation.</p> <p>Cross-Subsidisation Concerns The report states that cross-subsidisation is not necessary under the proposed model, as financial sustainability is achieved through economies of scale, borrowing capacity, and operational efficiencies. However, Council recognizes that cost distribution must be carefully managed.</p> <p>Operational Cost Impacts on Peripheral Councils Peripheral councils may face higher transition costs, but the CCO model aims to balance financial impacts through shared investment planning and coordinated service delivery.</p> <p>Water Metering Disparities The report acknowledges that some councils lack universal water metering, which may require investment. Transitioning to metering is expected over time to ensure fair cost allocation and improved water management.</p> <p>Privatisation Risks The Local Government (Water Services) Bill explicitly prevents privatisation, ensuring that water services remain in public ownership. While concerns about central government intervention exist, regulatory oversight is designed to safeguard public interests.</p>

LOCAL WATERS DONE WELL SUBMISSIONS						
Name	Qn 1	Qn 2	Qn 3	Qn 4	Additional General Comment (direct from submission if provided)	Staff comment
					<p>From a political point of view for Councils, the legislation not only allows the CCO to charge customers for water services delivery, it will also allow them to require development contributions for growth-related capital costs through a modified version of the development contributions regime, as well as propose water services bylaws to territorial authorities. This latter requirement will require close liaison with the respective Council's Planning Departments and a catalyst for said Councils to have uniform District Plans, especially in terms of the rules pertaining to population Growth and Land Development. Another concern is possible operational infringement notices from Waikato Regional Council for such incidents as waste water overflow, exceeding the water take conditions, etc., and how these will be managed.</p> <p>These are some of the trade-offs for increased borrowing capacities and efficiencies, and emphasises the importance of the wordings for the agreed "required level of services", plus the penalties for failing to meet the respective levels of service.</p> <p>One of the most important factors is water metering, and the fact that some Councils already have water metres and others don't. Will those Councils that haven't installed water metres be required to pay for their supply and installation, in order to provide some semblance of a level playing field? These are the difficult decisions and require a high degree of urgency. The Bill's reference to 'restrictions against privatisation', appears to prevent local government from considering this option but I could not find any comments relating to government itself, about privatising the CCO entity, simply by legislation. The temptation may be strong for some people. There are, however, a number of requirements that could impact on this issue including, but not limited to, Ministerial powers to act in relation to water services, Economic regulation and consumer protection, Changes to the water quality regulatory framework, Compliance and enforcement regime. It is also important to note that this is an 'Omnibus Bill' introduced in accordance with Standing Order 267(1)(a) as the provisions deal with an interrelated topic that can be regarded as implementing a single broad policy. The single broad policy of the Bill is to set up a new regulatory framework for water services delivery. I would strongly advise that you refer to both the 'Regulatory Impact Statements' (RIS) and the 'Departmental Disclosure Statement' (DDS) as the "Bill" has been a long ongoing and still continuing process, with such issues as Human rights, Privacy, etc., ongoing and not necessarily up to date. An example of this is the second paragraph of the excerpt from the DDS comments on the Consistency with the government's Treaty of Waitangi obligations below, as they appear to be ongoing and therefore impossible to comment on. (refer also additional attachment)</p>	<p>Conclusion Council acknowledges these concerns and agrees that transparency in financial implications and service levels is crucial. The governance structure will continue to be refined to ensure equitable service delivery and local influence within the CCO framework.</p>

LOCAL WATERS DONE WELL SUBMISSIONS							
	Name	Qn 1	Qn 2	Qn 3	Qn 4	Additional General Comment (direct from submission if provided)	Staff comment
12	Judy Salter	Yes, I support a CCO	Yes	No	Yes	I agree with the Council's preferred option for Waikato Water Done Well which will form a Council Controlled Organisation (CCO) for the future delivery of drinking water and wastewater services. However, the CCO will add another layer of bureaucracy for the Local Government sector with the potential for costs to spiral out of control for ratepayers. How will participating Councils monitor these costs to ensure that ratepayers are being fairly charged for those services. Presumably the costs for drinking water and wastewater services will be deducted from local Council rates with future charges being levied by the CCO. Another issue that could arise in the future is privatisation of these services. How will participating Councils reassure ratepayers that this will not happen. There have been many overseas examples of how water privatisation has been disastrous – an example is the Thames Water Board in the UK.	<p>Council Control: WWDW is a Council-Controlled Organisation, giving councils ownership and strategic oversight.</p> <p>Clear Expectations: Councils can direct the CCO through a Statement of Expectations focused on affordability and community outcomes.</p> <p>Financial Strategy: Modelling indicates potential savings for ratepayers through shared infrastructure and scale efficiencies.</p> <p>Governance Oversight: Councils will monitor performance, costs, and transparency through formal reporting arrangements.</p> <p>Charging Model: Water charges may shift from general rates to direct billing by the CCO, improving cost visibility.</p> <p>Affordability Focus: Equity and financial sustainability are central to service design.</p> <p>Protection from Privatisation: Public ownership is legislatively safeguarded, and councils are reinforcing this through consultation.</p> <p>International Lessons: The Thames Water case is a cautionary example; WWDW aims to uphold democratic control and prevent similar outcomes.</p>
13	Katherine Ransom	Yes, I support a CCO				Option One, definitely	

LOCAL WATERS DONE WELL SUBMISSIONS							
	Name	Qn 1	Qn 2	Qn 3	Qn 4	Additional General Comment (direct from submission if provided)	Staff comment
14	Laurie Fullerton	No, I do not support a CCO	Yes	No	No	As a lifelong resident, I must say I'm feeling a mix of emotions—bewitched, bugged, and bewildered—at the idea of our council joining a joint water arrangement with other councils. Our three towns currently have good, reliable water supplies, and I'm struggling to see the benefit of changing something that seems to be working well. Speaking as someone who's getting a bit past the expiry date, I believe it's time for younger generations to step up and take responsibility—especially when it comes to pushing back against escalating council costs. In Te Aroha, we should be doing more to attract major water users like, land developments, Silver Fern Farms and Ingram's. This would help offset the significant costs tied to our water infrastructure and reduce the burden on everyday ratepayers. I strongly believe that local water assets should be managed locally, with clear accountability resting with our council—not diluted across a wider regional entity. Lastly, I have to say that the public consultation process around this issue has been fairly average. It hasn't felt open or well-communicated. I have major concerns for inheriting other local councils depts and less control in decision making. Lending conditions for the proposed new entity should be the same if we continue with delivering it internal. This is not a good idea! -Laurie Fullerton	<p>Council acknowledges the complexity of this decision and the need for careful evaluation of long-term sustainability.</p> <p>Increasing regulatory and financial pressures require future-proofing to maintain affordability and compliance. Council has had issues with regulatory compliance around its wastewater discharge consent requirements and has had disruption to the water supply due to compliance issues at the treatment plants.</p> <p>The enhanced Internal Business Unit (IBU) model was considered but has limitations in borrowing capacity, workforce resilience, and compliance adaptability.</p> <p>Economic development is important, but infrastructure investment must align with long-term service planning. Industrial use cannot subsidize domestic consumers, and given water's limited availability, it must be managed efficiently to ensure sustainability for all users.</p> <p>The Waikato Water Done Well CCO ensures councils retain ownership and governance influence while benefiting from economies of scale.</p> <p>Council is committed to transparent engagement, with consultation running from 5–25 May 2025, including community sessions and accessible submission processes.</p> <p>The CCO model ring-fences water finances, preventing cross-subsidization while maintaining council shareholder influence.</p> <p>If water services remain in-house, borrowing constraints under Council's debt cap may limit future investment flexibility.</p> <p>Council recognizes concerns and will ensure all feedback is considered before finalizing decisions.</p>
15	Lu Tyree	Yes, I support a CCO	Yes	No	Yes		

LOCAL WATERS DONE WELL SUBMISSIONS							
	Name	Qn 1	Qn 2	Qn 3	Qn 4	Additional General Comment (direct from submission if provided)	Staff comment
16	Marion Koppenol	No, I do not support a CCO	Yes	No	No	<p>Feedback form Local Water Done well From Marion Koppenol, dated 23.5.2025</p> <p>MPDC services for drinking water supply are organised in an efficient and reliable manner. The water is safe and does not contain the poisonous neurotoxin HFSA hydrofluorosilicic acid. Many councils though have put people on forced drinking water medication with HFSA without the ratepayers fully informed consent, which shows a blatant disregard of the NZ Bill of Rights and the dignity of the bodily autonomy of the NZ People. Employees of the district councils should now be aware of the existence of the Jurisdiction of Equity administered by the Royal Crown Court of Equity in Huntly.</p> <p>I do not support the CCO model due to the following reasons:</p> <p>Problems the MPDC has with the Government's new standards for drinking water supply should be fully spelt to and shared with the ratepayers. Ways to solve those problems should be agreed on by the local people using and paying for the water supply. Your information packet only points at the financial problems based on speculation modelling but not on facts or evidential information.</p> <p>Forming a larger governing CCO body will steeply increase the costs of new housing of that CCO body, salaries of newly appointed employees, telecommunications, and long decision making processes, new processes of contracting out and overseeing services and repairs and costs of new process of asset control.</p> <p>The members of the proposed CCO Board are not elected by the rate paying users of the water.</p> <p>Holding the CCO authorities to account is more complicated and unworkable than under the internal business unit model.</p> <p>The MPDC has been diligent in its expenditure and has run in lower debts than other councils that have huge debts due to overspending. Going for a higher debt in the CCO model is irresponsible in a heavily debt burdened country. Cross subsidising is not prohibited in the CCO model.</p> <p>The specific local situational knowledge and experiential knowledge of the MPDC will be lost or only partially transferred to a CCO. Therefore water users can no longer be assured of quality and continuation of water supply.</p> <p>You do not need to install a costly CCO governing model to get a catchment based appnoacm;as ther. MPDC's approach is already based on the figures of water catchment in the district.</p> <p>I see the overreaching Government has designed the CCO model as a tool in their pursuit of the acquisition of water and water supply. It forms a political trap to own water and then commercialise, medicate, vaccinate and contaminate drinking water at will.</p> <p>Water is God's gift of Creation and only People living in the district have dominion of the water.</p>	<p>Fluoridation Use: The Health (Fluoridation of Drinking Water) Amendment Act 2021 allows the Director-General of Health to direct councils to fluoridate water supplies. MPDC follows national regulations but does not independently mandate fluoridation.</p> <p>Decision-Making on Water Services: Council is required to consult the community before selecting a water service model. The Local Water Done Well framework mandates councils to assess options and engage with ratepayers.</p> <p>Financial Speculation in Consultation: The financial projections are based on individual council's financial projections based on their annual water and wastewater spend and the projections in their Water Service Delivery Plans and Councils Long Term Plans to meet regulatory compliance and to service future growth.</p> <p>Cost Increases Due to CCO Setup: While initial costs exist, the CCO model aims to achieve long-term savings through economies of scale, streamlined procurement, and improved investment planning.</p> <p>CCO Board Elections: CCO boards are appointed based on competency rather than direct election by ratepayers, ensuring governance expertise.</p> <p>CCO Accountability: Governance mechanisms, including Statements of Expectation and shareholder agreements, ensure oversight and accountability.</p> <p>Debt Cross-Subsidisation: MPDC has lower debt than some councils, but the financial model ring-fences water finances to prevent cross-subsidisation.</p> <p>Institutional Knowledge & Water Quality Assurance: MPDC will retain oversight of water quality standards, and the CCO model is designed to maintain service continuity.</p> <p>Catchment-Based Approach: MPDC already integrates catchment-based planning, and the CCO model strengthens this approach through regional coordination.</p> <p>Concerns About Central Government Control: The Local Water Done Well framework ensures councils retain ownership of water assets, preventing privatisation</p>
17	Neil McComb	Yes, I support a CCO	Yes	No	Yes		

LOCAL WATERS DONE WELL SUBMISSIONS							
Name	Qn 1	Qn 2	Qn 3	Qn 4	Additional General Comment (direct from submission if provided)	Staff comment	
18	Peter Volker	No, I do not support a CCO	Yes	No	No	<p>My contribution in the consultation on 'Local waters done well'</p> <p>Preferred option: Internal business unit with proviso that by appropriate means the costs for water works to the constituents are kept affordable</p> <p>Financing</p> <p>The water charges projected for the future are excessively high. Such costs for water services will place an unacceptable financial burden on people. By responding to this consultation people inherently start committing themselves to accept such charges.</p> <p>Whatever plan will be introduced, I will not in free will accept rates increases which will go well beyond what many people are reasonably able to afford.</p> <p>Lateral thinking needed</p> <p>If costly works are considered necessary, then these will need to be financed from other sources than charges to households only.</p> <p>It is only fair that, when National Government makes standards compulsory which result in an excessive financial burden when carried by local authorities, it takes care of the financing itself.</p> <p>To take action in this matter of fairness local bodies can for instance get united and demand Government to accept a substantial share of the expenses.</p> <p>MPDC needs to do more homework because it has not acted on this possibility.</p> <p>Intelligent Council staff will be able to practice lateral thinking and show that they are not just there to tick government boxes for compliance for this subject.</p> <p>Water is a God given resource, free for everybody to use. It cannot be owned by somebody or some corporation. Claims made in this respect are fraudulent.</p> <p>The consulting process followed leads people into a narrow vision on what can be done.</p> <p>The process followed is in accordance with the advice of the national government.</p> <p>In the documentation distributed for this consultation it is made evident that the preferred choice is the CCO model. The accompanying reasoning is biased to suit that purpose. No sincere rational and independent analysis is demonstrated as may be expected by MPDC in their capacity of public servants. How is one to believe that better efficiency is gained? No evidence but for commonplaces the likes of 'bigger is better'. What are the full consequences of more borrowing capacity? If security is needed: apply for Government guarantee.</p> <p>The slanted information is likely to influence many people trusting that their interests are best cared for by their local authority.</p> <p>This lack of independence in the information needs to be taken into account in the evaluation of this consultation.</p> <p>Going with the bigger entity, the CCO will lead to loss of control by the constituents on what is being decided and done. Several links are added into the hierarchical chain of public control, with even appointed representatives in that chain.</p> <p>The consultation process is evidently set up on a model that works towards control from above. No explicit mention is made of this.</p> <p>It is of deep concern that MPDC has so far unspoken followed a process that channels its constituents into more and more dependence on authorities; giving away people's self determination, practically undermining their capacity to influence to shape their environment.</p> <p>Peter Volker</p>	<p>Council acknowledges the complexity of this decision and the need for careful evaluation of long-term sustainability.</p> <p>Increasing regulatory and financial pressures require future-proofing to maintain affordability and compliance. Council has had issues with regulatory compliance around its wastewater consent requirements and has had disruption to the water supply due to compliance issues.</p> <p>The enhanced Internal Business Unit (IBU) model was considered but has limitations in borrowing capacity, workforce resilience, and compliance adaptability.</p> <p>Economic development opportunities are recognized, but infrastructure investment must align with long-term service planning and industries can't cross subsidise the domestic users. Water is a limited resource so it needs to be used wisely.</p> <p>The Waikato Water Done Well CCO ensures councils retain ownership and governance influence while benefiting from economies of scale.</p> <p>Council is committed to transparent engagement, with consultation running from 5–25 May 2025, including community sessions and accessible submission processes.</p> <p>The CCO model ring-fences water finances, preventing cross-subsidization while maintaining council shareholder influence.</p> <p>If water services remain in-house, borrowing constraints under Council's debt cap may limit future investment flexibility.</p> <p>Council recognizes concerns and will ensure all feedback is considered before finalizing decisions.</p>
19	Trevor William Green	Yes, I support a CCO	Yes	No	Yes	<p>My support is conditional on seeing exactly what is happening. Everything in this report appears hypothetical, without actual details being provided. As councils will only be share holders of a CCO, what controls will be put up for the board to be spendthrift on employment matters for the executive as has happened in Auckland.</p>	<p>Councils, as shareholders, will retain governance influence through Statements of Expectation, shareholder agreements, and regulatory oversight. The Local Government (Water Services) Bill ensures transparency and accountability, preventing unchecked spending.</p> <p>Board appointments will follow competency-based selection, with financial controls in place to prevent excessive executive remuneration. The Commerce Commission's economic regulation will further safeguard financial sustainability and prevent mismanagement.</p>

LOCAL WATERS DONE WELL SUBMISSIONS							
	Name	Qn 1	Qn 2	Qn 3	Qn 4	Additional General Comment (direct from submission if provided)	Staff comment
20	Waikato Regional Council - Annika Hamilton					<p>Please find attached Waikato Regional Council's submission to Matamata-Piako District Council's Local Water Done Well consultation. <i>(copied below)</i></p> <p>Submission from Waikato Regional Council to Matamata-Piako District Council's Local Waters Done Well Consultation</p> <p>Introduction</p> <ol style="list-style-type: none"> 1. WRC appreciates the opportunity to make a submission to Matamata-Piako District Council's Local Waters Done Well Consultation. 2. WRC acknowledges the close collegial working relationship shared between our two councils, as well as our councils' shared economic and infrastructure goals, which we seek to achieve through ongoing collaboration with the region's other local authorities, iwi, the private sector, and central government. Collaboration on regional solutions will enable growth and strengthen economic resilience, paying dividends in a manner that seamlessly disregards administrative boundaries. 3. Significant growth pressures, and a changing climate are also necessitating collaboration in how we allocate our resources to optimise the wellbeing of our communities. As we respond to these challenges and changes, we look forward to exploring further opportunities for synergies to improve outcomes for our region. <p>Future for waters</p> <ol style="list-style-type: none"> 4. WRC recognises the importance of addressing the key challenges behind New Zealand water infrastructure and local government funding. We support an approach to water services that is safe, compliant, reliable, environmentally resilient, and cost efficient. 5. We also support a solution that will enable growth and development within the region, whilst addressing the critical need for future-focused infrastructure. 6. Through our strategic direction, we are prioritising work to achieve clean water and healthy ecosystems that meet iwi aspirations and community needs within environmental limits. We advocate for Waikato territorial authorities to implement water services delivery plans that will support our work in improving the health of our region's waterbodies and freshwater ecosystems, for future generations. 7. We also encourage continued collaboration between our councils to ensure alignment with our council's integrated catchment management activities and our responsibilities to provide sustainable flood protection and drainage services to the Waikato region. 	<p>Waikato Water Done Well supports and aligns with Waikato Regional Council's goals and priorities by promoting collaborative regional governance, enabling future-ready and cost effective infrastructure, and environmental alignment.</p> <p>It reinforces public ownership and local oversight, enables regional planning, and complements WRC's aspirations for clean water, sustainable ecosystems, and integrated catchment management.</p>
21	William Harvey	No, I do not support a CCO	Yes	Yes	No		

Consistency with the government's Treaty of Waitangi obligations

3.2. What steps have been taken to determine whether the policy to be given effect by this Bill is consistent with the principles of the Treaty of Waitangi?

The Local Government Act 2002 requires local authorities to facilitate Māori participation in decision making processes within local government. The relationships, rights and interests that Māori have with water are often geographically or catchment specific and recognised at a local level, in agreements between mana whenua and councils. This Bill does not amend these requirements in the Local Government Act 2002. Existing requirements in Treaty settlement legislation will still apply to local authorities delivering water services, together with other arrangements that councils and Māori/iwi have entered into about the delivery of water services.

The Department of Internal Affairs commissioned a Treaty settlement specialist to provide a stocktake of the relevant settlement Acts and how they interact with Local Water Done Well policies. The Department is engaging with the post-settlement governance entities (PSGEs) for the settlements that are likely to be directly impacted, and with iwi/Māori more broadly, on the policy intent and implications of the Bill.

7 Pūrongo me whakatau | Decision Reports

7.2 Risk and Assurance Committee Report of 17 June 2025

CM No.: 3039513

Te Kaupapa | Purpose

The purpose of this report is to provide Council with an update from the Risk and Assurance Committee following its meeting on 17 June 2025.

Rāpopotonga Matua | Executive Summary

Risk and Assurance Committee Chairperson, Jaydene Kana, in attendance to update Council on the committee business, provide an overview of the minutes and any recommendations from the Risk and Assurance Committee meeting held on 17 June 2025.

The update will be circulated separately from the agenda.

Tūtohunga | Recommendation

That:

1. The information be received.

Ngā Tāpiritanga | Attachments

There are no attachments for this report.

Ngā waitohu | Signatories

Author(s)	Stephanie Hutchins Kaitohu Mātāmua Kāwana Senior Governance Advisor	
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Approved by	Tamara Kingi Kaiārahi Kāwana Governance Team Leader	
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7 Pūrongo me whakataurua | Decision Reports

7.3 Croquet Pavilion at Te Aroha Domain

CM No.: 3002123

Te Kaupapa | Purpose

To resolve ownership of the Croquet Pavilion building, used as a clubhouse, at Te Aroha Domain as well as responsibilities for maintenance and renewals.

Rāpopotonga Matua | Executive Summary

Te Aroha Croquet Club Incorporated occupy the croquet greens and Croquet Pavilion building at Te Aroha Domain.

Te Aroha Domain is both a Recreation Reserve subject to the Reserves Act 1977 and a Historic Area under the Heritage New Zealand Pouhere Taonga Act 2014.

The sport of croquet contributes significantly to the 'Edwardian character' of Te Aroha Domain and the croquet club maintain the greens to a high standard. The current pavilion building dates from the 1950s and is not a listed heritage building.

In 1981, Te Aroha Borough Council granted a lease to the croquet club for a period of thirty years with a right of renewal (exercised in 2018). The current lease expires in 2041.

In recent years, questions have been raised about the ownership of the building and responsibility for maintenance. As the building has aged, it has required more significant maintenance and renewal works.

It is acknowledged that the language used in the 1981 lease document is not always clear and can be open to different interpretations. The lease made the croquet club responsible for maintenance of the building but the document is not explicit about whether this included what would today be termed 'renewal' works like re-piling or re-roofing.

The croquet club have requested that Council accepts 'ownership' of the building and responsibility for what it terms 'capital maintenance' i.e. renewals.

Council Staff have reviewed records held by Council and documents supplied by the club and have formed the opinion that:

- (a) The building is owned by Council;
- (b) Under the 1981 lease the croquet club is responsible for maintenance of the building;
- (c) There is uncertainty around who is responsible for building renewals.

Ownership of the building results in some duties but does not necessarily commit Council to funding any or all building renovations desired by the club.

An assessment by a structural engineer could help quantify the issues with the building and the potential costs involved.

Council could consider future funding for the building through Annual Plan and Long Term Plan processes. This could involve setting aside a renewal budget for the croquet pavilion or by providing a one off grant to the croquet club to bring the building up to the desired standard.

When considering the future of the building, Council should consider the strategic vision for Te Aroha Domain, the extent to which the croquet pavilion building contributes towards that vision, as well as wider community views.

Council needs to consider whether the current croquet pavilion building is essential to enable and support croquet as an activity at the Domain. There may also be alternative ways to provide a clubhouse type facility that does not involve the current building (e.g. using a different building, sharing a building with others, or some other option).

As building owner, Council could gift the building to the croquet club however this is likely to be of little benefit to the club and unlikely to improve the current situation concerning funding for building renewal. If the club ceased to exist, ownership of the building would revert to Council, under the provisions of the Reserves Act 1977

Council may wish to consider the current lease arrangement. Council could: (a) lease the building to the croquet club but issue a new deed of lease, which clearly outlines the respective duties and responsibilities for operations, maintenance, capital, and renewal works; or (b) terminate the current lease arrangement and operate the building as a bookable Council facility; or (c) defer a decision on the future occupancy and operation of the building until it has received and considered a structural engineer's report on the condition of the building and associated renovation costs.

Tūtohunga | Recommendation

That:

- 1. The report be received;**
- 2. Council accepts legal ownership of the building;**
- 3. Council resolves to consider an appropriate level of funding for maintenance and renewal for the Croquet Pavilion building as part of the next Annual Plan budgeting process.**
- 4. A report on the condition of the building is to be undertaken by a suitably qualified and experienced structural engineer;**
- 5. Council resolves to:**
 - a) lease the building to the Te Aroha Croquet Club under the provisions of section 54, Reserves Act 1977, for a period to be determined by Council but which may not exceed 33 years, and issues a new deed of lease, which clearly outlines the respective duties and responsibilities for operations, maintenance, capital, and renewal works;**

OR
 - b) give notice of its intention to terminate the current lease arrangement and to operate the building as a bookable Council facility upon termination of the lease;**

OR
 - c) gift the building to the Te Aroha Croquet Club;**

OR
 - d) defer a decision on the future occupancy and operation of the building until it has received and considered a structural engineer's report on the condition of the building and associated renovation costs.**

Horopaki | Background

Te Aroha Croquet Club Incorporated occupy the Croquet Pavilion building as well as croquet greens at Te Aroha Domain.

Te Aroha Domain is a Recreation Reserve subject to the Reserves Act 1977 and a Historic Area under the Heritage New Zealand Pouhere Taonga Act 2014. The Domain contains several listed heritage buildings. The Croquet Pavilion is not one of the listed buildings. Records suggest it was built in the 1950s. The listed buildings were typically built between 1886 and 1940.

In 1981, Te Aroha Borough Council granted a lease to the croquet club for a period of thirty years with a right of renewal (Attachment A). The club agreed to a renewal in 2018. The current lease expires in 2041.

In recent years, questions have been raised about the ownership of the building and responsibility for maintenance. As the building has aged, it has required more significant repairs.

The wording of the 1981 lease has been problematic in some respects. It is written in the style of a 'land lease' and mostly refers to buildings in the future tense. To some extent, the use of future tense, appears to reflect the wording of Section 54 of the Reserves Act 1977. The lease does not make it clear that the Croquet Pavilion building already existed at the time and did not make it clear who owned it. The lease made the croquet club responsible to 'repair and maintain' and 'keep all buildings...in good substantial repair' but the document did not make it clear what this included or excluded, except for the exclusion of 'fair wear and tear' as well as natural disasters. It does not specifically outline whether the lessee's responsibilities to 'repair and maintain' include renewal works like re-piling or re-roofing.

The croquet club have requested that Council accepts 'ownership' of the building and responsibility for what it terms 'capital maintenance' i.e. renewals.

The club has provided a document outlining their views on building ownership and responsibility for maintenance etc. This is provided as an attachment with personal contact details redacted (Attachment B). Council staff have reviewed the document and do not necessarily agree with all the statements or interpretations in the document, however, areas of disagreement generally do not substantially affect the fundamental issues for Council to consider. The only disagreement in interpretation addressed in this report is the interpretation of Clause 6 of the lease which will be discussed below.

Ngā Take/Kōrerorero | Issues/Discussion

Responsibility for maintenance and renewal

Council staff are in agreement with the croquet club that the ownership issue is secondary to clarifying responsibilities for the upkeep of the building (Attachment B, Page 2). There is however a difference in interpretation of Clause 6 of the 1981 lease.

Clause 6 states:

"The Lessee will repair and maintain at all times during the said term and keep all buildings, structures, drains and fences now erected or during continuance of the said term to be erected or made upon or around the said land in good substantial repair and will to the satisfaction of the Lessor keep such buildings well and efficiently painted, cleansed and maintained excepting depreciation from fair wear and tear or other natural causes and damage by fire, storm, earthquake, tempest, flood or inevitable accident and so yield and

deliver up the same to the Lessor at the expiration or other sooner determination of the said term”.

The Club’s interpretation of Clause 6 is “...that capital works, normally being regarded as a result of fair wear and tear, structural inadequacy, etc., are not the responsibility of the Club...” (Attachment B, Page 8).

Council Staff’s view is that the phrase “excepting depreciation from fair wear and tear” simply means that the Lessee is not expected to keep all components of the building maintained to “as new” condition. For example, items such as carpets wear out when used, so the Lessor cannot hold the Lessee to account that a ten year old carpet is not in as good condition as a brand new one. The Lessor has to take into account “fair wear and tear”.

Regardless of the interpretation of “fair wear and tear”, the main issue to consider is whether the intent of Clause 6 was make the Lessee responsible for all maintenance and renewal works associated with the building. As there is no clause in the 1981 lease requiring the Lessor to keep the building repaired or maintained to a particular standard, Staff interpreted it to be the Lessee’s responsibility.

Council is asked to determine what it considers reasonable in the circumstances.

As the Administering Body of the Reserve, Council may terminate the current lease and grant a new lease which clarifies Council’s expectations in this regard.

To avoid future misunderstandings, it is recommended that any future deed of lease for the building should clearly define and use standard terminology and outline duties and responsibilities for maintenance and renewals. For example, the IPWEA defines ‘maintenance’ as ‘work required to keep infrastructure assets in a condition suitable for their intended purpose, encompassing both preventative and corrective actions’ while ‘renewal’ is ‘replacing or refurbishing assets that have reached the end of their useful life’.

Ownership of the building

Having reviewed the available documentation in Council records as well as those supplied by the croquet club, Council Staff are of the view that, the building is owned by Council.

This view is primarily based on the 1978 Memorandum of Transfer for Te Aroha Domain which indicated that the croquet pavilion was among the assets transferred from central government to local government when the Domain vested in Council.

Importantly, the Memorandum of Transfer predates the lease signed in 1981.

The usual presumption is that a building is owned by the owner of the land on which it stands, unless there is proof to the contrary (e.g. a land lease or a licence to occupy that makes it clear that the building is not owned by the landowner).

As mentioned, the 1981 lease is not particularly clear regarding the building. Staff have also reviewed minute books of the Te Aroha Borough for the period prior to the grant of the 1981 lease to see if these may provide additional context i.e. provide evidence of the parties’ understanding at the time. Unfortunately, the minutes from that era are not very detailed and did not provide any further clarification as to ownership or maintenance responsibilities. It appears that at one point, the borough council provided some funding for repairs to the building but this was prior to the lease being granted and therefore does not really shed light on the intent of the wording in the lease.

Ownership of the building results in some duties and responsibilities but does not necessarily commit Council to funding any or all building renovations. If the building continues to be used for its current purpose, Council should ensure the building is safe to use. Council could potentially fund some work from operations or building renewals budgets (though this may impact current work plans/priorities) and consider further funding for building renewals as part of the future Annual Plan and Long Term Plan processes. There is some risk to the croquet club that the wider community might not necessarily consider the croquet pavilion to be a high priority for Council spending compared to other projects/programmes.

If restoration costs are considered to be prohibitive, Council would be free to consider alternative uses for the building or even disposal or demolition. There is no intention to expel the sport of croquet from the Domain but if it is cost-prohibitive to bring the current building up to the desired standard, alternative options to the current building may need to be considered.

Ownership of the building also means Council has the option to lease, sell, or gift it.

Council could terminate the 1981 lease and grant a new lease to the croquet club. A new lease, written in the contemporary format, using 'Plain English' and clearly outlining respective duties of Lessor and Lessee could address many of the issues resulting from the 1981 lease.

As building owner, Council could gift the building to the croquet club however this is likely to be of little benefit to the club and unlikely to improve the current situation concerning funding for building renewal. If the club ceased to exist, ownership of the building would also revert to Council, under the provisions of the Reserves Act 1977.

Council could also terminate the lease and choose to operate the building as a bookable facility, in the same way as the former Bowling Pavilion at the Domain. If Council fully managed the facility and took care of maintenance and renewals, it would leave the croquet club to focus solely on maintaining the greens. There may be some resistance from croquet to have to book and pay to use a building that has a long association with croquet. It may however be more acceptable to those ratepayers who do not play croquet, if Council invests into a multi-use, bookable facility at the Domain, rather than a clubhouse that might be perceived as primarily benefiting one particular sport.

Strategic alignment

The sport of croquet contributes significantly to the 'Edwardian character' of Te Aroha Domain and the croquet club maintain the greens to a high standard. The Te Aroha Domain Management Plan, adopted in 2006 after public consultation, anticipated that croquet will be played at the Domain but the plan also suggested rationalising croquet facilities at the Domain ([Te Aroha Domain Management Plan 2006](#), p.53).

The current pavilion building, which dates from the 1950s is not a listed heritage building but serves the needs of the Te Aroha Croquet Club, which currently has thirty members.

When considering the future of the building, Council should consider the strategic vision for Te Aroha Domain, the extent to which the croquet pavilion building contributes towards that vision, as well as wider community views/needs.

Council may wish to consider whether the current croquet pavilion building is essential to enable and support croquet as an activity at the Domain or whether it is a 'nice to have'.

There may be alternative ways to provide a clubhouse-type facility that does not involve the current building (e.g. using a different building, sharing a building with others, or some other option). Other community groups are likely to be in a similar position in terms of escalating costs, reliance on volunteers, etc.

Value

The value of the building, as valued in 2023, was \$45,000. The cost of all potential repairs/renewals is not known at this stage.

An assessment of the building by a structural engineer is required to quantify necessary works and likely costs.

Mōrearea | Risk

Reputational Risk

If Council fully funds repairs to the building there are risks, some individuals or organisations may form a perception of that croquet has been treated differently to other sports clubs. The expectation may be created that Council will fund other community groups in similar situations. There is the potential to incentivise clubs not to undertake major building maintenance by creating a perception that Council will pick-up the bill if clubs do not maintain the buildings they use.

Clearly communicating the unique circumstances of the situation may mitigate these risks.

Operational Risk

There is an operational risk that Council may need to undertake unplanned building renovation projects which may impact on current work programmes.

If Council wishes to operate the building as a bookable facility there will be some unbudgeted and unplanned operational implications.

Financial Risk

If the croquet club were unable to maintain/renew the building there is a risk that Council will be left with a derelict building at Te Aroha Domain in the not too distant future to either demolish or renovate.

Ngā Whiringa | Options

The following options have been developed based on three main themes: ownership, responsibilities, and occupation of the building. The potential advantages and disadvantages are shown in Table 1 below.

1. Ownership of the building.

- a. Council confirms ownership of the Croquet Pavilion; or
- b. Council confirms ownership of the Croquet Pavillion and gifts it to the Te Aroha Croquet Club.
- c. Council seeks further clarification and/or legal opinion.

Option 1A is the recommended option. It provides Council with the most options for the future of the building. It is worth noting that, if the club were to abandon the building, Council would automatically assume ownership of it under the provisions of Schedule 1, Reserves Act 1977.

2. Responsibility for maintenance, renewals, etc.

- a. Council treats the building as a Council asset and considers maintenance and renewal budgets as part of the Annual Plan/Long Term Plan process; or
- b. Council determines who should be responsible for maintenance and who should be responsible for renewal and leases the building out under those terms.

There is no recommended option. This is a policy decision for Council.

3. Occupation arrangement

- a. Council can continue to lease the building to the croquet club but issue a new lease document clearly outlining roles and responsibilities of the parties; or
- b. Council can serve notice to terminate the lease and choose to operate the building as a bookable Council facility.

There is no recommended option. This is a policy decision for Council.

Table 1: Potential advantages and disadvantages of the various options

Issue	Ref.	Description	Advantages	Disadvantages
Ownership	1A	Council owns the building	Clarity for all parties about ownership. Council has full rights to manage, lease, sell, demolish etc.	An expectation from the Club that Council will fund renewals.
	1B	Council gifts the building to the croquet club	Council not responsible for maintenance or renewals. Some advantage to club by having an	Does not solve funding issue for renewals and maintenance. May lead to perceptions that

Issue	Ref.	Description	Advantages	Disadvantages
			asset to borrow against and easier for club to insure.	Council is avoiding responsibilities or not supporting a community group.
	1C	Defer decision. Seek further information/legal opinion.	Confirmation of ownership.	Costs and time. Continued uncertainty. Council may still end up owning the building if the club abandons it.
Responsibility for maintenance, renewals, etc.	2A	Council treats the building as a Council asset and considers maintenance and renewal budgets as part of the Annual Plan/Long Term Plan process	Opportunity to seek wider community views. Clarity on duties & responsibilities of the parties. Planned approach to renewals and preventative maintenance. Budget allocations.	Community might not support Council funding this building compared to other projects/programmes. Council's level of service for the building might differ from the club's expectations.
	2B	Council determines who should be responsible for maintenance and who should be responsible for renewal and leases the building out under those terms.	Lease document would clearly outline duties & responsibilities of the parties. This may help the club with applications for funding e.g. grants as well as with insurance. Council could budget for Council's duties & responsibilities	Parties might not reach agreement on who is responsible for what. Council's level of service for the building might differ from the club's expectations. Funding may remain an issue.

Issue	Ref.	Description	Advantages	Disadvantages
			whatever they may be.	
Occupation arrangement	3A	Continue to lease the building to the croquet club but issue a new lease	<p>Lease document would clearly outline duties & responsibilities of the parties.</p> <p>This may help the club with applications for funding e.g. grants, as well as with insurance.</p>	May limit future options to use or develop the space but no more so than currently.
	3B	Serve notice to terminate the lease and choose to operate the building as a bookable Council facility.	<p>Clarity on duties & responsibilities of the parties.</p> <p>Planned approach to renewals and preventative maintenance.</p> <p>Budget allocations.</p> <p>Club would use the building on a 'pay to play' basis which is likely to be cheaper than maintaining the building.</p> <p>Community groups pay nominal fees to use Council facilities.</p> <p>Other groups could use the space when not booked by croquet. This could promote use of the Domain for</p>	<p>Croquet club may not be supportive of sharing building with others.</p> <p>There would be unbudgeted operational costs to make the facility bookable.</p> <p>Council would need to set charges for the facility under the Local Government Act 2002 process.</p> <p>Council would need to fund operations, maintenance and renewals.</p>

Issue	Ref.	Description	Advantages	Disadvantages
			<p>meetings, weddings etc.</p> <p>Fees and charges may help offset costs.</p>	

Recommended option

Option 1A. For Options 2 and 3 there is no recommended option as these are policy matters for Council to consider.

Ngā take ā-ture, ā-Kaupapahere hoki | Legal and policy considerations

Reserves Act 1977

Te Aroha Domain is vested in Council as a Recreation Reserve subject to the Reserves Act 1977. Council is the Administering Body of the Reserve.

The submission from the croquet club partially references Section 3 of the Reserves Act 1977. Section 3 relates to the general purpose of the Act and reserves in general. As Te Aroha Domain is a Recreation Reserve, section 17 of the Act is more pertinent to the management of the reserve and section 54 to leases over the reserve.

Council must manage the reserve in accordance the principles outlined in Section 17 of the Act and the approved reserve management plan. Section 17 outlines the purpose of Recreation Reserves as, 'providing areas for the recreation and sporting activities and the physical welfare and enjoyment of the public, and for the protection of the natural environment and beauty of the countryside, with emphasis on the retention of open spaces and on outdoor recreational activities, including recreational tracks in the countryside'. There is no legal requirement that every recreation reserve must cater for all these uses. Section 17 further provides for matters such as public entry and access, the protection of special features, plants, animals, etc.

Reserve management plans generally address how the Administering Body of the Reserve intends to manage the reserve to meet the requirements of the Act. A site-specific reserve [reserve management plan](#) for Te Aroha Domain was adopted in 2006 after public consultation. The [General Policies Reserve Management Plan 2019](#) deals with generic issues common to all reserves and includes a section on occupation agreements i.e. leases and licences.

Council is authorised to lease the reserve, or parts of it, under Section 54 of the Reserves Act 1977. Under this section, Council may grant a lease for a period of up to 33 years, with or without a right of renewal. The Act stipulates certain standard conditions and leases under the Act do not create a legal interest in land. If the reserve management plan specifically anticipates a proposed lease, then there is no requirement to publically notify and consult on the proposed lease. In this particular case, a lease to the croquet club is anticipated in the site-specific reserve management plan.

Heritage New Zealand Pouhere Taonga Act 2014

Te Aroha Domain is a Historic Area under the Heritage New Zealand Pouhere Taonga Act 2014 and includes several listed heritage buildings. The croquet pavilion building is not listed as a heritage building.

Community Group Leases and Licences Policy

The [Community Group Leases and Licences Policy](#) was adopted in 2023. It outlines Council's policies for leases and licences to not-for-profit community groups including decision-making on leases/licences and standard terms.

The current lease predates this policy. Under the new policy, the croquet club would pay a peppercorn rental. The delegation to approve new leases rests with Council and has not been delegated to staff while rollovers of existing leases have been delegated to staff.

Local Government Act 2002 (LGA 2002) Decision-making requirements

All Council decisions, whether made by the Council itself or under delegated authority, are subject to the decision-making requirements in sections 76 to 82 of the LGA 2002. This includes any decision not to take any action.

Local Government Act 2002 decision making requirements	Staff/officer comment
Section 77 – Council needs to give consideration to the reasonable practicable options available.	Options are addressed above in this report.
Section 78 – requires consideration of the views of Interested/affected people	The views of the croquet club are known (Attachment B). The views of the wider public are not known in terms of investment into the building. The RMP anticipates the croquet activity and clubhouse at the Domain.
Section 79 – how to achieve compliance with sections 77 and 78 is in proportion to the significance of the issue	Te Aroha Domain is a strategic asset under Council's significance policy. Council is not disposing of a significant asset. Matters under the Significance & Engagement Policy that might trigger 'significance' are items 2 (financial consequences) and 3 (impact on a large portion of the community). This is in respect of the potential implications for Council from other entities using buildings on Council land.
Section 82 – this sets out principles of consultation.	If Council wishes to fund renewals to the building this could be consulted on as part of the Annual Plan/Long Term Plan.

Policy Considerations

1. To the best of the writer’s knowledge, this recommendation is not significantly inconsistent with nor is anticipated to have consequences that will be significantly inconsistent with any policy adopted by this local authority or any plan required by the Local Government Act 2002 or any other enactment.

Te Tākoha ki ngā Hua mō te Hapori me te here ki te whakakitenga o te Kaunihera | Contribution to Community Outcomes

Matamata Piako District Council's Community Outcomes are set out below:

MATAMATA-PIAKO TŌ MĀTOU WĀHI NOHO OUR PLACE		MATAMATA-PIAKO DISTRICT COUNCIL TE ARA RAUTAKI STRATEGIC DIRECTION	
TŌ MĀTOU WHAKAKITENGA OUR VISION			
Matamata-Piako District is vibrant, passionate, progressive, where opportunity abounds. ‘The heart of our community is our people, and the people are the heart of our community.			
TŌ MĀTOU WHĀINGA MATUA OUR PRIORITIES (COMMUNITY OUTCOMES)			
			
He wāhi kaingākau ki te manawa A place with people at its heart	He wāhi puawaitanga A place to thrive	He wāhi e poipoi ai tō tātou taiao A place that embraces our environment	He wāhi whakapapa, he wāhi hangahanga A place to belong and create

The community outcomes relevant to this report are as follows:

- He wāhi kaingākau ki te manawa | A place with people at its heart
- He wāhi puawaitanga | A place to thrive

Pānga ki te pūtea, me te puna pūtea | Financial Cost and Funding Source

Costs are not known at this stage. Council may be able to fund some work from operational budgets but major renewal works would need to be funded from the buildings renewal budget. Council could consider funding as part of the next Annual Plan.

Ngā Tāpiritanga | Attachments

A↓. 1981 Memorandum of Lease



B↓. Document supplied by Te Aroha Croquet Club



Ngā waitohu | Signatories

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	Manaia Te Wiata Tumu Whakarae Chief Executive Officer	
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MEMORANDUM OF LEASE

WHEREAS THE TE AROHA BOROUGH COUNCIL (hereinafter referred to as "the lessor") has been appointed to control and manage ALL THAT piece of Crown land as more particularly described in the schedule hereto (hereinafter referred to as "the said land") which said land is part of the Te Aroha Domain AND WHEREAS THE LESSOR acting under the powers conferred by Section 54 (1) (c) of the Reserves Act 1977 has agreed to grant a lease of the said land NOW THEREFORE in pursuance of the said agreement and in consideration of the rent hereby reserved and of the covenants, conditions and agreements on the part of the lessee herein expressed and implied THE LESSOR DOTH HEREBY DEMISE AND LEASE to the TE AROHA CROQUET CLUB (INCORPORATED) a society duly incorporated under the Incorporated Societies Act 1908 and having its registered office at Te Aroha (hereinafter with its successors in title and permitted assigns referred to as "the Lessee") for the purpose of providing croquet greens ALL the said land TO HOLD the same for a term of thirty (30) years from and inclusive of the first day of April 1981 YIELDING and paying therefore to the Council or other authority for the time being have charge of the Te Aroha Domain for the first five years of the said term an annual rent of one hundred and fifty dollars (\$150) payable half yearly in advance on the first days of April and October in each year during the said period of five years and for the next five successive periods of five years of the said term an annual rent in respect of each of those periods shall be determined as provided in Clause 21 herein.

AND SUBJECT TO THE FOLLOWING COVENANTS CONDITIONS AND RESTRICTIONS

1. THE Lessee will duly and punctually pay the sum hereby reserved by way of rent at the times and in the manner aforesaid free of deductions and will bear outgoings whatsoever that now are or hereafter may be assessed or imposed upon the said land or any part or parts thereof arising out of the Lessee's use of the said land under these presents.
2. THE Lessee will not assign, transfer, mortgage, sublet or otherwise part with possession of the said land or any part thereof or its estate or interest therein without the previous consent in writing of the Lessor.
3. THE Lessee shall have the right to erect a building for use as a croquet club pavilion and other buildings ancillary to the game of croquet on the said land PROVIDED HOWEVER that prior to commencement of construction of such buildings plans and specifications thereof shall be first submitted to and approved by the Lessor AND FURTHER that prior to commencement of construction of any alterations or additions to the said buildings plans and specifications thereof shall first be submitted to and approved by the Lessor.
4. THE Lessee will at all times during the term hereof comply with the provisions of all acts bylaws and regulations and the lawful requisitions of any proper authority having power in that regard with respect to its use of the said land and will save and keep harmless and indemnified the Lessor against all costs claims damages expenses actions and proceedings for or on account thereof and will not do or suffer to be done anything in or about the said land which shall be or may become a nuisance or annoyance to either the Lessor, or the owners or occupiers of land in the vicinity of the said land.
5. THE Lessee will use the croquet club pavilion (as provided in Clause 3) as its headquarters and for no other purposes and will not allow the same to be used as living accommodation and will not assign, sublet, mortgage, charge or otherwise part with possession thereof without the prior consent in writing of the Lessor.
6. THE Lessee will repair and maintain at all times during the said term and keep all buildings, structures, drains and fences now erected or during the



continuance of the said term to be erected or made upon or around the said land in good substantial repair and will to the satisfaction of the Lessor keep such buildings well and efficiently painted, cleansed and maintained excepting depreciation from fair wear and tear or other natural causes and damage by fire, storm, earthquake, tempest, flood or inevitable accident and so yield and deliver up the same to the Lessor at the expiration or other sooner determination of the said term.

7. THE Lessee will insure and during the said term keep insured in the name of the Lessor in an insurance office acceptable to the Lessor all buildings now or at any time erected upon the said land during the said term against loss or damage by fire, to the full insurable value thereof and will keep in force every policy of insurance so taken out and every renewal or extension thereof and in the event of loss or damage by fire will subject to the rights of any mortgagee apply all insurance monies received pursuant to any such policy in and towards the repair reinstatement or rebuilding of any buildings damaged or destroyed.
8. THE Lessor shall not be liable for any accidental loss or damage suffered by or caused to any personal property arising out of or by reason of the use of the said land by the Lessee or during the course of erection of any building on the said land by the Lessee and the Lessee shall indemnify and keep the Lessor from and against all actions claims suits and demands arising out of the use of the said land by the Lessee its members invitees servants and workmen as aforesaid.
9. THE Lessee will not erect or display or permit to be erected or displayed any hoardings or advertising matter of any description whatsoever on any part of the said land or any building erected thereon without the previous consent in writing of the Lessor.
10. THE Lessee will permit the Lessor and its agents at all reasonable times to enter upon the said land to view the state of repair thereof and to serve upon the Lessee notice in writing of any defect (but without prejudice to any of the Lessor's other rights contained herein) AND the Lessee will as soon as reasonably practicable after receipt of every such notice well and sufficiently make good such defect in accordance with the covenant in that behalf contained or implied herein AND in default of so doing will permit the Lessor to take such steps expend such monies and do all such other acts and things as the Lessor shall consider necessary to make good such defect and any monies expended by the Lessor in so doing together with interest thereon not exceeding Local Body borrowing rates per centum or per annum computed from the time or respective times of such monies being actually expended by the Lessor until actual payment thereof by the Lessee to the Lessor shall be payable on demand by the Lessee to the Lessor or may be recovered by distress in the same manner as if the same were arrears of rent reserved by these presents.
11. THE Lessee will at its own cost provide all necessary workmen and caretakers to maintain supervise and control the use of the said land and buildings erected thereon and throughout these presents the term 'caretaker' shall be deemed to mean and include any person for the time being appointed by the Lessee to supervise and control the use of the same by persons using the same.
12. THE Lessee may take such rules for the management control and use of the croquet greens and associated facilities for the conduct of persons using the same as may be proper and necessary PROVIDED THAT all rules so made shall be consistent with these presents and before coming into force be approved of in writing by the Lessor and if any dispute shall arise between the Lessee and the Lessor as to the propriety of any rule or rules such dispute shall be referred to the Lessor whose decision shall be final and binding on all parties PROVIDED FURTHER that such rules when approved shall be printed and posted upon some conspicuous place on the said land for the information and guidance of all persons using the same.



13. ANY person of good repute may join the Lessee upon paying the necessary fee and complying with the usual rules laid down by the Lessee.
14. NOT WITHSTANDING anything to the contrary provided by the rules of management in the case of any person applying for membership of the TE AROHA CROQUET CLUB INCORPORATED (hereinafter called "the Club") and such application being refused the Lessee shall if required by the Lessor so to do call a special general meeting of the members of the Club and the same being called a vote shall be taken among the members then present as to the election of such person as a member and if a majority of two-thirds of the voters shall be in favour of such person's admission then such person shall on payment of the prescribed entrance fee and a year's subscription thenceforward be entitled to all the privileges and subject to all the duties incidental to membership of the Club.
15. (a) Any person of good repute and conduct not being a member of the Club shall have the right to play croquet upon the greens at all times that the same are open for play save as excepted in Clause 16 hereof upon payment to the Club of a fee as may be prescribed by the Club provided that such fee shall first be approved in writing by the Lessor.
- (b) All such fees shall be retained by the Club.
16. THE Club shall have the exclusive use and possession of the said land on not more than forty (40) days in the year for the purpose of holding tournaments thereon but not on more than six (6) days consecutively.
17. IT shall be lawful for any person not being a member of the Club to enter and for any reasonable space of time to remain as a spectator upon the said land at all times when the croquet greens are open for play and no person so entering or remaining on the said land shall so long as he shall conduct and behave himself in an orderly and seemly manner and shall refrain from hindering or obstructing play upon the croquet greens be deemed to be a trespasser provided however that the authority herein contained shall not be deemed to authorise any person to enter or be within or upon other property belonging to or used by the Club without the previous consent of some member of the Committee of the Club.
18. THE caretaker may refuse to admit to the said land or may remove from the said land any person: -
- (a) Who is disorderly or a disreputable person.
 - (b) Who by reason of intoxication or other reasons, is not in a proper condition to use the facilities provided on the said land.
 - (c) Who is not properly and decently attired and clean in person.
 - (d) Who behaves in an indecent or disorderly manner or is offensive to any other person using the said land.
 - (e) Who acts contrary to any of the rules for the management, control and use of the said land and facilities erected thereon and any omission or failure to observe any such rule upon his or her attention being drawn to the same shall be deemed to be a reason for his or her expulsion.
 - (f) Who fails or refuses to comply with any lawful request of the caretaker given for the purpose of enforcing the rules or of preserving proper management and the comfort and con-



venience of the persons using the said land and facilities erected thereon.

19. THE Club will not without the prior consent of the Lessor cut down, remove or destroy any tree or shrub growing on the said land but may carry out any pruning reasonably required to maintain the said land AND FURTHER the Club may carry out landscaping on the said land as is consistent with the development of first class croquet greens.
20. THE Club will keep the said land free from all noxious weeds, rabbits and other pests.
21. THE annual rental hereby reserved may be reviewed by the Lessor for the second and each succeeding period of five (5) years of the term hereof not later than three (3) months prior to the end of the first five (5) years and each succeeding period of five (5) years PROVIDED THAT if any dispute shall arise between the Lessee and the Lessor as to the rent such dispute shall be referred to the Minister of Lands whose decision shall be final and binding on all parties.
22. THAT in the event of the Club ceasing to function for the purposes for which it was established for a period of twelve (12) months or more then the said land and all improvements thereon shall transfer to the Lessor and be held in trust by the Lessor for the Lessee or for such other occupier or user as may be approved by the Lessor.

AND IT IS HEREBY AGREED by and between the Lessor and the Lessee as follows: -

23. IF and whenever the rent hereby reserved shall be in arrears the same may be levied by distress.
24. THAT in cases of the rent hereby reserved or any part thereof being in arrears or unpaid for the space of thirty one (31) days after any of the days hereinbefore appointed for payment thereof whether the same shall have been legally demanded or not or if breach shall be made in the observance or performance of any of the covenants conditions or agreements on the part of the Lessee herein expressed or implied or if the Lessee shall at any time cease to be a voluntary organisation then and in any such cases it shall be lawful for the Lessor or his agent forthwith or at any time or times thereafter to re-enter and take possession of the said land and determine the estate and interest of the Lessee therein without discharging the Lessee from liability for rent due or accruing due or for any previous breach or covenant.
25. THE Lessee having faithfully observed and performed all the covenants conditions and agreements on the Lessee's part herein contained and implied up to the expiration of the said term and the Lessor being satisfied that there is sufficient need for the recreational facilities provided by the Lessee to continue then the Lessee shall have a right to a renewal of this lease for a further term of thirty (30) years on giving three (3) months prior notice in writing of such desire to the Lessor before expiration of the term hereby granted at a rent to be fixed by agreement or failing agreement to be decided by the Lessor PROVIDED HOWEVER that such renewed lease shall be subject to the same covenants and conditions as are herein contained (excepting this present right of renewal) and that the rental payable during the first period of five (5) years of such renewed term shall not in any case be less than the rental payable during the final five (5) years of the within written lease.
26. IF the Lessee fails within the time as aforesaid to give notice as to whether it desires a renewed lease or not the Lessee's right to a renewed lease shall cease on the expiry of the term aforesaid.



27. THE term of any such renewed lease shall run from the date of the expiration of the term hereby created and the rent as agreed or fixed shall accrue as from that date in lieu of rent reserved for a term hereby created notwithstanding the fact that the renewed lease may not be executed until after that date.
28. THAT on the expiration or sooner determination of this lease the Lessor shall not be called upon or be liable to pay any compensation for any improvements or buildings effected or erected by the Lessee on the said land PROVIDED THAT:-
- (a) When the lease has been terminated by surrender any incoming Lessee will be required to pay a fair value for the outgoing Lessee's improvements without any liability on the Lessor to obtain the maximum price for any such improvements and the same may be purchased by the incoming Lessee on deferred payments for payment to the Lessee.
 - (b) When the lease is terminated by default and the land is to be re-let for the same purposes provision may be made for the incoming Lessee to purchase the improvements at the best price the Lessor can obtain and if necessary the Lease may be re-offered until a Lessee is found to agree to pay the price stipulated by the Lessor for payment to the outgoing Lessee.
 - (c) If the Lessee is terminated by the lapse of time and the land is not to be leased again for the same purpose or the Lessor does not require the improvements then after all amounts outstanding have been paid the Lessee must remove the improvements.
 - (d) Any improvements destroyed by fire or otherwise damaged and depreciated and no longer required by the Lessee must be removed by the Lessee at its own expense.
 - (e) If on the expiration or sooner determination of these presents the Lessor does not require the improvements the Lessee may within such time as the Lessor shall determine remove all buildings and other moveable improvements effected or created by the Lessee PROVIDED HOWEVER where the whole or some of the improvements are of value to the Lessor then the Lessor may pay to the Lessee the value of such improvements as are determined by the Lessor.
29. THAT if at any time during the term of the within lease or any renewal thereof the Lessor is of the opinion that the said land is not being used or not sufficiently used for the purposes for which this lease is hereby granted then if after making such enquiries as he thinks fit and giving the Lessee an opportunity to explain the usage of the said land the Lessor may terminate the lease upon such terms as the Lessor may determine.

AND it is hereby declared and agreed that these presents are intended to take effect as a lease of a recreation reserve under Section 54 (1) (c) of the Reserves Act 1977 and of any enactments in amendment or substitution thereof and the provisions of the said Act applicable to such leases shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

IN WITNESS WHEREOF these presents have been executed this

25th day of August 19 81



SCHEDULE

ALL THOSE pieces of land situated in the South Auckland Land District being Parts Section 16, Block IX, Aroha Survey District containing 3,400 square metres approximately, being more particularly shown on the plan annexed hereto and thereon edged red.

(Reservation by New Zealand Gazettee 1904 page 307. Te Aroha Borough Council appointed to control and manage by New Zealand Gazettee 1979 page 984.)

THE COMMON SEAL OF THE TE AROHA)
BOROUGH COUNCIL was hereto)
affixed pursuant to a resolu-)
tion of the Council passed on)
the 25th day of August 1981)
1981 in the presence of:)

Mayor:

[Handwritten signature]

Councillor:

L. Mathew

Town Clerk:

[Handwritten signature]



THE TE AROHA CROQUET CLUB (INC))
hereby accepts this lease of)
the within described land to be)
held by it subject to the)
covenants conditions and)
agreements hereinbefore set)
forth and its Common Seal was)
hereunto affixed in the)
presence of: -)

President:

M. L. Hawkings

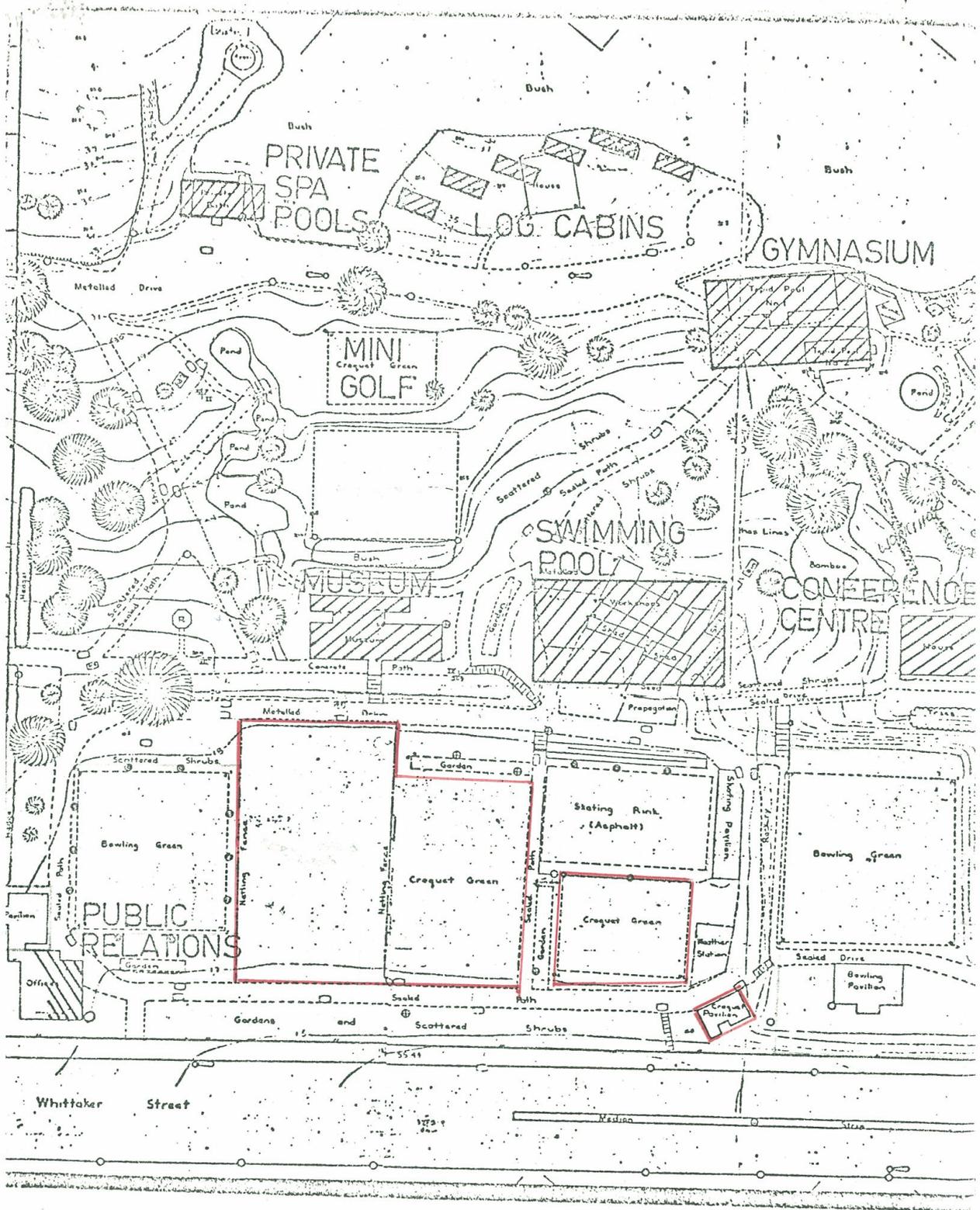
Secretary:

Maddie D. Tacon

Member:

[Handwritten signature]

DATED this 14th day of AUG 19 81.



TE AROHA CROQUET CLUB REPORT
to
MATAMATA-PIAKO DISTRICT COUNCIL
regarding
TE AROHA DOMAIN CROQUET PAVILION



Prepared by the Te Aroha Croquet Club

April 2025

The following information is simply our own interpretation of available documents and based largely on our own local knowledge and understanding of the various documents provided or freely available from Council, including the original memorandum and various correspondence from Council staff over the previous years.

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1 Executive Summary:

This report outlines the efforts that we, as Members of the Te Aroha Croquet Club (hereafter being referred to as the 'Club'), had been working through the apparent issue of ownership of the Croquet Pavilion with Council Staff for a number of years even before the Club received an email from Council on the 24 September 2013 (Refer **Appendix B**), in response to a request for clarification on ownership from the Club, stating that the Club were the formal owners of the Pavilion and thus responsible for all maintenance, as per the original signed Memorandum of Lease, dated 25 August 1981 (Refer **Appendix A**).

The Council's Memorandum of Lease 1981, originally signed by the Club on 14 August 1981 and ratified on 8 August 2018, has generated considerable confusion only in later years, as the building has aged and requiring significant maintenance, with the Club suddenly realizing that it is now faced with the significant funding of capital works.

Council could, with some justification, say that the Club should have considered/checked this before signing a lease, but it could also be justified that the agreement doesn't actually state, in our interpretation of the agreement, that the Lessee is liable for capital maintenance.

It could also have been that neither party to the agreement raised the issue even if both parties had differing interpretations, because it simply was not an issue at that time. We are unlikely to ever know the true answer, but we now have the opportunity to address it properly and fairly.

Council's premise is still clearly that the Club owns the Croquet Pavilion and thus should be responsible for all costs associated with its operations and maintenance

The Club's premise is clearly that it is not responsible for capital works, refer **Section 4: Comments on Memorandum**, and is now facing the issue of very high future costs associated with the continuing maintenance of a very old building including rotten weatherboards, replacing existing rotten wooden windows, plus the possible replacement of the whole building's flooring/foundation structures to address the current depressions in the flooring. The roof and the painting of the whole building is next on the agenda and a speedy resolution of this issue is required to allow the painting to go ahead in the very near future, or be put off for another year.

Costs are not the only factor, although the Council should take it into consideration, in its deliberations of this issue, that the Club has already spent in excess of \$200,000 in the last 5 years (refer **TABLE 1**), noting that while the majority of the expenditure is on the croquet greens, not forgetting the 2,650 hours of volunteer's time and effort which are priceless, especially in the current environment. The Club's viability is totally determined by the conditions of the greens.

This report is to suggest a means of resolving this major issue in an amicable and non-combative environment, as it has dramatic consequences on both parties to the Agreement.

The consequence, for the Club, of a failure to resolve this issue is that, because it could not sustain that level of expenditure, its viability as an ongoing club is severely threatened and would likely close, the final end of the Domains ongoing involvement with active sports, 140 years after its start in 1885 (Refer **Appendix H**).

The consequences to Council are more difficult to define, but will include a direct financial loss, due to Council having to carry out the maintenance of the greens, but at a significantly reduced standard as the Club maintain them as a proper tournament playing standard. It would also have to accept ownership of the Croquet Pavilion and its ongoing maintenance costs, although a good percentage has already been completed, at a significant cost to the Club.

It will have a significant detrimental effect on the community as it will be a lost opportunity to attract visitors to Te Aroha, especially other Croquet Clubs, schools, etc., and on a final note, could conceivably have an impact on Council meeting its requirements in terms of Clause 3(1)(a)(i) of the **Reserves Act 1977 (refer Figure 1)**, "in that provision of recreational use or potential whether active or passive", is severely reduced, the active component

then being almost totally reliant on swimming, Pétanque and Pickleball. Tramping and biking are not reliant on the existence of the Domain

Figure 1: Excerpt from the Reserves Act 1977

Part 1 Administration	
3 General purpose of this Act	
(1)	It is hereby declared that, subject to the control of the Minister, this Act shall be administered in the Department of Conservation for the purpose of—
(a)	providing, for the preservation and management for the benefit and enjoyment of the public, areas of New Zealand possessing—
(i)	recreational use or potential, whether active or passive; or

This is not to demean the other existing activities in the Domain, such as Pétanque and Pickleball, but to recognise the longevity, adaptability and resilience of Croquet.

TABLE 1: This Table is only part of a more detailed table of expenditure over the last 5 years in the “The Te Aroha Croquet Club’s financial contributions to date” section of this report.

TE AROHA CROQUET CLUB EXPENDITURE		
YEAR	Item	Costs Paid
2020 - 21	Lawn Products: Fuel, Paint, Fertilisers, Insecticides, Fungicides	\$10,400.00
	Mowers maintenance & repairs	\$3,872.00
	Year Total	\$14,272.00
2021 - 22	Turf Contracting: Coring, under sowing & seed costs (Spring & Autumn)	\$7,031.01
	Lawn Products: Fuel, Paint, Fertilisers, Insecticides, Fungicides	\$9,259.58
	Mowers maintenance & repairs	\$3,044.10
	Year Total	\$19,334.69
2022 - 23	Green keeping Services, labour costs	\$14,341.25
	Lawn Products: Fuel, Paint, Fertilisers, Insecticides, Fungicides	\$9,961.54
	Mowers maintenance & repairs: rest paid following year	\$1,757.73
	Year Total	\$26,060.52
2023 - 24	Green keeping Services, labour costs	\$16,815.00
	Turf Contracting: Coring, under sowing & seed costs (Autumn 2023)	\$3,961.75
	Lawn Products: Spray & Irrigation Equipment, Fuel, Paint, Fertilisers, Insecticides, Fungicides	\$18,066.40
	Mowers maintenance & repairs: includes part of previous year	\$7,333.24
	Year Total	\$46,176.39
2024 – 25 Costs to date are in line with Budget to end April 2025	Green keeping Services, labour costs @ 500hrs/yr	\$22,250.00
	Other Contractors May 2024 & April 2025 Autumn Turf renovations: Vertidrainage, coring, under sowing, incl. Seed following summer weather damage, due to reduced irrigation	\$11,000.00
	Lawn Products: Spray & Irrigation Equipment, Fuel, Paint, Fertilisers, Insecticides, Fungicides	\$15,000.00
	Mowers maintenance & repairs	\$3,500.00
	Year Total	\$51,750.00
	Lawn maintenance Grand total for past five years	\$157,593.60
	Pavilion Repairs & Maintenance – over the last 5 years averages to just over \$700/year	\$3,500
	A full paint job using volunteer labour was done 2019	\$500
	Replace rotten weatherboards & replace rotten wooden windows with aluminium joinery	\$27,000
	Repaint Pavilion by volunteers	\$500
	(In the not too distant future) Replace existing roof & guttering	\$12,000
	Building maintenance Grand total for past five years	\$43,500
	Total cost to Te Aroha Croquet Club for past 5 years	\$201,093.60

In short, this issue is not about ownership, as it is reasonably certain that Council is the owner, but it is about the 1981 Memorandum of Lease and the issue of who is responsible for the upkeep of the Pavilion in particular. Clause 6 of the Memorandum specifically and clearly excludes “depreciation from fair wear and tear or other natural causes....,” irrespective of Clause 3 and its reference to a new Pavilion and is the crux of this report.

The whole debate seems to revolve around Clause 6 and an earlier interpretation around the word “excepting” which has continued through the intervening years.

The issue is also about fairness and reasonableness for both parties as we are in a symbiotic relationship with Council, in that both parties are mutually dependent on each other to survive and is clearly highlighted in the following excerpt, taken from “**excerpts from the Te Aroha History on the MPDC website**” (Refer Figure 2).

It is, however, critical for both the Council and its Lessees, that Council respects all individual Domain Lessees equally, while recognising that some of them require longer term certainty to survive and, to achieve this, Council must also have a long term Domain Strategy and, more importantly, the strength to adhere to it. Anything less will result in the Domain being a “**forgotten gem**” not a “**sleeping giant**”

Figure 2: Excerpt from the Te Aroha History on the MPDC website elaborated on page 4 of this document

The Croquet Club is the only sporting club which remains to this day, since officially 1919, leasing and maintaining now 5 lawns in front of the Cadman Building. Using the lawns at least 3 days per week and all year round thanks to the superb drainage work done by Army Engineers & Soldiers who returned from WW1. Like yesteryear – Visitors are welcome to play “Golf Croquet” casually. This resilient sport has also changed to keep up with the times.

*Despite these developments the Domain has still not recaptured the level of activity and significance it held during its heyday as a Spa. It is regarded as a “**forgotten gem**” or as a “**sleeping giant**”.*

Both Council and the Club have to plan for possible future risks and, in terms of long term fairness and reasonableness, the Croquet Club would have been significantly impacted by a number of the developments that have been previously proposed for the Domain, one being in 2004, with the proposed vehicle entrance on Whitaker Street and roadway lining up with the front entrance to the Cadman Bathhouse, plus parking, which would have resulted in the Club losing three of its greens.

Unfortunately this occurred again in 2019 following the Provincial Growth Fund \$900k spend-up on consultation. The 'experts' made a plan to reduce our courts to 4 smaller ones by ripping up the existing path and positioning one in line with the steps from the Museum - right through our existing Lawns, as well as planting leafy trees around us too. This is despite our club's presence, input and suggestions to 'fix things that we already have and make better' plans. Their plan was to "ensure better use of the space".

The surviving greens may not have been sufficient to retain the viability of the Club to continue, thus resulting in the handing over of an almost completely rebuilt Capital asset, at little or no cost to Council, based on Council's current interpretation of the Memorandum of Lease 1981 and a desire for short term leases of 5 years.

Given Council's propensity for constantly coming up with new concepts for the Domain and not following through with them, it is very difficult for Domain users, especially Croquet, to plan for the future and, for the sake of fairness and reasonableness, the only course of action for Council is to confirm ownership of the building, in line with normal practice, but also in our interpretation of the Memorandum of Lease 1981 (refer comments on the section “**Comments on above memorandum criteria**” page 7, with particular attention to our Report clauses a., b., c. d & e.

If this course of action is acceptable to Council, the Te Aroha Croquet Club would then continue to keep the Pavilion in a safe, clean and tidy manner, as well as maintaining the croquet lawns at the current high standards appropriate for its use. The Memorandum would also need to be amended to provide clear and unequivocal rules/criteria for all signatories.

It must be stressed that we are not lawyers and we have not sought legal advice, because of the potentially large costs for both parties, but have attempted to put forward a case for Council to consider that it is in all parties' interest that Council's ownership of the Croquet Pavilion is clearly and publicly identified and responsible for capital works on the Pavilion'.

The potential outcome of this discussion however, if the Club's interpretation of clause 6, irrespective of clause 3, is correct, is that the Club has been paying considerable sums of money for something that has not been their legal responsibility, and Council could conceivably be eligible for compensation for said considerable sums of money.

This is not, however, the Club's intention because, as we see it, the local community has simply paid for it in a form of circular economy and we would like to move on, but to ensure that the issue of ownership is clarified from now on. We have our member's interest to look after, as well as the community at large.

The outcome of these discussions will, almost certainly and understandably, have a strong influence on both prospective and current membership of the Club and is one of the primary reasons for urgent clarification.

2 Brief history of Te Aroha Domain:

Excerpt from the Te Aroha History on the MPDC website



Croquet on the Lawn.

A game of croquet takes place in front of the recently-completed Cadman Bathhouse.

*In 1953 the Department of Tourist and Health Resorts offered the Domain to the Te Aroha Borough Council as a gift together with a subsidy for a period of years, but the offer was declined. The decline in use of the Domain facilities provided opportunity for new functions to operate. The skating rink was built over the old asphalt tennis court in 1956. The Museum took over the Cadman Bath House after the Bowling Club occupied it. The gardener's cottage, now a cafe, was then used by the Department of Conservation (DOC) as their office and Information Centre. However, the Croquet Club continued in popularity with the arrival of **their own Club House** in 1950 which is still home to the Te Aroha Croquet Club today.*

In recent years, however, there has been a quiet renaissance - tourism in Te Aroha has been increasing significantly. The Mokena Pools (now Te Aroha Mineral Spas) were opened in 1980 providing modern spa pools using the thermal soda water. The Wyborn Pools (now Te Aroha Leisure Pools) were opened in April 1999, providing a new outdoor swimming and soaking pool, and in July 1997 the historic No.2 Bath House was restored as a heritage bathing pool. The No.7 Bath House has also been refurbished. Development of mountain bike tracks behind the Domain added new activities and visitors to the Domain. The Domain House was operated as a restaurant over recent years, although it struggled and eventually closed for a number of years.

The Croquet Club is the only sporting club which remains to this day, since officially 1919, leasing and maintaining now 5 lawns in front of the Cadman Building. Using the lawns at least 3 days per week and all year round thanks to the superb drainage work done by Army Engineers & Soldiers who returned from WW1. Like yesteryear – Visitors are welcome to play "Golf Croquet" casually. This resilient sport has also changed to keep up with the times.

*Despite these developments the Domain has still not recaptured the level of activity and significance it held during its heyday as a Spa. It is regarded as a **"forgotten gem"** or as a **"sleeping giant"**.*

3 Current situation of the Croquet Pavilion

The current situation is that, in terms of the Croquet Pavilion, the Te Aroha Croquet Club, in Council's opinion, is the owner of the Pavilion and thus, fully responsible for all maintenance of the building, both internal and external.

The Club is of the opinion that this is not the case, as control of the Domain was handed over to a joint Piako County Council/Te Aroha Borough Council administration body in 1978, along with a \$100,000 payment for improvements, and subsequently to the Matamata-Piako District Council in the 1986 Local Authority Amalgamations and, if it was privately owned by the Club, it is reasonable to assume that it would have been clearly identified in a schedule at the time administrative control of the Domain was handed over and, if there was no specific mention of the Croquet Pavilion, it would then also be safe to assume that the ownership status was the same as all the other Domain buildings.

Reference to building maintenance was also included in the **Te Aroha Domain Management Plan Draft August 1993** (Refer **Appendix G**) and outlined in **Figure 3** below which tends to support the concept of Council ownership of the Pavilion.

Figure 3: Excerpt from the Te Aroha Domain Management Plan Draft August 1993 (Appendix G)

The Task Force report recommended the Council raise a loan of \$250,000 over a 20 year period in order to upgrade and restore the buildings. The annual \$25,000 building maintenance budget was to be used to repay this loan. This needs to be assessed by Council in terms of work that is required as a priority and the effect this may have on the building maintenance over the 20 year loan period.

The yellow highlighted words "their own Club House" (Refer to **Section 2 page 4 "excerpts from the Te Aroha History on the MPDC website"**), doesn't necessarily mean actual ownership, but could also, and more likely, mean that it was dedicated to the Club for their sole use, but still owned by the Department of Tourist and Health Resorts.

The funding required to meet the current maintenance requirements has been extremely difficult for the Club to raise and, if this current situation is to continue unchanged, will be well beyond our ability to raise, as well as to retain sufficient financial reserves to meet future unexpected requirements (Refer **Section 5 page 9 Te Aroha Croquet Club's Income & Expenditure to date**)

We don't expect to have it all for nothing, but firmly believe that the works that we have already funded, plus the ongoing high level of maintenance on the croquet grounds to a level appropriate for both local use and to encourage interest from other parts of the country, which is already occurring, should be taken into consideration for a solution to this vexing problem that has been going on for well over 12 years.

The following information is taken from the minutes of Club meetings dating back to 17 October 1949 prior to the opening of the new Pavilion and provides information that unfortunately, in isolation, tends to both support and oppose our rationale.

- I. An Extraordinary General Meeting on 23 June 1950 was held to discuss the furnishings of the new building.
- II. At a following meeting, held on 20 September 1950 they were informed, probably by the Department of Tourist and Health Resorts, that the Club was totally responsible for the interior of the new building, including the cupboards under the bench, materials and labour to be paid by the Club.
- III. In 1953, a meeting was held to undertake works on the building, of which the Club would pay half of the 126 Pounds.
- IV. In 1978, the Domain was handed over to the Te Aroha Borough Council and administered by a Joint Committee (Te Aroha Borough Council and Piako County Council) The Club was asked to submit its current position, the amount of money spent on the Pavilion and the amount that the Club would be

prepared to pay for rent. After discussion, it was agreed to pay \$50 per annum for the use of lawn and buildings.

- V. At a special Meeting on 15 May 1979 with the Joint Council Domain Committee, the chairperson stated that \$650 was going to be spent on the pavilion and then it would be the responsibility of the Club. The chairperson was informed that the roof was leaking and that the floor needed repairs.
- VI. A letter, dated 12 June 1979, was received from Te Aroha Borough Council about a license to occupy and a copy to be signed of an agreement to occupy for a period of 5 years. It is assumed that this was not followed up on, as the Memorandum was signed in 1981 and suggests that there may have been some confusion over agreements at that time.
- VII. At the 1980 Club AGM, the members were informed that the Council had allocated \$500 for the upgrading of the pavilion and an assurance from Council that the building would be brought up to standard before a lease was signed.
- VIII. In 1981 a new agreement "Memorandum of Lease" (refer **Appendix A**) was drawn up and agreed upon by both the Te Aroha Borough Council and the Club for a total period of 30 years comprised of six individual five year periods.

Excerpts from the Memorandum of Lease 1981 (Appendix A)

WHEREAS THE TE AROHA BOROUGH COUNCIL (hereinafter referred to as "the lessor") has been appointed to control and manage **ALL THAT** piece of **Crown land** as more particularly described in the schedule hereto (hereinafter "referred to as "the **said land**") which **said land** is part of the Te Aroha Domain **AND WHEREAS THE LESSOR** acting under the powers conferred by Section 54 (1) (c) of the Reserves Act 1977 has agreed to grant a lease of the **said land** **NOW THEREFORE** in pursuance of the said agreement and in consideration of the rent hereby reserved and of the covenants, conditions and agreements on the Part of the lessee herein expressed and implied **THE LESSOR DOETH HEREBY DEMISE AND LEASE** to the **TE AROHA CROQUET CLUB (INCORPORATED)** a society duly incorporated under the Incorporated Societies Act 1908 and having its registered office at Te Aroha (hereinafter with its successors in title and permitted assigns referred to as "the Lessee") for the purpose of providing **croquet greens** **ALL the said land** **TO HOLD** the same for a term of thirty (30) years from and inclusive of the first day of April 1981 **YIELDING** and paying therefore to the Council or other authority for the time being have charge of the Te Aroha Domain for the first five years of the said term an annual rent of one hundred and fifty dollars (\$150) payable half yearly in advance on the first days of April and October in each year during the said period of five years and for the next five successive periods of five years of the said term an annual rent in respect of each of those Periods shall be determined as provided in Clause 21 herein.

AND SUBJECT TO THE FOLLOWING COVENANTS CONDITIONS AND RESTRICTIONS

1 **THE** Lessee will duly and punctually pay the sum hereby reserved by way of rent at the times and in the manner aforesaid free of deductions and will bear outgoings whatsoever that now are or hereafter may be assessed or imposed upon the **said land** or any part or parts thereof arising out of the Lessee's use of the **said land** under these presents.

2 **THE** Lessee will not assign, transfer, mortgage, sublet or otherwise part with possession of the **said land** or any part thereof or its estate or interest therein without the previous consent in writing of the Lessor.

3 **THE** Lessee shall have the right to erect a building for use as a croquet club pavilion and other buildings ancillary to the game of croquet on the **said land** **PROVIDED HOWEVER** that prior to commencement of construction of such buildings plans and specifications thereof shall be first submitted to and approved by the Lessor **AND FURTHER** that prior to commencement of construction of any alterations or additions to the **said buildings** plans and specifications thereof shall first be submitted to and approved by the Lessor.

4 THE Lessee will at all times during the term hereof comply with the provisions of all acts bylaws and regulations and the lawful requisitions of any proper authority having power in that regard with respect to its use of the **said land** and will save and keep harmless and indemnified. the Lessor against all costs claims damages expenses actions and proceedings for or on account thereof and will not do or suffer to be done anything in or about the **said land** which shall be or may become a nuisance or annoyance to either the Lessor, or the owners or occupiers of land in the vicinity of the **said land**.

5 THE Lessee will use the croquet club pavilion (as provided in Clause 3) as its headquarters and for no other purposes and will not allow the same to be used as living accommodation and will not assign, sublet, mortgage, charge or otherwise part with possession thereof without the prior consent in writing of the Lessor.

6 THE Lessee will repair and maintain at all times during the said term and keep all buildings, structures, drains and fences now erected or during the continuance of the said term to be erected or made upon or around the **said land** in good substantial repair and will to the satisfaction of the Lessor keep such buildings well and efficiently painted, cleansed and maintained **excepting depreciation from fair wear and tear or other natural causes and damage by fire, storm, earthquake, tempest, flood or inevitable accident** and so yield and deliver up the same to the Lessor at the expiration or other sooner determination of the said term.

7 THE Lessee will insure and during the said term keep insured in the name of the Lessor in an insurance office acceptable to the Lessor **all buildings now or at any time erected upon the said land during the said term** against loss or damage by fire, to the full insurable value thereof and will keep in force every policy of insurance so taken out and every renewal or extension thereof and in the event of loss or damage by fire will subject to the rights of any mortgagee apply all insurance monies received Pursuant to any such policy in and towards the repair reinstatement or rebuilding of any buildings damaged or destroyed.

4 Comments on memorandum:

Of some relevance to this particular situation, is that traditional leases have generally been that the lessor is responsible for external and/or capital works, while the lessee is responsible for maintaining the interior in a reasonable condition. Also, we do not have any information on other Council leases, but assume that they are of a similar nature,

We also believe that there are some very confusing elements of the “Agreement” between Council and the Club and these are outlined below.

- a. It is of significant interest that both the Memorandum preamble and the majority of the Clauses relate solely to **croquet greens** (referred to 2 times) and **lands** (referred to 46 times), while Pavilion is referred to only 2 times, in Clauses 3 & 6, both related to erecting a new Pavilion.

There have been references to the ‘**Memorandum of Lease**’ being a standard proforma document for other leases and having a standard clause for the possible requirement of new buildings, thus being the reason for incorporating a new Pavilion in this particular lease agreement and a realistic answer to Clause b, c & d below.

- b. **The highlighted excerpts above are confusing the issue of buildings, particularly Clause 3 which states that they can build a croquet pavilion** when there is one already there and owned by Council, as it was part of the Domain handover by the Government. **It is further confused by Clause 5 relating to use of Pavilion being directly linked to Clause 3 which explicitly applies to a new building, not the existing Pavilion.** There appears to be no reference to the original pavilion anywhere in the Memorandum.

- c. It would then be reasonable to assume that Clause 5, by inference, should naturally flow on to Clauses 6 & 7 which relate to repairs & Maintenance and insurance respectively and should therefore relate to Clause 3 as well, although it is interesting, in Clause 7, to note that the insurance was for Fire only.
- d. The only references in the memorandum that could be regarded as relating to the maintenance of existing buildings is the following *"THE Lessee will repair and maintain at all times during the said term and keep all buildings, structures, drains and fences now erected or during the continuance of the said term to be erected or made upon or around the said land"* highlighted in Clauses 6 & 7, although it is worded slightly differently, but with the same meaning.
- e. Confusion is further created by Clause 6, with the words *"excepting depreciation from fair wear and tear*" as our interpretation of this is that capital works, normally being regarded as a result of fair wear and tear, structural inadequacy, etc., are not the responsibility of the Club and, thus irrespective of Clause 3, would equally apply for the existing Croquet Pavilion.

Excepting	apart from, excluding, except for, with exception of, not including
Accepting	Agree to, understand, acknowledge, recognise, allow

- f. At a Club meeting on 12 Jan 1982, the subject of insurance was raised and agreed that the Sum Assured was inadequate and should be increased and it appears that Council currently meets those costs (refer **Appendix F**), which also applies to traditional agreements, as well as our understanding of Clause 6, in that it relates to Clause 3. At a Special Meeting on 15 May 1979, the Chairperson of the Joint Council Te Aroha Domain Committee stated that the building is insured through the Council.

Unfortunately, however, it would also be fair to say that there are also numerous conflicting statements as to whether the Club should pay for the building insurance or not.

Public Liability insurance, as outlined in Clause 4, is a Club responsibility as it is to protect Council.

- g. In 1991, a Domain Building Inspection was carried out and a report provided outlining the works required for the respective buildings. *The Club received a letter, dated 7 June 1991, from Council suggesting that it may be an advantage for Council to be wholly responsible for maintenance.*
- h. The issue of responsibility for the pavilion was again raised in 2013 and an email, dated 24 September 2013 was received from Council reiterating that the building maintenance was the Club's responsibility (refer **Appendix B**).
- i. A letter, dated 9 July 2018, was received from the Matamata-Piako District Council, offering the Club a further 5 year lease in the Domain (refer Appendix C).
- j. An acceptance letter, dated 25 July 2018, was sent by the Club to Council (refer Appendix D).
- k. A letter, dated 23 February 2022, was sent by the Club to Council with a formal request that Council take ownership of the TACC club house Building (the Pavilion) (refer Appendix E).
- l. The letter was acknowledged by the Council CEO stating that it was a matter that Council would need to consider, and they would require a formal assessment of building condition and other matters, which may take some time.

5 Te Aroha Croquet Club's financial contributions to date:

TABLE 2: Te Aroha Croquet Club's Income & Expenditure to date:

TE AROHA CROQUET CLUB INCOME		
YEAR	Item	Income
2020 - 21	Subscriptions	\$4,314.00
	Tournaments	\$3,640.00
	Lawn Fees	\$996.30
	Transfer from investment a/c	\$2,000.00
	Miscellaneous	\$9,883.34
	Grants	\$14,459.68
	Coaching Fees	\$140.00
	Year Total	\$35,433.32
2021 - 22	Subscriptions	\$3,793.00
	Tournaments	\$2,600.00
	Lawn Fees	\$954.40
	Transfer from investment a/c	\$0.00
	Miscellaneous	\$4,994.27
	Grants	\$44,569.75
	Coaching Fees	\$0.00
Year Total	\$56,911.42	
2022 - 23	Subscriptions	\$3,966.00
	Tournaments	\$3,370.00
	Lawn Fees	\$806.30
	Transfer from investment a/c	\$11,133.62
	Miscellaneous	\$7,123.73
	Grants	\$35,035.00
	Coaching Fees	\$0.00
	Year Total	\$61,434.65

TE AROHA CROQUET CLUB EXPENDITURE		
YEAR	Item	Expenditure
2020 - 21	Club Affiliation Fees	\$1,369.00
	Tournament Expenses	\$1,917.97
	Insurance	\$827.78
	MPDC Lawn Rental	\$255.60
	R & M Clubrooms	\$1,102.60
	Lawn Expenses	\$10,400.31
	Mower Expenses	\$3,872.17
	Miscellaneous	\$2,222.58
	Equipment, Plant & Mallet purchases	\$1,898.15
	Transfer to Invest/Mower a/cs	\$4,000.00
	Year Total	\$27,866.16
	2021 - 22	Club Affiliation Fees
Tournament Expenses		\$1,200.00
Insurance		\$856.52
MPDC Lawn Rental		\$255.60
R & M Clubrooms		\$0.00
Lawn Expenses		\$16,290.59
Mower Expenses		\$3,044.10
Miscellaneous		\$1,719.51
Equipment Plant & Mallet purchases		\$36,593.91
Transfer to Invest/Mower a/cs		\$0.00
Year Total	\$61,235.23	
2022 - 23	Club Affiliation Fees	\$1,393.00
	Tournament Expenses	\$1,842.04
	Insurance	\$1,159.56
	MPDC Lawn Rental	\$255.60
	R & M Clubrooms	\$503.79
	Greenkeeping Services	\$14,341.25
	Lawn Expenses	\$9,961.54
	Mower Expenses	\$1,757.73
	Miscellaneous	\$2,161.54
	Equipment Plant & Mallet purchases	\$4,183.07
	Transfer to Invest/Mower a/cs	\$22,125.00
Year Total	\$59,684.12	

TABLE 2 continued: Te Aroha Croquet Club's Income & Expenditure to date:

TE AROHA CROQUET CLUB INCOME		
YEAR	Item	Income
2023 - 24	Subscriptions	\$3,760.00
	Tournaments	\$5,360.00
	Lawn Fees	\$1,228.00
	Transfer from investment a/c	\$0.00
	Miscellaneous	\$10,968.38
	Grants	\$39,575.50
	Coaching Fees	\$0.00
	Year Total	\$60,891.88
Budget 2024 - 25	Subscriptions	\$4,500.00
	Tournaments	\$3,370.00
	Lawn Fees	\$800.00
	Transfer from investment a/c	\$0.00
	Miscellaneous	\$5,433.70
	Grants	\$40,000.00
	Coaching Fees	\$0.00
	Year Total	\$54,103.70

TE AROHA CROQUET CLUB EXPENDITURE		
YEAR	Item	Expenditure
2023 - 24	Club Affiliation Fees	\$1,438.00
	Tournament Expenses	\$2,837.50
	Insurance	\$1,164.26
	MPDC Lawn Rental	\$255.60
	R & M Clubrooms	\$1,194.75
	Greenkeeping Services	\$16,815.00
	Lawn Expenses	\$22,028.15
	Mower Expenses	\$7,333.24
	Miscellaneous	\$4,205.22
	Equipment Plant & Mallet purchases	\$6,306.64
	Transfer to Invest/Mower a/cs	\$0.00
	Year Total	\$63,578.36
YEAR	Item	Budget
Budget 2024 - 25	Storage Greens shed/rent	\$500.00
	Club Affiliation Fees	\$1,500.00
	Tournament Expenses	\$2,500.00
	Insurance	\$1,250.00
	MPDC Lawn Rental	\$255.60
	R & M Clubrooms	\$1,000.00
	Greenkeeping Services	\$20,250.00
	Lawn Expenses	\$20,000.00
	Mower Expenses	\$5,000.00
	Miscellaneous	\$2,200.00
	Equipment Plant & Mallet purchases	\$1,000.00
	Transfer to Invest/Mower a/cs	\$0.00
Year Total	\$55,455.60	

TABLE 3 Simplified Overview Financial and Labour input from Te Aroha Croquet Club re maintenance of Domain Croquet greens

YEAR	Item	Costs Paid	Volunteer hours - minimum
2020 - 21	Lawn Products: Fuel, Paint, Fertilisers, Insecticides, Fungicides	\$10,400.00	800
	Mowers maintenance & repairs	\$3,872.00	
	Year Total	\$14,272.00	
2021 -22	Turf Contracting: Coring, under sowing & seed costs (Spring & Autumn)	\$7,031.01	
	Lawn Products: Fuel, Paint, Fertilisers, Insecticides, Fungicides	\$9,259.58	800
	Mowers maintenance & repairs	\$3,044.10	
	Year Total	\$19,334.69	
2022 - 23	Green keeping Services, labour costs	\$14,341.25	400
	Lawn Products: Fuel, Paint, Fertilisers, Insecticides, Fungicides	\$9,961.54	
	Mowers maintenance & repairs: rest paid following year	\$1,757.73	
	Year Total	\$26,060.52	
2023 - 24	Green keeping Services, labour costs	\$16,815.00	350
	Turf Contracting: Coring, under sowing & seed costs (Autumn 2023)	\$3,961.75	
	Lawn Products: Spray & Irrigation Equipment, Fuel, Paint, Fertilisers, Insecticides, Fungicides	\$18,066.40	
	Mowers maintenance & repairs: includes part of previous year	\$7,333.24	
	Year Total	\$46,176.39	
2024 – 25 Costs to date are in line with Budget to end April 2025	Green keeping Services, labour costs @ 500hrs/yr	\$22,250.00	300
	Other Contractors May 2024 & April 2025 Autumn Turf renovations: Vertidrainning, coring, under sowing, incl. Seed following summer weather damage, due to reduced irrigation	\$11,000.00	
	Lawn Products: Spray & Irrigation Equipment, Fuel, Paint, Fertilisers, Insecticides, Fungicides	\$15,000.00	
	Mowers maintenance & repairs	\$3,500.00	
	Year Total	\$51,750.00	
Grand total for past five years		\$157,593.60	2,650
Clubhouse Repairs & Maintenance – over the last 5 years averages to just over \$700/year. A full paint job was done 2019		NOTES:	Volunteer hours dropped since paying a Green keeper for Services

NOTES: **Mower Maintenance & Repairs:** This covers the Annual Service of the engines of the Verticutter and the Mower. The Annual Grind of the Mower Knives is a specialist job and the 3 mower heads are sent to the North Shore to be done. This grind alone is currently around \$1,800pa. There have been 3 instances where stones, which have been thrown onto the lawn, have caused serious damage to mower heads. Once again they have to be sent to Auckland.

Green keeping Services: This involves mowing and spraying of the lawns throughout the year. Spraying of fungicides is on a 21-day cycle and spraying of fertilizers is on a 28-day cycle. Mowing can vary from a 4 to 10-day cycle

6 Explanation of Te Aroha Croquet Club's High Expenditure:

It is important to note that the success, or otherwise, of the Te Aroha Croquet Club is totally reliant on the condition of the croquet green and it is a very specialised operation, requiring specific skills and equipment, the verticutter¹ being a significant investment, which is why the approximate operational costs, shown in **TABLE 3**, are extremely high. It is also the primary reason that the Club cannot afford to carry out total maintenance on the Pavilion (Refer **TABLE 2**).

These high ground maintenance costs could easily be reduced considerably by lowering the level of maintenance' to simply mowing with a conventional mower but, while you could still play croquet, you will not be able to attract serious players, either locally or from other clubs (Refer **Photos 1 & 2**).

The green conditions are what attracts people to the domain and it is very interesting to note that the game of croquet has been a significant component of the Domain's activities since the 1885 and is now the only surviving external sport still going strong in the Domain since that time, a rare and real test of time and ongoing interest.

Bowls was the only other activity that survived until relatively recently, with the town now being unable to sustain two separate clubs and, it is worth noting that both of these activities require a similar high level of treatment of their respective greens.

There were grass tennis courts on the front fields until the 1960/70's and, more recent activities, such as 'Pétanque' and 'Pickleball' have been emerging activities within the Domain, but with little certainty that they will last very long.

PHOTO 1: Compare specially maintained lush growth on left with normally maintained lawn on the right



PHOTO 2: Note some of our members & specialised turf mowing equipment which are now each worth over \$120,000 to replace - hence the 'specialist care' that they need from highly trained technicians & specific equipment.

¹ *Also called a vertislicer or a vertical lawn mower, a verticutter is a specialized piece of lawn equipment similar to a push or ride-on mower; however, it has vertical blades instead.*

These vertical blades remove thatch by cutting into it, breaking it up, and bringing it above ground, where you can gather it up and dispose of it.

Unlike other dethatching tools, vertical mowers are less destructive to healthy grass as they are more precise.



Photo 3: Montage showing the complexity of the Mower Heads & the reasons for their high maintenance costs



Photo 4: Volunteer adjusting the irrigation on the greens on the morning of 27 March 2025
Note the hoses in the foreground



To date, since October last year when we started (manually) irrigating the lawns as needed, Club volunteers have carried out a minimum of 301 hours work on this task alone. Each irrigation day is limited to hours between dawn (so they can see) and when the sun comes onto the lawns. This week this is 7am to 10am max.

Our club can now only use one hydrant (located at the extreme North West corner of the lawns) as the 2nd hydrant, previously located near the Club house, was unfortunately removed by the contractor that renewed the irrigation system for the council gardens.

The loss of this hydrant (even after informing the contractor that it was used for irrigation of the greens) has resulted in the spending of over \$1000 for additional hoses, necessary to reach the farthest hydrant. This was club funded as it was an urgent requirement and the expense was definitely not foreseen.

It is of interest to note that the other three Croquet Club's in this District have automatic systems so that they can program irrigation for night time.

7 Current Building Maintenance

Major works have just been carried out on the Pavilion, involving 4 sets of windows rotten across the base of the frames, sills and lintels (**refer photo montage below**). The original wooden windows have been replaced, at a cost of about \$27,000, with aluminium windows, which will significantly reduce future maintenance costs. A number of rotten weatherboards have also been replaced at the same time and it is intended to paint the whole building as soon as possible, while the weather is suitable for painting.

Photo 5: Montage showing the various major works on the Pavilion that have just been completed.



In terms of works outstanding, the pavilion floor becomes damp and swells during and after heavy rain.

It is possible that building's foundation may be either rotting or sinking and would require major works, probably from inside, involving the uplifting of all the flooring, as it impossible to get under the building.

It is, however, more likely that the swelling and dampness may be the result of a collapsed/blocked stormwater pipe (Refer **Photo 6**) underneath the Pavilion. If the stormwater pipe is the problem, it will be a significant cost to Council, as it is a part of the Domain's permanent infrastructure.

While the pipe can easily and cheaply be rerouted around the pavilion, the existing pipe has to be plugged over its entire length under the Pavilion to prevent further damage and, as the flooring, joists and foundations will almost certainly have been affected, will have to be opened up from inside the Pavilion to determine the extent of the potential damage.

The costs of the damage inspection are likely to be expensive, but possible replacement of piles, joists and flooring will be very expensive and dependent on the type of existing flooring and the material to replace it with.

The Club is, at the moment, extremely concerned as to who is going to pay for it, and is another reason for clarifying the intent of the Memorandum is an absolute priority. It is unfair to have this hanging over the Club and must impact on existing and potential members.

Photo 6: Montage showing the sump and stormwater pipe that may be broken



Council was notified of the problem on 5 November 2024 via Antenno, and again on 30 January 2025 (refer **Appendix I**) CRM receipt, but no action by Council has been taken to date.

Similarly, a number of the main lights in the Domain have not been working for some time and have been reported to Council and no action taken.

Another outstanding work is the current roof, constructed of old short run corrugated iron, is in need of, as an absolute minimum, refastening and all, under the current Council's interpretation of the Memorandum, all to be paid for by the Club.





The only other outstanding issue, that we are aware of, is the access to the rear door which is somewhat dangerous as the bank has slipped away, taking the concrete path with it. Some form of small retaining wall is required before the footpath can be reconstructed and the installation of some form of hand rail would be required to prevent people falling down onto the footpath.

This is a serious Health & Safety issue, especially as it is one of the two required exits from the building and, being outside the building, can reasonably be certain that this would be a Council responsibility.

Photo 7: Montage showing the area around the rear access to the Pavilion, the damaged footpath and steep slope.



8 The Te Aroha Croquet Club:

The Club has a membership of 30 people and attracted 9 new members last year and a perfect example of member involvement and participation is illustrated by the extremely rare, especially in recent years, an excellent response when calling for volunteers, an absolute necessity for small clubs to survive in the modern environment.

Over the last year, Club members that are playing at competition level has increased from 2 to 10 and are regularly winning tournaments

Child members are free and parents often become members.

Te Aroha Croquet Club ~On the Domain

About us

Open all year offering the fun sport of Golf Croquet for anyone (10 years and over) on the historic Te Aroha Domain.

Te Aroha Croquet Club welcomes visitors and prospective members with all the equipment provided and lessons. In the first game, learn enough about the game and skills needed to enjoy yourself.

Most inclusive sport around where young people can play competitively alongside grandparents in a truly challenging and strategic game. Great for all the family - or just for yourself.

Lots of extra benefits in becoming a member. Just \$192 per year for a full adult subscription - no extra daily costs.

The club currently is comprised of members who play just to enjoy the social atmosphere of the sport and also those who like the challenge of tournament play. Age range of members 13 years to 94. The sky is the limit.

If you can walk - you can play!

Our programme

Golf Croquet - Learn to play while having lots of fun

If you want to learn to play just for fun or you want to be a World Champion, our club can get you well along the way.

Our Croquet NZ qualified coaches are themselves Premier players and have enjoyed years of successful tournament play. Easygoing and friendly, they ensure your lessons are designed to suit you and your needs.

What you need to know

Phone/text ahead to make a reservation & get more info 0210710503

What to wear:

Sensible sport shoes are required with a flattish sole - this protects the fine turf playing surface from damage.

Pants/trousers are the most appropriate lower clothing. Skirts don't really work these days.

Sun hat



TE AROHA DOMAIN CROQUET PAVILION REPORT

FINAL

3 April 2025

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Te Aroha Croquet Times billboard located in the Domain



Item 7.3
Attachment B

9 Benefits to the Community:

For 140 years on the Te Aroha Domain - this year - we continue the Te Aroha tradition (started in 1885) to provide a fun 'Visitor Activity' for locals and visitors to Te Aroha. Heritage NZ has advised this is the only place in NZ that can boast this achievement on the same grounds for that length of time. We generally host about 1000 visitors per year that are not regular croquet players.

Our Club's initiative and program provide:

1. Free Golf Croquet lessons for ANY child over 10 years from our whole District. The club provides all equipment for the children and schools in the area. Lessons are held on the Domain and at any school in the district that wishes to be part of the program. For the past 4 years, 5 schools have participated, benefitting approximately 600 students per year, and this year the Te Aroha College want to be part of the program for the first time. Our club brings the rural and urban children together in November each year to compete in our District Schools Tournament. Our sport provides a special type of inclusivity where there is no discrimination.

We also loan equipment out to schools.

They are also involved in the Ngati Tumutumu School Holiday Programmes.

The Club has 2 Croquet NZ Qualified Coaches who are working with Te Aroha College in providing Golf Croquet training to College students for participation in the Secondary Schools Championships in Hawke's Bay this coming September.



2. We work with the Business Association and the Information Centre so that when events such as filming, weddings, church services, or events are held in the Domain or at the old Bowling Club Pavilion, where possible, we reorganise our schedule so that our activities - be it maintenance or play - does not interfere in an important occasion that is booked. Recently there was a funeral held in the Domain.

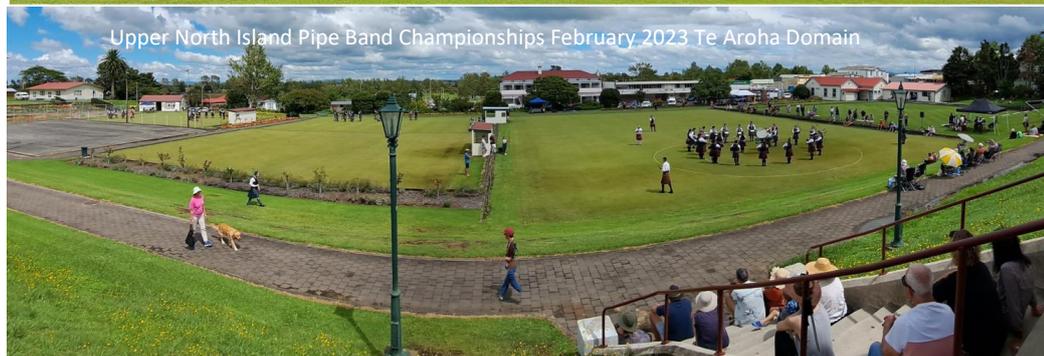
We have also, in conjunction with weddings in the Domain, opened up the croquet greens for guests to fill in the times when official wedding photos are being taken.

We facilitate and be part of Community Events/happenings on lawns and surrounding area, examples being Domain Day, Te Aroha Cruise In, Movie night, Pipe Band competitions, Movie & TV filming and Church/Choir events to name a few.

The beautifully kept lawns were also used during the filming of "The Gone" and "Country House Hunters" providing a stunning background and a great advertisement for Te Aroha.

On average we believe that we attract about 50 people per month from a wide range of locations and activities, corporate games, Auckland University students playing cricket, to name a few, as well as people just dropping in off the street, both local and visitors from out of town.

Examples of corporate groups that have utilised the croquet greens are Fonterra, Diprose Miller, Te Aroha 4 Square, , Rotary,, Morrinsville College staff, Auckland Health care staff, Te Aroha College staff, MPDC Facility Managers Staff, Futures Te Aroha, to name a few.



3. Allow games, such as cricket, on the croquet greens, subject to prior approval from the Club, and having the appropriate gear that does not damage the lawns. University students playing cricket are just one example of the many groups that use our (prickle free) fine turf lawns and the Club's shelters too for picnics/eating takeaways/sheltering from the weather.



APPENDICES

APPENDIX A

Te Aroha Borough Council Memorandum of Lease: 25 August 1981

MEMORANDUM OF LEASE

WHEREAS THE TE AROHA BOROUGH COUNCIL (hereinafter referred to as "the lessor") has been appointed to control and manage ALL THAT piece of Crown land as more particularly described in the schedule hereto (hereinafter referred to as "the said land") which said land is part of the Te Aroha Domain AND WHEREAS THE LESSOR acting under the powers conferred by Section 54 (1) (c) of the Reserves Act 1977 has agreed to grant a lease of the said land NOW THEREFORE in pursuance of the said agreement and in consideration of the rent hereby reserved and of the covenants, conditions and agreements on the part of the lessee herein expressed and implied THE LESSOR DOTH HEREBY DEMISE AND LEASE to the TE AROHA CROQUET CLUB (INCORPORATED) a society duly incorporated under the Incorporated Societies Act 1908 and having its registered office at Te Aroha (hereinafter with its successors in title and permitted assigns referred to as "the Lessee") for the purpose of providing croquet greens ALL the said land TO HOLD the same for a term of thirty (30) years from and inclusive of the first day of April 1981 YIELDING and paying therefore to the Council or other authority for the time being have charge of the Te Aroha Domain for the first five years of the said term an annual rent of one hundred and fifty dollars (\$150) payable half yearly in advance on the first days of April and October in each year during the said period of five years and for the next five successive periods of five years of the said term an annual rent in respect of each of those periods shall be determined as provided in Clause 21 herein.

AND SUBJECT TO THE FOLLOWING COVENANTS CONDITIONS AND RESTRICTIONS

1. THE Lessee will duly and punctually pay the sum hereby reserved by way of rent at the times and in the manner aforesaid free of deductions and will bear outgoings whatsoever that now are or hereafter may be assessed or imposed upon the said land or any part or parts thereof arising out of the Lessee's use of the said land under these presents.
2. THE Lessee will not assign, transfer, mortgage, sublet or otherwise part with possession of the said land or any part thereof or its estate or interest therein without the previous consent in writing of the Lessor.
3. THE Lessee shall have the right to erect a building for use as a croquet club pavilion and other buildings ancillary to the game of croquet on the said land PROVIDED HOWEVER that prior to commencement of construction of such buildings plans and specifications thereof shall be first submitted to and approved by the Lessor AND FURTHER that prior to commencement of construction of any alterations or additions to the said buildings plans and specifications thereof shall first be submitted to and approved by the Lessor.
4. THE Lessee will at all times during the term hereof comply with the provisions of all acts bylaws and regulations and the lawful requisitions of any proper authority having power in that regard with respect to its use of the said land and will save and keep harmless and indemnified the Lessor against all costs claims damages expenses actions and proceedings for or on account thereof and will not do or suffer to be done anything in or about the said land which shall be or may become a nuisance or annoyance to either the Lessor, or the owners or occupiers of land in the vicinity of the said land.
5. THE Lessee will use the croquet club pavilion (as provided in Clause 3) as its headquarters and for no other purposes and will not allow the same to be used as living accommodation and will not assign, sublet, mortgage, charge or otherwise part with possession thereof without the prior consent in writing of the Lessor.
6. THE Lessee will repair and maintain at all times during the said term and keep all buildings, structures, drains and fences now erected or during the

continuance of the said term to be erected or made upon or around the said land in good substantial repair and will to the satisfaction of the Lessor keep such buildings well and efficiently painted, cleansed and maintained excepting depreciation from fair wear and tear or other natural causes and damage by fire, storm, earthquake, tempest, flood or inevitable accident and so yield and deliver up the same to the Lessor at the expiration or other sooner determination of the said term.

7. THE Lessee will insure and during the said term keep insured in the name of the Lessor in an insurance office acceptable to the Lessor all buildings now or at any time erected upon the said land during the said term against loss or damage by fire, to the full insurable value thereof and will keep in force every policy of insurance so taken out and every renewal or extension thereof and in the event of loss or damage by fire will subject to the rights of any mortgagee apply all insurance monies received pursuant to any such policy in and towards the repair reinstatement or rebuilding of any buildings damaged or destroyed.
8. THE Lessor shall not be liable for any accidental loss or damage suffered by or caused to any personal property arising out of or by reason of the use of the said land by the Lessee or during the course of erection of any building on the said land by the Lessee and the Lessee shall indemnify and keep the Lessor from and against all actions claims suits and demands arising out of the use of the said land by the Lessee its members invitees servants and workmen as aforesaid.
9. THE Lessee will not erect or display or permit to be erected or displayed any hoardings or advertising matter of any description whatsoever on any part of the said land or any building erected thereon without the previous consent in writing of the Lessor.
10. THE Lessee will permit the Lessor and its agents at all reasonable times to enter upon the said land to view the state of repair thereof and to serve upon the Lessee notice in writing of any defect (but without prejudice to any of the Lessor's other rights contained herein) AND the Lessee will as soon as reasonably practicable after receipt of every such notice well and sufficiently make good such defect in accordance with the covenant in that behalf contained or implied herein AND in default of so doing will permit the Lessor to take such steps expend such monies and do all such other acts and things as the Lessor shall consider necessary to make good such defect and any monies expended by the Lessor in so doing together with interest thereon not exceeding Local Body borrowing rates per centum or per annum computed from the time or respective times of such monies being actually expended by the Lessor until actual payment thereof by the Lessee to the Lessor shall be payable on demand by the Lessee to the Lessor or may be recovered by distress in the same manner as if the same were arrears of rent reserved by these presents.
11. THE Lessee will at its own cost provide all necessary workmen and caretakers to maintain supervise and control the use of the said land and buildings erected thereon and throughout these presents the term 'caretaker' shall be deemed to mean and include any person for the time being appointed by the Lessee to supervise and control the use of the same by persons using the same.
12. THE Lessee may take such rules for the management control and use of the croquet greens and associated facilities for the conduct of persons using the same as may be proper and necessary PROVIDED THAT all rules so made shall be consistent with these presents and before coming into force be approved of in writing by the Lessor and if any dispute shall arise between the Lessee and the Lessor as to the propriety of any rule or rules such dispute shall be referred to the Lessor whose decision shall be final and binding on all parties PROVIDED FURTHER that such rules when approved shall be printed and posted upon some conspicuous place on the said land for the information and guidance of all persons using the same.

13. ANY person of good repute may join the Lessee upon paying the necessary fee and complying with the usual rules laid down by the Lessee.
14. NOT WITHSTANDING anything to the contrary provided by the rules of management in the case of any person applying for membership of the TE AROHA CROQUET CLUB INCORPORATED (hereinafter called "the Club") and such application being refused the Lessee shall if required by the Lessor so to do call a special general meeting of the members of the Club and the same being called a vote shall be taken among the members then present as to the election of such person as a member and if a majority of two-thirds of the voters shall be in favour of such person's admission then such person shall on payment of the prescribed entrance fee and a year's subscription thenceforward be entitled to all the privileges and subject to all the duties incidental to membership of the Club.
15. (a) Any person of good repute and conduct not being a member of the Club shall have the right to play croquet upon the greens at all times that the same are open for play save as excepted in Clause 16 hereof upon payment to the Club of a fee as may be prescribed by the Club provided that such fee shall first be approved in writing by the Lessor.
- (b) All such fees shall be retained by the Club.
16. THE Club shall have the exclusive use and possession of the said land on not more than forty (40) days in the year for the purpose of holding tournaments thereon but not on more than six (6) days consecutively.
17. IT shall be lawful for any person not being a member of the Club to enter and for any reasonable space of time to remain as a spectator upon the said land at all times when the croquet greens are open for play and no person so entering or remaining on the said land shall so long as he shall conduct and behave himself in an orderly and seemly manner and shall refrain from hindering or obstructing play upon the croquet greens be deemed to be a trespasser provided however that the authority herein contained shall not be deemed to authorise any person to enter or be within or upon other property belonging to or used by the Club without the previous consent of some member of the Committee of the Club.
18. THE caretaker may refuse to admit to the said land or may remove from the said land any person: -
- (a) Who is disorderly or a disreputable person.
 - (b) Who by reason of intoxication or other reasons, is not in a proper condition to use the facilities provided on the said land.
 - (c) Who is not properly and decently attired and clean in person.
 - (d) Who behaves in an indecent or disorderly manner or is offensive to any other person using the said land.
 - (e) Who acts contrary to any of the rules for the management, control and use of the said land and facilities erected thereon and any omission or failure to observe any such rule upon his or her attention being drawn to the same shall be deemed to be a reason for his or her expulsion.
 - (f) Who fails or refuses to comply with any lawful request of the caretaker given for the purpose of enforcing the rules or of preserving proper management and the comfort and con-

venience of the persons using the said land and facilities erected thereon.

19. THE Club will not without the prior consent of the Lessor cut down, remove or destroy any tree or shrub growing on the said land but may carry out any pruning reasonably required to maintain the said land AND FURTHER the Club may carry out landscaping on the said land as is consistent with the development of first class croquet greens.
20. THE Club will keep the said land free from all noxious weeds, rabbits and other pests.
21. THE annual rental hereby reserved may be reviewed by the Lessor for the second and each succeeding period of five (5) years of the term hereof not later than three (3) months prior to the end of the first five (5) years and each succeeding period of five (5) years PROVIDED THAT if any dispute shall arise between the Lessee and the Lessor as to the rent such dispute shall be referred to the Minister of Lands whose decision shall be final and binding on all parties.
22. THAT in the event of the Club ceasing to function for the purposes for which it was established for a period of twelve (12) months or more then the said land and all improvements thereon shall transfer to the Lessor and be held in trust by the Lessor for the Lessee or for such other occupier or user as may be approved by the Lessor.

AND IT IS HEREBY AGREED by and between the Lessor and the Lessee as follows: -

23. IF and whenever the rent hereby reserved shall be in arrears the same may be levied by distress.
24. THAT in cases of the rent hereby reserved or any part thereof being in arrears or unpaid for the space of thirty one (31) days after any of the days hereinbefore appointed for payment thereof whether the same shall have been legally demanded or not or if breach shall be made in the observance or performance of any of the covenants conditions or agreements on the part of the Lessee herein expressed or implied or if the Lessee shall at any time cease to be a voluntary organisation then and in any such cases it shall be lawful for the Lessor or his agent forthwith or at any time or times thereafter to re-enter and take possession of the said land and determine the estate and interest of the Lessee therein without discharging the Lessee from liability for rent due or accruing due or for any previous breach or covenant.
25. THE Lessee having faithfully observed and performed all the covenants conditions and agreements on the Lessee's part herein contained and implied up to the expiration of the said term and the Lessor being satisfied that there is sufficient need for the recreational facilities provided by the Lessee to continue then the Lessee shall have a right to a renewal of this lease for a further term of thirty (30) years on giving three (3) months prior notice in writing of such desire to the Lessor before expiration of the term hereby granted at a rent to be fixed by agreement or failing agreement to be decided by the Lessor PROVIDED HOWEVER that such renewed lease shall be subject to the same covenants and conditions as are herein contained (excepting this present right of renewal) and that the rental payable during the first period of five (5) years of such renewed term shall not in any case be less than the rental payable during the final five (5) years of the within written lease.
26. IF the Lessee fails within the time as aforesaid to give notice as to whether it desires a renewed lease or not the Lessee's right to a renewed lease shall cease on the expiry of the term aforesaid.

27. THE term of any such renewed lease shall run from the date of the expiration of the term hereby created and the rent as agreed or fixed shall accrue as from that date in lieu of rent reserved for a term hereby created notwithstanding the fact that the renewed lease may not be executed until after that date.
28. THAT on the expiration or sooner determination of this lease the Lessor shall not be called upon or be liable to pay any compensation for any improvements or buildings effected or erected by the Lessee on the said land PROVIDED THAT:-
- (a) When the lease has been terminated by surrender any incoming Lessee will be required to pay a fair value for the outgoing Lessee's improvements without any liability on the Lessor to obtain the maximum price for any such improvements and the same may be purchased by the incoming Lessee on deferred payments for payment to the Lessee.
 - (b) When the lease is terminated by default and the land is to be re-let for the same purposes provision may be made for the incoming Lessee to purchase the improvements at the best price the Lessor can obtain and if necessary the Lease may be re-offered until a Lessee is found to agree to pay the price stipulated by the Lessor for payment to the outgoing Lessee.
 - (c) If the Lessee is terminated by the lapse of time and the land is not to be leased again for the same purpose or the Lessor does not require the improvements then after all amounts outstanding have been paid the Lessee must remove the improvements.
 - (d) Any improvements destroyed by fire or otherwise damaged and depreciated and no longer required by the Lessee must be removed by the Lessee at its own expense.
 - (e) If on the expiration or sooner determination of these presents the Lessor does not require the improvements the Lessee may within such time as the Lessor shall determine remove all buildings and other moveable improvements effected or created by the Lessee PROVIDED HOWEVER where the whole or some of the improvements are of value to the Lessor then the Lessor may pay to the Lessee the value of such improvements as are determined by the Lessor.
29. THAT if at any time during the term of the within lease or any renewal thereof the Lessor is of the opinion that the said land is not being used or not sufficiently used for the purposes for which this lease is hereby granted then if after making such enquiries as he thinks fit and giving the Lessee an opportunity to explain the usage of the said land the Lessor may terminate the lease upon such terms as the Lessor may determine.

AND it is hereby declared and agreed that these presents are intended to take effect as a lease of a recreation reserve under Section 54 (1) (c) of the Reserves Act 1977 and of any enactments in amendment or substitution thereof and the provisions of the said Act applicable to such leases shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

IN WITNESS WHEREOF these presents have been executed this

25th day of August 19 81

Item 7.3

Attachment B

- Page 6 -

SCHEDULE

ALL THOSE pieces of land situated in the South Auckland Land District being Parts Section 16, Block IX, Aroha Survey District containing 3,400 square metres approximately, being more particularly shown on the plan annexed hereto and thereon edged red.

(Reservation by New Zealand Gazettee 1904 page 307. Te Aroha Borough Council appointed to control and manage by New Zealand Gazettee 1979 page 984.)

THE COMMON SEAL OF THE TE AROHA)
BOROUGH COUNCIL was hereto)
affixed pursuant to a resolu-)
tion of the Council passed on)
the 15th day of August 1981)
1981 in the presence of:)

Mayor:

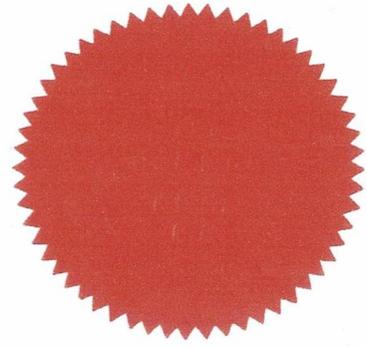
[Signature]

Councillors:

[Signature]

Town Clerk:

[Signature]



THE TE AROHA CROQUET CLUB (INC))
heraby accepts this lease of)
the within described land to be)
held by it subject to the)
covenants conditions and)
agreements hereinbefore set)
forth and its Common Seal was)
hereunto affixed in the)
presence of: -)

President:

[Signature]

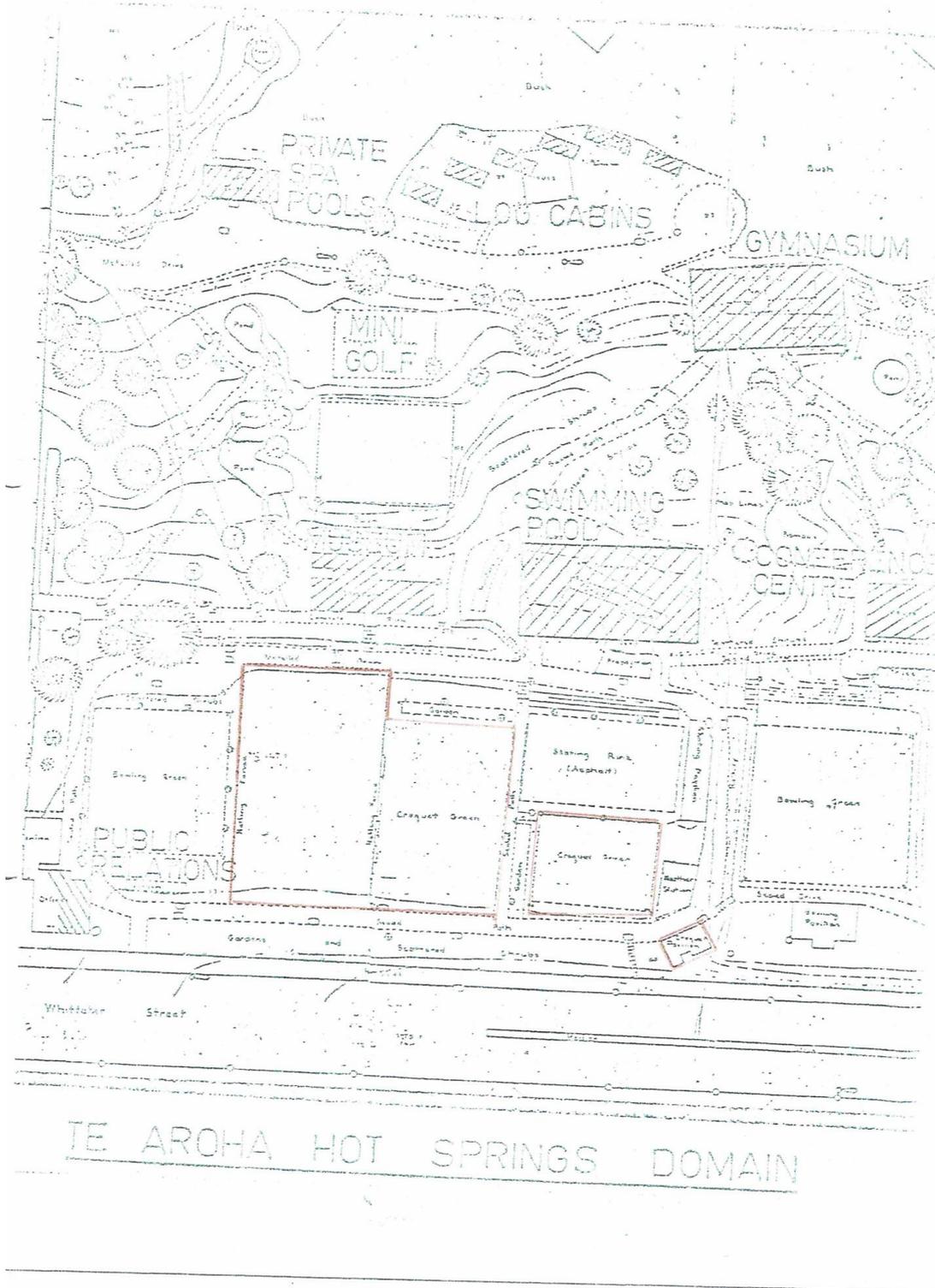
Secretary:

[Signature]

Member:

[Signature]

DAIED this 14th day of AUG 19 81.



Item 7.3

Attachment B

APPENDIX B

MPDC response to ownership of the Croquet Pavilion: 24 September 2013



Mark Naudé <MNaude@mpdc.govt.nz>

Tue, 24 Sept
2013, 16:06

to [REDACTED] Susanne Kampshof

Good afternoon

I'm writing in response to your enquiry on behalf of the Te Aroha Croquet Club regarding the croquet building at the Te Aroha Domain.

1. Who owns the building

Council records indicate that the building was included in the Memorandum of Agreement when the Domain was transferred to local authority control in 1978 and subsequently vested in Council. We have requested additional historical records in order to confirm the status of the building and will advise you accordingly.

A copy of the lease is attached.

Clause 3 of the 1981 lease stipulated that: "the Lessee shall have the right to erect a building for use as a croquet club pavilion and other buildings ancillary to the game of croquet on the said land provided however that prior to commencement of construction of such buildings plans and specifications thereof shall be first submitted to and approved by the Lessor and further that prior to commencement of construction of any alterations or additions to the said buildings plans and specifications thereof shall first be submitted to and approved by the Lessor".

While this reads as though a pavilion is yet to be constructed, the site plan attached to the lease, which identified the area under lease, included the croquet pavilion, which according to our records was constructed c.1950/51.

2. Who is responsible of maintenance (interior and exterior)

Clause 6 of the lease stipulated that: "the Lessee will repair and maintain at all times during the said term and keep all buildings, structures, drains and fences now erected or during the continuance of the said term to be erected or made upon or around the said land in good substantial repair and will to the satisfaction of the Lessor keep such buildings well and efficiently painted, cleansed and maintained excepting depreciation from fair wear and tear or other natural causes and damage by fire, storm, earthquake, tempest, flood or inevitable accident and so yield and deliver up the same to the Lessor at the expiration or other sooner determination of the said term"

Clause 11 of the lease required that: "The Lessee will at its own cost provide all necessary workmen and caretakers to maintain supervise and control the use of the said land and buildings erected thereon and throughout these presents the term 'caretaker' shall be deemed to mean and include any person for the time being appointed by the Lessee to supervise and control the use of the same by persons using the same".

3. What happens to the building if the club walks away?

Clause 22: "...in the event of the Club ceasing to function for the purposes for which it was established for a period of twelve (12) months or more then the said land and all improvements thereon shall transfer to the Lessor and be held in trust by the Lessor for the Lessee or for such other occupier or user as may be approved by the Lessor."

Clause 28: "That on the expiration or sooner determination of this lease the Lessor shall not be called upon or be liable to pay any compensation for any improvements or buildings effected or erected by the Lessee on the said land provided that:-

(a) When the lease has been terminated by surrender any incoming Lessee will be required to pay a fair value for the outgoing Lessee's improvements without any liability on the Lessor to obtain the maximum price for any such improvements and the same may be purchased by the incoming Lessee on deferred payments for payment to the Lessee.

(b) When the lease is terminated by default and the land is to be re-let for the same purposes provision may be made for the incoming Lessee to purchase the improvements at the best price the Lessor can obtain and if necessary the Lease may be re-offered until a Lessee is found to agree to pay the price stipulated by the Lessor for payment to the outgoing Lessee.

(c) If the Lessee is terminated [sic.] by the lapse of time and the land is not to be leased again for the same purpose or the Lessor does not require the improvements then after all amounts outstanding have been paid the Lessee must remove the improvements..

(d) Any improvements destroyed by fire or otherwise damaged and depreciated and no longer required by the Lessee must be removed by the Lessee at its own expense.

(e) If on the expiration or sooner determination of these presents the Lessor does not require the improvements the Lessee may within such time as the Lessor shall determine remove all buildings and other moveable improvements effected or created by the Lessee provided however where the whole or some of the improvements are of value to the Lessor then the Lessor may pay to the Lessee the value of such improvements as are determined by the Lessor."

4. What is the clubs liability for the building if they walk away?

As per Clause 28 of the lease (above).

5. Can the club demolish or otherwise dispose of the building ?

Building Act 2004 requirements:

Building consent would be required to demolish or remove the building.

Resource Management Act 1991 requirements:

The croquet building is not scheduled as a historic building in the District Plan.
As the building is on a reserve and in the Kaitiaki Zone, resource consent will be required to demolish the building.

Regards

Mark Naudé | Community Facilities Planner
Matamata-Piako District Council 35 Kenrick Street, PO Box 266, Te Aroha 3342
p 07 884 0060 | f 07 884 8865 | w www.mpdc.govt.nz

APPENDIX C

Letter from Matamata-Piako District Council to Croquet Club re: renewal of Lease: 9 July 2018



3

Our Ref: 400.2009.270 – 05311/345.00
Enquiries to: Raewyn Court



9 July 2018

Te Aroha Croquet Club Incorporated



Dear Te Aroha Croquet Club Incorporated

Club/Community Building Lease Renewal: Council property record 2009.270 – Te Aroha Croquet Club Incorporated – Community Lease - Te Aroha Domain - Croquet

Further to the above Club/Community Building Lease; I note that official notification appears not to have been received from you to exercise the right to renewal to extend the lease beyond the initial termination date of 01/04/2041. At present the arrangement is therefore just on a month by month basis.

Accordingly, please accept this letter as an offer from Council to renew your Lease for 5 years from the 01/04/2016, with the lease terminating on the final termination date 01/04/2041; on the same terms and conditions as the original Lease.

If you wish to confirm the acceptance of this offer, please sign and return the attached form to me as soon as possible. Please retain a copy of the renewal notice, for your records.

If you have any queries, please do contact me on 07 884 0060, as I am happy to assist. Thank you for your assistance in this matter.

Kind regards

Vicki Black
Property Services Officer



APPENDIX D

Croquet Club lease acceptance letter to Matamata-Piako District Council: dated 25 July 2018

Item 7.3

Our Ref: 270.2009.270 – 05311/345.00
Enquiries to: Vicki Black

25 July 2018

Attention : Property Officer
Matamata Piako District Council
PO Box 266
Te Aroha 3342

**Club/Community Building Lease Renewal: Council property record 2009.270 –
Te Aroha Croquet Club Incorporated – Community Lease - Te Aroha Domain -
Croquet**

Te Aroha Croquet Club Incorporated, do hereby confirm acceptance of the above
Club/Community Building Lease being renewed on the same terms and conditions as
the original Lease dated the 01/04/1981 ; for the period from 01/04/2016 until the
termination date of the 01/04/2041

I confirm that I do have the authority to sign this document on behalf of
(company/trust/society name)

Signature of the Licensee: L.J. Conroy President

Full Name of Licensee: Te Aroha Croquet Club Incorporated

Signature of the Licensee: J. O'Hanrahan SECRETARY

Full Name of Licensee:

Role of Signatory within (company/trust/society name):

PRESIDENT / SECRETARY

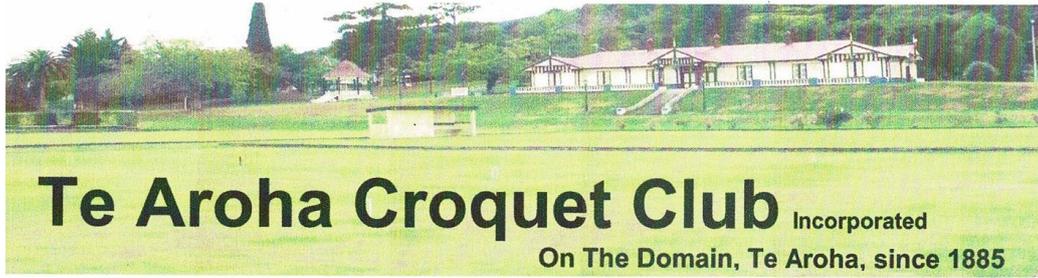
Dated: 8 AUGUST 2018



Attachment B

APPENDIX E

**Letter to Matamata-Piako District Council re:
Council ownership of Pavilion:
23 February 2022**



"The most picturesque Croquet Club in the World"

Secretary: Sandra Scott
sec.te.aroha.croquetclub@gmail.com
021 632 169

23 February 2022

Don McLeod
CEO Matamata Piako District Council
35 Kenrick Street
Te Aroha 3320

Dear Sir

The Te Aroha Croquet Club (TACC), situated on the Te Aroha Domain at 78 Whitaker Street, request that the Matamata Piako District Council formally take ownership of the TACC club house building.

Yours faithfully

Sandra Scott
Secretary
Te Aroha Croquet Club



APPENDIX F

**Matamata-Piako District Council Email:
confirming its payment of Pavilion insurance:
30 October 2024**

Raewyn Court | Property Services Officer
Matamata-Piako District Council
 35 Kenrick Street, PO Box 266, Te Aroha 3342
 p 07 884 0060 | ext 8909 | w www.mpd.govt.nz
 Please consider the environment before printing this email

From: Te Aroha <te.aroha.croquet@gmail.com>
Sent: Wednesday, 30 October 2024 1:06
To: Raewyn Court <RCourt@mpdc.govt.nz>
Subject: Re: Insurance

ATTENTION! This e-mail originates from outside of the council. Do not open attachments or click links unless you are sure this e-mail comes from a known sender and you know the content

thanks so much Raewyn.
 This is very very helpful.
 As the building was "vested in Council" (first paragraph) that reads to us that the Crown entity transferred it officially to Council.
 ie Council own the building.
 Please thank Roger for his help too.

 We will await the official legal confirmation in due course.
 But at least we can get on with a few things now.
 Cath

On Wed, 30 Oct 2024 at 11:43, Raewyn Court <RCourt@mpdc.govt.nz> wrote:

<https://mail.google.com/mail/u/0/?ik=d3146a8f29&view=pt&search=all&permthid=thread-f:1821720282939124729&simpl=msg-f:1821720282939124729>



1/21/25, 12:31 AM Gmail - Fwd: Insurance

Morning Cath

18	102 Whitaker Street	Te Aroha	Te Aroha Domain - Croquet Pavilion	\$	-	\$	-	\$	83,377				\$	217.45	\$
19	105 Whitaker Street	Te Aroha	Te Aroha Domain - Croquet Pavilion	€	-	€	-	€	1,936				€	9.24	€

Roger has called in and sent me this snip from the insurance schedule

The legal description of the property is as follows **Part of Te Aroha Domain Section 16 Block IX Aroha Survey District.....Subject to the Reserves Act 1977.**

I also have a call into Arshia re your query on building ownership but I think this e-mail sent to the club in 2013 by Mark Naude says what you need.

Arshia please confirm.

Regards r

Raewyn Court | Property Services Officer
Matamata-Piako District Council
 35 Kenrick Street, PO Box 266, Te Aroha 3342
 p 07 884 0060 | ext 8909 | w www.mpd.govt.nz
 Please consider the environment before printing this email

Attention:
 This e-mail is privileged and confidential. If you are not the intended recipient please delete the message and notify the sender. Any views or opinions presented are solely those of the author.
 Scanned by **Trustwave SEG** - Trustwave's comprehensive email content security solution at Matamata-Piako District Council.

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 Scanned by **Trustwave SEG** - Trustwave's comprehensive email content security solution at Matamata-Piako District Council.

Item 7.3

Attachment B

APPENDIX G

Excerpt from Te Aroha Domain Maintenance Plan: Draft August 1993

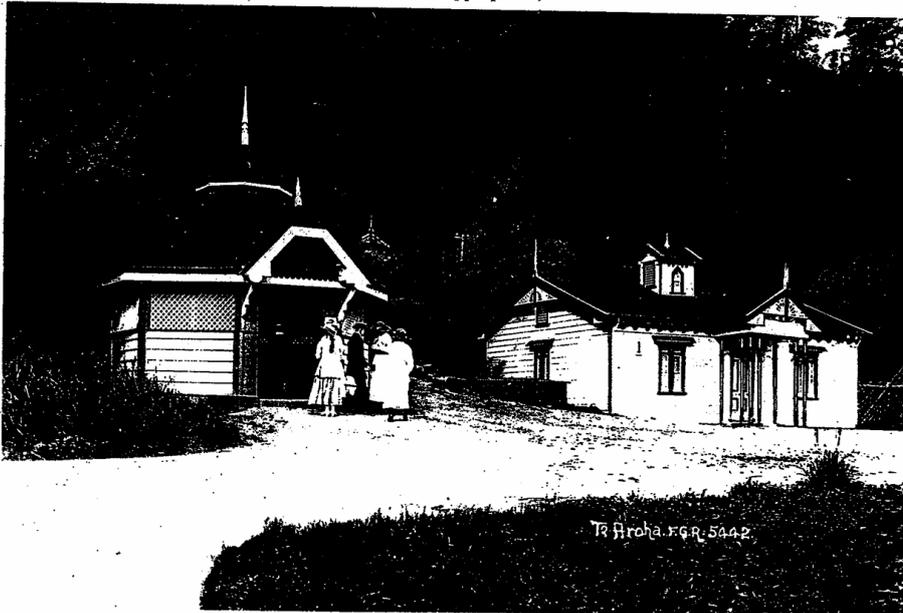
Te Aroha Domain Management Plan

1.7 ARCHIVAL AND HISTORIC RECORDS

A file on the Domain should be established that would contain the following:

- all research and information gathered as part of this study and other research projects, including archival information, photographic and drawing records - copies and originals;
- copies of annual management development strategy plan and budgets;
- any development proposals;
- a record of all conservation work carried out within the Domain;
- an archaeological survey; and
- waahi tapu sites (parts or all of this may be a silent file).

The purpose of the file would be to gather into one source all known information on the Domain to be added to as more research into the Domain's history is carried out. It would also be a live record of all continuing activity within the Domain. The file should be held and administered by the District Council available to the public (where appropriate).



*Original No. 1 Bathhouse On Site of Current Mokena Spa Pools and No. 8 Drinking Fountain - The Octagon.
Alexander Turnbull Library*

1.8 FUNDING AND RESOURCES

1.8.1 General

To conserve and develop the Domain in accordance with the objectives and policies within this plan will require significant resource and funding allocation. The traditional role involving Council as the primary funding source through the rating system will not be able to provide this sort of allocation. The funding and resource base needs to be diversified to tap into all available sources.

Conservation of the Domain is of national, as well as local interest, and should be funded in part on a national basis. Limited resources are available in the form of assistance funds and grants from Government agencies and bodies - see below.

Te Aroha Domain Management Plan

The Task Force report recommended the Council raise a loan of \$250,000 over a 20 year period in order to upgrade and restore the buildings. The annual \$25,000 building maintenance budget was to be used to repay this loan. This needs to be assessed by Council in terms of work that is required as a priority and the effect this may have on the building maintenance over the 20 year loan period.

Development funding and resources can be obtained through a variety of means. Some have been outlined below and need to be fully investigated.

Lottery Grands Board:

Lottery environment and heritage - this funds projects that promote, protect or conserve New Zealand's environment, cultural and historical heritage carried out by non-profitable or charitable organisations and groups.

Museum/Art Gallery Capital Project:

Funding assistance of amounts greater than \$75,000 will be considered by the Board for Museum capital works projects, including storage systems, internal environmental control systems and permanent fixtures, display facilities and buildings.

Grants are made on a subsidy basis up to a level of \$1 from Lottery Board for every \$2 raised by the applicant.

New Zealand Historic Places Trust:

The Trust have an Assistance Fund, providing limited funds for work to buildings and structures registered under the Act.

Funds are provided for work that extends the life of buildings and structures. Guidelines for funding under the new Act have yet to be prepared.

Corporate Funding and Community Trust:

Increasingly funding assistance for public projects is obtained from business organisations within communities. The Trust Bank group have established charitable trusts throughout the country which provide funding for community projects. These funding sources should be investigated for conservation and development projects in the Domain.

Other Sources:

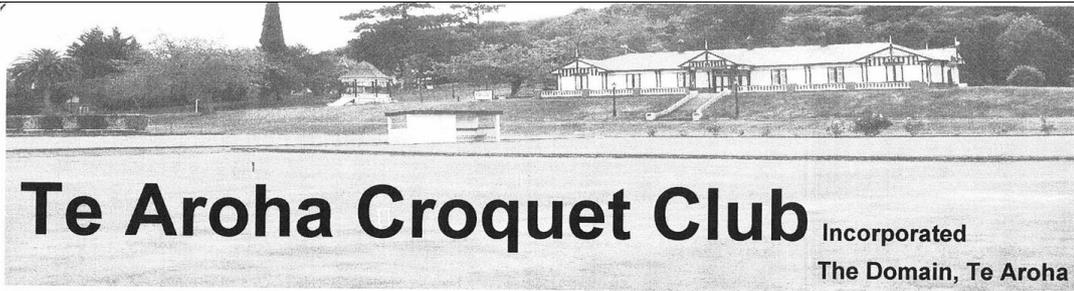
Employment subsidies are available through the Labour Department specifically for heritage conservation work as part of Task Force Green. Other community groups and organisations provide donated labour for community based projects. Both these represent a useful resource and where appropriate, should be utilised. Some aspects of work such as research and field survey work can be carried out with assistance of tertiary institutions involving both staff and students. Any such assistance should be under the direction of suitably qualified persons. This has already been utilised in the geothermal investigations and should be explored in research of land ownership and transfer history specifically.

Development Partnerships;

Conservation and development work could be funded by lessees or facilities operators through the use of incentives. The work D.o.C. carried out on the Gardener's Cottage in return for a rent holiday is an example.

APPENDIX H

TCC submission to MPDC Domain Management Plan 15 Oct. 2006



15 October 2006

John De Luca

Matamata Piako District Council
Kenrick Street
Te Aroha

Re: **Te Aroha Domain Management Plan**

Dear Sir

We wish to make the following comments on the above plan for your consideration.

We strongly submit that the plan should be factual, accurate and a compromise between preserving the unique historical features of the Domain and providing for the current and future users of the Domain.

We comment on specific issues as follows:

Part 1

The "Historic Croquet Greens upper Domain have not been used for many years. They are difficult and sometimes slippery to access and are isolated from the rest of the Croquet activities. Containing the balls on the greens is also a difficulty. This area while historic is unlikely to be ever used for croquet again and could well be utilised for other purposes.

Page 42 – Skating. The last sentence should be amended to record that Council has now provided a skateboard area near the river in Honi Street

Part 2

The information on Page 75 is out of date and should be current as at the date of the report – May 2006.

Page 76 does not document the condition of the fence around the disused meteorological site. It is bordering on dangerous and is a rusting and broken-down eyesore.

Page 78 recommendations are fanciful as the combined (Ladies and Men) Domain Bowling Club is struggling to survive in competition with the Tui Park Club. It is unlikely that the women's' bowling club will ever relocate. We note the building is considered to be in fair condition.

Page 79 Addresses the Croquet Pavilion. It is suggested to be in "good" condition when we are certain that on closer inspection a more accurate assessment would be "Deteriorated". To "open up" the enclosed veranda would invite further vandalism such as has already been experienced (and continues) in the shelter sheds.

Page 85 describes the Pergola with Wisteria at the men's Bowling Green. At one time there was a similar Pergola and Wisteria on the area that is now North-West of the croquet Lawns (see enclosed map) It is suggested that reinstating the structure could be considered as it would match the bowling club Pergola.

Page 91 This building has been removed.

Regarding the comments on pages 35 and 53 about consolidation/reduction of the croquet lawns. As mentioned above there should be consideration for the current active users of the Domain, especially when they can clearly demonstrate a sustainable requirement. We suggest that a well-used vibrant Domain is preferable to a static "Picture Postcard" area

The Croquet Club would **not** be able to operate with less than four full-sized lawns (32 metres by 25.6 metres each). Currently the Club has 5 lawns. These could be fitted in the area closest to the clubrooms with a little remeasuring. This would allow for ease of mowing (done by our members) and play. Our membership is increasing and all lawns are used most club days and certainly continuously all-day during tournaments.

The large lawn shown by the petanque court could be used as a village green or multi-purpose area for Domain Day, market day stalls etc and would not be needed by croquet if there are four dedicated lawns as shown on the plan.

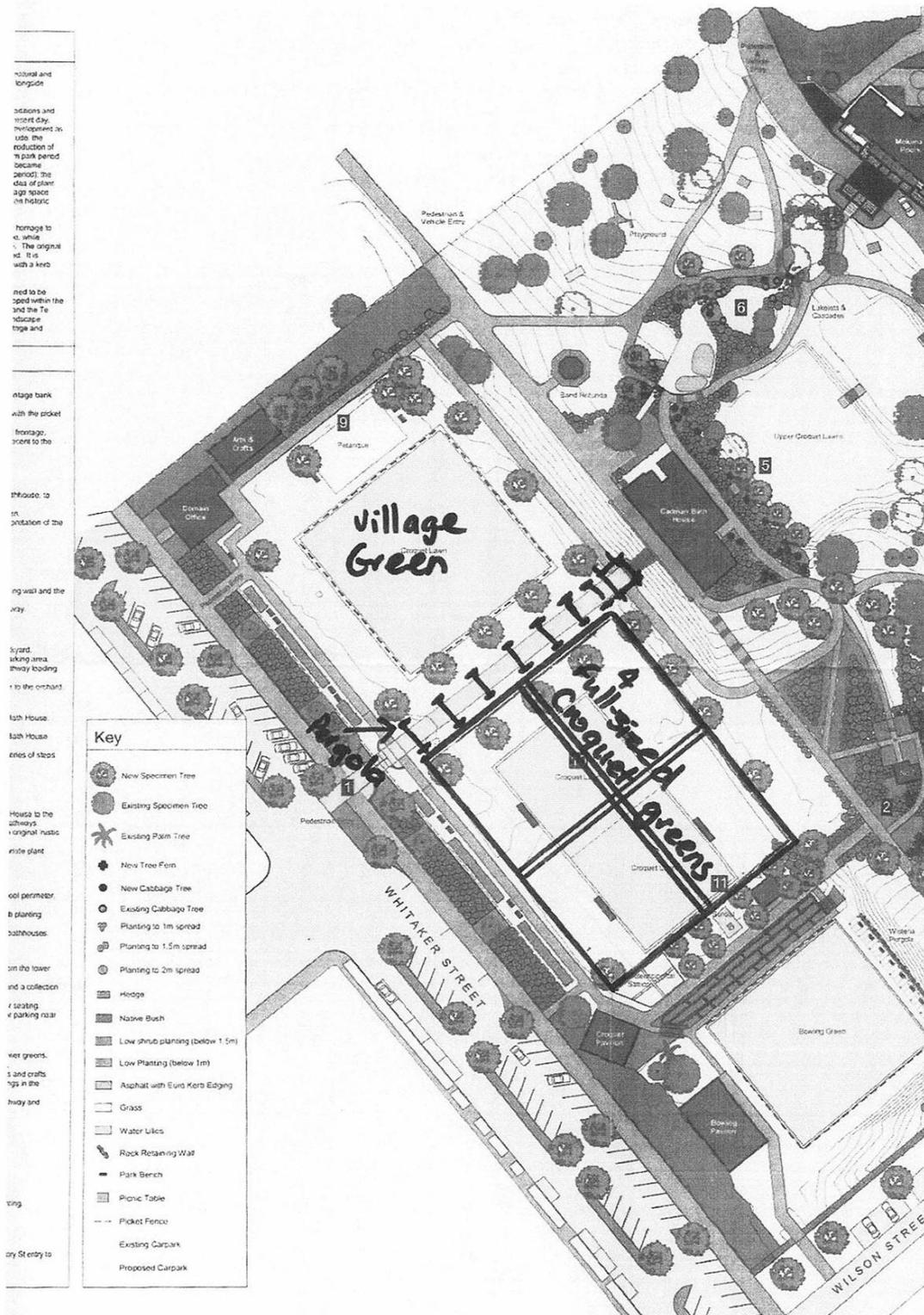
Croquet lawns are not compatible with general use by the public that these sorts of days would bring. Our current experience is that foot traffic, riding of bikes, touch rugby etc damages the lawns and general use by the public should be discouraged.

Prior to implementing the landscape plan surrounding the croquet lawns, the Croquet Club would appreciate being consulted as to the species planned. Ideally the lawns should not be shaded and have a minimum of leaf/flower litter.

We appreciate the opportunity of making the above comments and trust they are helpful.

Yours faithfully

T Robinson
President



APPENDIX I

Customer Request form re: Flooding under Croquet Pavilion



CRM Receipt

Matamata-Piako District Council
 ABN 50786439
 35 Kenrick Street
 Te Aroha 3320

Phone
 Fax
 Email Address
 Web www.mpdc.govt.nz



Reference Number	002.2025.00789018.001
Reference Id	472472
Description	Te Aroha Croquet Club - Floor of Croquet building is damp and swells - Builder concerned that the water may be coming from a blocked/broken pipe from the stormwater drain situated under the light pole by the steps up to the old bowling club. The sump fills with water that takes a while to disperse. Club members cleaned their white line painting bushes in the water and noted that no white water flowed down onto the road. Can you please look into this for them as the floor to the building may have to be replaced. For access to the building please phone Alan on 021 2311 392
Received	30/01/2025 at 12:08
Category	Complaint Regarding Stormwater Manholes in Te Aroha
Customer	Mr Alan Wilkie
Mobile Phone	[REDACTED]
Address	[REDACTED]

APPENDIX J

MPDC Te Aroha Domain Development Proposal 2004

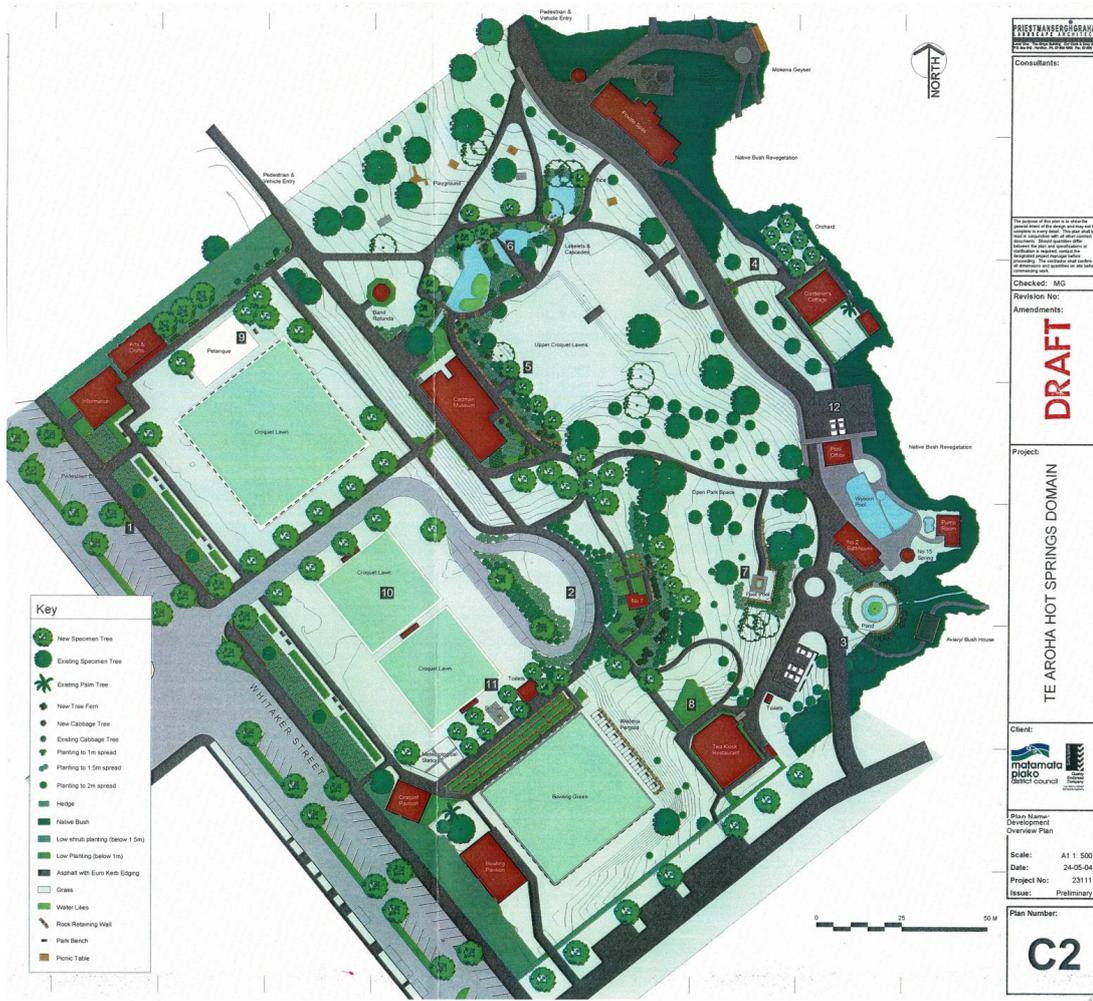
Existing



Item 7.3

Attachment B

2004 Development Proposal





Te Aroha Domain Development Advisory Board

Recommendations for the Development of the Te Aroha Domain

1. The focal point of the Domain shift to Whitaker Street.
2. The proposed development of the spa pools to proceed on the basis that the development is in harmony with the heritage environment.
3. The Cadman Bathhouse becomes a café, with the ability to provide for small conferences, business meetings, weddings and other district social gatherings.
4. The Te Aroha District Museum is relocated from the Cadman Bathhouse.
5. A historic church or another appropriate heritage building be sourced and placed on the green area as the future home of the Museum.
6. The vacant gardener's cottage becomes self-catered family/group accommodation managed by a private provider.
 - Or, alternatively, the gardener's cottage could become a day spa based on creating a sense of well being and rejuvenation.
7. The Domain House becomes a dry spa.
 - Or, alternatively, the Domain House could become upmarket self-catered family/group accommodation managed by a private provider.
8. Number 2 bathhouse becomes an upmarket hot pool experience at a higher price, targeting groups and couples and furnished appropriately.
9. Consultation is carried out with iwi over the Domain development and in particular, the Maori Bathhouse No 7.
10. The various rinks are removed, except for the bowling green and clubhouse at the Wilson Street corner, the bowling green and petanque field behind the Information Office and the croquet green and clubhouse to the Wilson Street end.
11. The skating rink be removed and relocated.
12. The greens and rinks removed are then re-developed into a heritage garden with concepts being developed by a landscape architect recommended by the New Zealand Historic Places Trust.



13. Removal of the buildings at the end of the skating rink as they do not fit the character.
14. A new entranceway is created for the Domain from Whitaker Street, lining up with the front entrance to the Cadman Bathhouse.
15. The issue of vehicle access, traffic flow and parking is addressed.
16. Footbath is reintroduced.
17. More heritage style seating through the Domain.
18. The spa and hot pools pricing structure is reviewed, taking into consideration a differential between residents/ratepayers and outside visitors.
19. Adequate public toilets in a building designed to blend in with the heritage context.
20. Improved signage (directional and informational/educational) at the Domain.
21. Appropriate highway signage and billboards to promote Te Aroha, the New Zealand historic spa town.
22. MPDC to manage the project and appoint a skilled marketing manager.
23. The marketing manager to develop a business plan that will see the Domain become a commercially viable business.
24. Appropriate training for staff, i.e. Kiwi Host.
25. Te Aroha's unique stock of heritage buildings are recognised and efforts made to have them classified by the New Zealand Historic Places Trust, if they are not already.
26. The track system on Mount Te Aroha be developed and promoted.
27. Council ensures it engages and communicates with the community at all stages of the development of the Domain and township.

APPENDIX K

Letters of support from various groups/individuals

Office of the Mayor

Our ref: 1323
Enquiries to: Mayor Adrienne Wilcock



te kaunihera ā-rohe o
matamata-piako
district council

19 November 2024

Te Aroha Croquet Club Incorporated
te.aroha.croquet@gmail.com

To whom it may concern

The Te Aroha Croquet Club members are a group of volunteers who are passionate about their sport, and who share their knowledge, skills and greens with the community.

I especially draw mention to the effort they put into their primary school aged children. They provide coaching and hold an annual tournament which is hotly contested by the five local primary schools.

The croquet lawns are located on the iconic Te Aroha Domain which is a public reserve. They maintain their own greens, that are functional all year round and the area is shared with the community. This is quite a unique aspect of the club as many adhere to very strict 'members only' access for terms of use.

I applaud the initiatives being taken by this group in striving towards positive outcomes for users in the wider Te Aroha community and beyond.

Kind regards,



Adrienne Wilcock
Mayor

35 Kenrick Street - PO Box 266 - Te Aroha 3342 - www.mpd.c.govt.nz
Morrinsville & Te Aroha 07 884 0060 - Matamata 07 881 90 50



Aroha Cruise In Society Incorporated

7 Kenrick Street
Te Aroha
3320

19 February 2024

To Whom It May Concern,

I am writing on behalf of Aroha Cruise In Incorporated Society to express our strong support for the Te Aroha Croquet Club. Over the past eight years, during my time as Event Manager, the Croquet Club has been an invaluable partner, contributing significantly to the success and vibrancy of our events.

The club's commitment to our community is evident through their consistent participation, setting up engaging displays and offering the opportunity to play croquet on the lawns at nearly all our events. Their presence not only enhances the atmosphere but also helps bridge generations, bringing together locals and visitors in a relaxed, welcoming environment.

Beyond their active involvement, the Te Aroha Croquet Club is instrumental in maintaining five of the lawns on the Te Aroha Domain. Their dedication ensures that this shared green space remains pristine and beautifully presented, creating an ideal backdrop for community gatherings and events. Their meticulous care directly supports community activities, including those hosted by Aroha Cruise In.

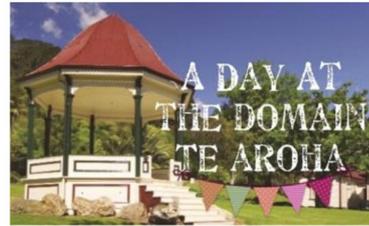
This high standard of maintenance, however, comes at a cost. The club relies heavily on grant funding to meet these costs. Given our own experience navigating funding applications, we fully appreciate the challenges involved and commend the club for their ongoing efforts.

The Te Aroha Croquet Club is not only a vital steward of our public spaces but also a generous community partner. Their continued success is crucial for the upkeep of a key recreational area that benefits the wider community.

We wholeheartedly support their funding applications and encourage any assistance that can be provided to sustain their invaluable work.

Kindest Regards

Charlotte West
Chairperson
Aroha Cruise In Society Incorporated



TeArohadomainday.com
TeArohaDomainDay@gmail.com

July 2022

To whom it may concern

Domain Day is a community event held annually where we provide activities, displays and demonstrations in Te Aroha’s picturesque Domain.

It was first established over 40 years ago, as a day for local artisans, craftspeople, and community organisations to gather and show the public what they do.

Obviously, it has adapted to suit the changing times however the focus is still community based and our local clubs and groups involved alongside stall holders, as well as activities for the kids, musical performances and demonstrations.

Each year the Croquet Club support our day and allow us to use some of their grounds for our activities and stallholders.

We appreciate their continued support.

If you require any further information, please don’t hesitate to contact me.

Kindest Regards,
Allison Ward.
Chairperson
Te Aroha Domain Day Committee.
[REDACTED]

7 Pūrongo me whakatau | Decision Reports

7.4 Matamata Community Health Shuttle - Request for Grant

CM No.: 3047574

Te Kaupapa | Purpose

The purpose of this report is to consider any grant contribution towards the relocation of the Matamata Community Health Shuttle garage.

Rāpopotonga Matua | Executive Summary

The Matamata Community Health Shuttle have requested a grant of up to \$33,397 to assist with relocation costs of the health shuttle garage.

Council staff have completed an assessment of the grant request against various criteria including eligibility of any available Council grants, alignment with Long Term Plan/Annual Plan and any other available internal options.

The assessment concludes that there are two options moving forward.

- 1) Council could grant the group up to \$33,397. \$25,000 is available in Council's existing grant budget, any remainder could be funded by the Community Purposes Reserve if desired.
- 2) Council could decline the request for a grant and staff could provide advice to the group on other possible external grants.

Tūtohunga | Recommendation

That:

1. The report be received.
2. Council:
 - a) Council allocate \$_____ by way of grant towards the relocation of the Matamata Community Health Shuttle garage from Council's existing grant budget and/or Community Purposes Reserve.
 - OR
 - b) Council decline the request for a grant and Council staff provide advice to the Matamata Community Health Shuttle on other appropriate and available external grants.

Horopaki | Background

On 29 June 2022 Council's Corporate and Operations Committee resolved to:

WHAKATAUNGA Ā-KOMITI | COMMITTEE RESOLUTION

That:

- 1. Council approve the relocation of the garages to the sculpture park in Hetana Street Reserve and commence the reserve reclassification process.**
- 2. Council determine the cost apportionment for the project.**
- 3. The source of funding be Community Purposes Reserve**

**Moved by: Cr J Sainsbury
Seconded by: Mayor A Tanner**

KUA MANA | CARRIED

Council staff commenced the reserve reclassification process as directed.

On 22 March 2023 Council resolved to:

WHAKATAUNGA A TE KAUNIHERA | COUNCIL RESOLUTION

That:

- 1. Council receives the report entitled 'Proposal to Classify Part of Hetana Street Reserve, Matamata, under the Reserves Act 1977 – Independent Commissioner Recommendation' prepared by Peter Kensington; dated 28 February 2023 (Attachment 3).**
- 2. Pursuant to section 16(2A) of the Reserves Act 1977, Council approves the classification of Lot 2 DPS 86435 as recreation reserve and authorises staff to publish a notice in the New Zealand Gazette giving effect to the decision.**
- 3. Council acknowledges the impact of this decision on the Matamata Community Health Shuttle Trust (MCHST) who provide a valued community service and is open to exploring alternative ways that the Council can support the MCHST to secure a suitable long-term site for a garage to house its vehicle fleet.**
- 4. Council thanks submitters for their involvement in this process and requests staff to inform them of Council's decision.**

Cr K Tappin abstained from voting on the motion.

Resolution number CO/2023/00003

**Moved by: Cr J Sainsbury
Seconded by: Cr B Dewhurst**

KUA MANA | CARRIED

Ngā Take/Kōrerorero | Issues/Discussion

On 22 May 2025 Council received an application for funding assistance from the Matamata Community Health Shuttle. The application has been summarised below rather than attaching in full.

[Summary of application for funding assistance](#)

The Health Shuttle garage is currently located on Council land, leased to Matamata Community Resources Trust (a separate group) who have requested that the garage be removed. In 2022 Council agreed to assist with relocation costs but then the nearby site was determined unsuitable. In 2025 Matamata Community Health Shuttle purchased land in Firth Street, Matamata to be able to move the current garage to and also build a new garage. The Matamata Community Health Shuttle are now requesting a grant to assist with these relocation costs to a different location.

The costs as provided by the group are summarised below for information

Garage relocation costs		Cost exc
Excavation and site preparation	Half share with new garage	4,900
Concrete Floor	Full share – existing garage only	4,888
Concrete Apron	Half share with new garage	5,910
Relocation costs	Full share – existing garage only	8,300
Electrical (Solar)	Half share with new garage	9,399
Total		33,397

Council could contribute to some or all of these costs. As an example Council may wish to contribute towards the excavation, concrete floor/apron and relocation costs to reflect necessary costs but not towards the installation of solar panels.

\$25,000 is available in Council's existing grant budget, any remainder could be funded by the Community Purposes Reserve if desired.

Matamata Community Health Shuttle will be funding and applying for external funding for the new garage. The group have confirmed that they have not to date applied for any external funding for relocating the existing garage.

Mōrearea | Risk

There is a risk that the Matamata Community Health Shuttle could stop providing services to the Matamata community in the future and then are left with a relocated garage on a privately owned property. This risk can be managed via an operational grant funding agreement if desired.

Ngā Whiringa | Options

Option One – Council allocates some funding by way of grant towards the relocation of the Matamata Community Health Shuttle garage

Description of option

Garage relocation costs have been outlined under the *Discussion* section of this report. Council could contribute to some or all of these costs. As an example Council may wish to contribute towards the excavation, concrete floor/apron and relocation costs to reflect necessary costs but not towards the installation of solar panels.

Advantages

The existing garage will be removed from its current site.

Disadvantages

The will be a financial cost to Council.

Option Two – Council decline the request and staff provide advice on other external grants

Description of option

Council could decline the request and staff could provide advice on other appropriate and available external grants such as Rotary, Lions, Lotteries etc.	
Advantages	Disadvantages
There will be no financial cost to Council.	This group provides a community service to the community of Matamata and this could possibly be impacted by this decision.
	The existing garage may take longer to be removed from its current site.

Recommended option

There is no recommended option, Council can decide to fund all, some or none of the request.

Local Government Act 2002 (LGA 2002) Decision-making requirements

Having regard to the decision making provisions in the LGA 2002 and Councils Significance Policy, a decision in accordance with the recommendations is assessed as having a low level of significance.

All Council decisions, whether made by the Council itself or under delegated authority, are subject to the decision-making requirements in sections 76 to 82 of the LGA 2002. This includes any decision not to take any action.

Local Government Act 2002 decision making requirements	Staff/officer comment
Section 77 – Council needs to give consideration to the reasonable practicable options available.	Options are addressed above in this report.
Section 78 – requires consideration of the views of Interested/affected people	Not required.
Section 79 – how to achieve compliance with sections 77 and 78 is in proportion to the significance of the issue	The Significance and Engagement Policy is considered above. This issue is assessed as having a low level of significance.
Section 82 – this sets out principles of consultation.	Not required.

Policy Considerations

To the best of the writer’s knowledge, this recommendation is not significantly inconsistent with nor is anticipated to have consequences that will be significantly inconsistent with any policy adopted by this local authority or any plan required by the Local Government Act 2002 or any other enactment.

Ngā take ā-Ihinga | Consent issues

Any applicable consents will be applied for by the Matamata Community Health Shuttle.

Te Tākoha ki ngā Hua mō te Hapori me te here ki te whakakitenga o te Kaunihera | Contribution to Community Outcomes

The community outcome relevant to this report is:

- He wāhi kaingākau ki te manawa | A place with people at its heart

Pānga ki te pūtea, me te puna pūtea | Financial Cost and Funding Source

Up to \$25,000 could be funded from within Council's existing grant budget, any further funding could be provided from the Community Purposes Reserve.

Ngā Tāpiritanga | Attachments

There are no attachments for this report.

Ngā waitohu | Signatories

Author(s)	Sandra Harris Pou Kaupapahere, Rāngai Mahitahi me te Kāwana Policy, Partnerships and Governance Manager	
Approved by	Manaia Te Wiata Tumu Whakarae Chief Executive Officer	

7 Pūrongo me whakatau | Decision Reports

7.5 Lockerbie Estate, Morrinsville - Stage 5 Road Naming

CM No.: 3019486

Te Kaupapa | Purpose

Council is responsible and has the power under sections 319, 319A and 319B of the Local Government Act 1974 to name formed roads including private access ways that are intended for the use of the public generally, and for the numbering of land and buildings.

Rāpopotonga Matua | Executive Summary

An application from GD Jones of the Kilroy Group (developer/applicant) was recently received to name six (6) new public roads as part of the latest Stage 5, Lockerbie subdivision in Morrinsville. The Kilroy Group have previously worked with Council on numerous earlier stages to Lockerbie. Stage 5 represents the progression of their development.

Whenever subdivisions of 6 or more lots are created, decisions on road names are made in Council consistent with its policy (*Numbering of Properties, Naming of Roads, Access Ways and Open Spaces - 02 October 2019*), which is attached.

It is recommended that Council accept the following six preferred public road names that correspond to the roading plan below under Background.

- Road 20: Lingard Street
- Road 21: Harrop Place
- Road 24: Toitu Street
- Road 25: Barlow Street
- Road 26: Tirohia Street
- Road 28: Jersey Street

It is expected that the separate process of road numbering will follow once 224 is approved.

Tūtohunga | Recommendation

That:

1. Council approves the preferred public road names: ***Lingard Street, Harrop Place, Toitu Street, Barlow Street, Tirohia Street, and Jersey Street*** for this 6-lot urban, Stage 5 extension, of the Lockerbie residential subdivision in Morrinsville.

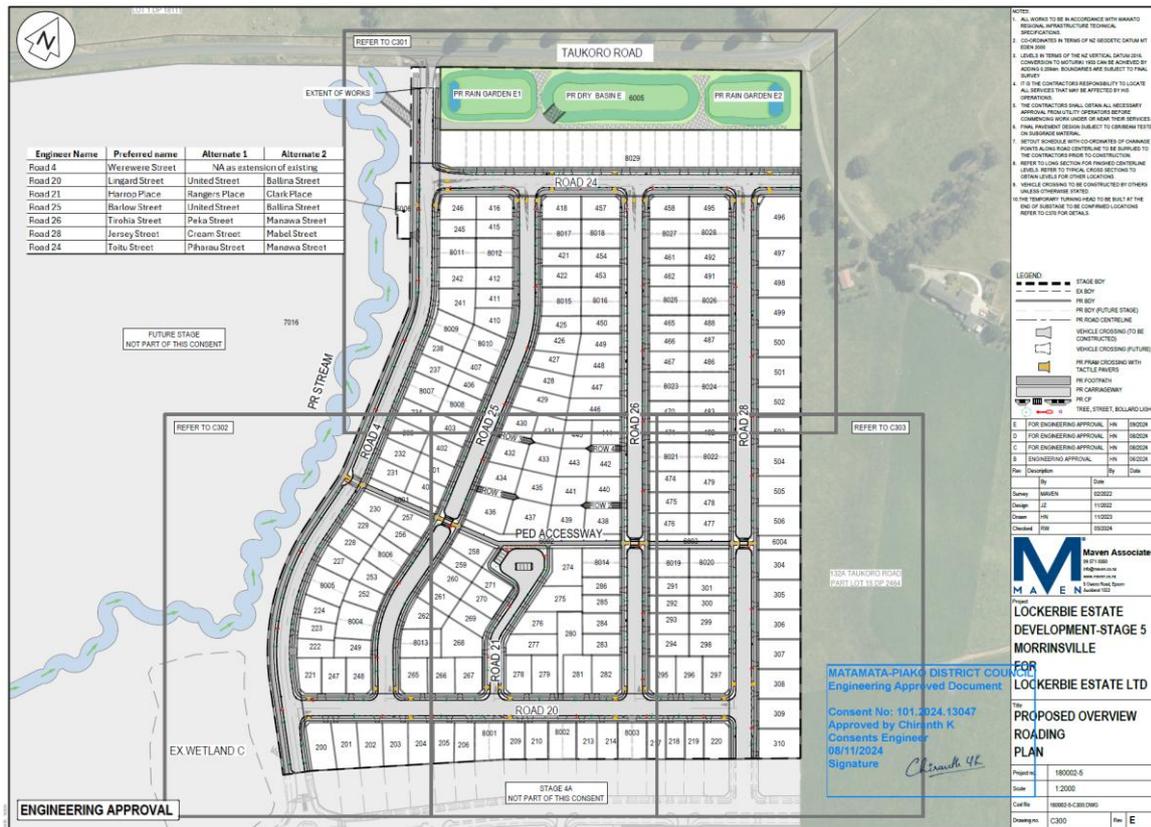
Horopaki | Background

Road names and property numbers are used extensively by a range of individuals and organisations for accurate and efficient identification. Such forms of identification are not limited to emergency services, postal and courier services, visitors, and utility providers e.g. water, power, telephone and internet. For these reasons, it is both appropriate and necessary that individual properties have a formalised and unique address from which they can be identified.

Important road naming objectives include:

- Ensuring district-wide consistency for the naming of public roads and private access ways.
- Clarifying the meaning of private access ways and rules for their naming.
- Ensuring roads are named so as to reflect the identity of local areas within the district in addition to the ease of property identification.

A scheme plan of the proposed Stage 5 Lockerbie subdivision is below, showing the new public roads. A larger plan will be attached to this report for ease of viewing.



Ngā Take/Kōrerorero | Issues/Discussion

Once a request for road naming is received from the applicant, Council staff check the suitability of chosen Preferred and Alternative road names against the street register and road naming policy, then request that LINZ perform their database checks.

This two-step process ensures a quality result and that proposed road names conform to policy criteria; specifically that throughout our district and neighbouring districts road names aren't duplicated, or preferably don't sound similar to existing road names.

In terms of the correct consultation procedures with Mana Whenua, staff encourage applicants to initially refer to Council's road naming policy for guidance. Then for:

- **Public road names to be vested in council:** Applicants are encouraged to obtain information about the cultural identity of select locations/areas within the district.

- **Private access way names (not vested in Council):** The process differs in that the same consultative requirements don't apply in terms of Mana Whenua's involvement – developers/applicants aren't required to consult.

In terms of road name sign installations and their subsequent maintenance:

- **Public road names to be vested in Council:** The road name signs become Council's cost.
- **Private access ways (not vested in Council):** The road name signs are a private landowner cost.

Mōrearea | Risk

The applicant's efforts to select road names present little if any reputational risk to Council. This is because Council's initial street register checks and the subsequent LINZ database searches of *Preferred* and *Alternative* road names are seen as careful and deliberate risk mitigation steps.

Ngā Whiringa | Options

Because the six (6) new road names are for public roads there is a policy requirement that the developer/applicant consults Mana Whenua. The developer/applicant reported back that Māori names were put forward by Ngāti Haua and Ngāti Werewere on 4 April 2025 as part of ongoing consultation as per the 'naming strategy' identified in the terms of the Memorandum of Understanding between Lockerbie Estate and Ngāti Haua.

Preferred and *Alternative* road names were therefore selected in accordance with 6. *Naming considerations* of the attached road naming policy.

Option 1 – 'Preferred' and Alternative Public Road names			
Description of option			
See below the list of road names forwarded by the applicant/developer.			
Engineer Name	Preferred name	Alternate 1	Alternate 2
Road 4	Werewere Street	NA as extension of existing	
Road 20	Lingard Street	United Street	Ballina Street
Road 21	Harrop Place	Rangers Place	Clark Place
Road 25	Barlow Street	United Street	Ballina Street
Road 26	Tirohia Street	Peka Street	Manawa Street
Road 28	Jersey Street	Cream Street	Mabel Street
Road 24	Toitu Street	Piharau Street	Manawa Street
Advantages		Disadvantages	
Most names are unique to the Matamata-Piako District i.e. <u>not</u> duplicated.		*The names Clark and Manawa are already in use within the district. But being Alternative 2 selections they aren't likely to be elevated to preferred road status i.e. they don't pose significant risks – hence can stay in the mix.	

All names are single words avoiding cartographic problems.	
All names are easy to spell and pronounce.	
All names are short i.e. are no longer than 12 characters.	

Recommended: Option 1

Option 1 (above) is the recommended option, with *Preferred* and *Alternative* names listed for simplicity and advantages and disadvantages noted.

Local Government Act 2002 (LGA 2002) Decision-making requirements

Having regard to the decision making provisions in the LGA 2002 and Councils Significance Policy, a decision in accordance with the recommendations is assessed as having a **low** level of significance.

All of Council decisions whether made by the Council itself or under delegated authority are subject to the decision-making requirements in sections 76 to 82 of the LGA 2002. This includes any decision not to take any action.

Local Government Act 2002 decision making requirements	Staff/officer comment
Section 77 – Council needs to give consideration to the reasonable practicable options available.	Options are addressed above in this report.
Section 78 – requires consideration of the views of Interested/affected people	The views of the community have been considered as have Mana Whenua earlier-on in the process.
Section 79 – how to achieve compliance with sections 77 and 78 is in proportion to the significance of the issue	The Significance and Engagement Policy is considered above. This issue is assessed as having a low level of significance.
Section 82 – this sets out principles of consultation.	There is a requirement to consult with Mana Whenua which has been covered-off, above.

Policy Considerations

To the best of the writer’s knowledge, this recommendation is not significantly inconsistent with, nor is anticipated to have consequences that will be significantly inconsistent with any policy adopted by this local authority or any plan required by the Local Government Act 2002 or any other enactment.

Ngā Pāpāhonga me ngā Whakawhitiwhitinga | Communications and engagement

As soon as reasonably possible after the meeting, Council staff will phone or email the applicant or agent to notify them of Council’s resolution; enabling them to progress orders for road signage etc. Later, upon the release of Council’s minutes, Council staff will prepare the “Official Group Email Notification of Committee Resolution for New Road Names”, which is a group email to numerous contacts e.g. to LINZ, NZ Post, Core Logic NZ Ltd, internal staff and other relevant parties.

Ngā take ā-lhinga | Consent issues

Road naming approval is a Council requirement prior to the issuing of 223/224 resource consent completion certificates.

Te Tākoha ki ngā Hua mō te Hapori me te here ki te whakakitenga o te Kaunihera | Contribution to Community Outcomes

Matamata Piako District Council’s Community Outcomes are set out below:

MATAMATA-PIAKO TŌ MĀTOU WĀHI NOHO OUR PLACE		MATAMATA-PIAKO DISTRICT COUNCIL TE ARA RAUTAKI STRATEGIC DIRECTION	
TŌ MĀTOU WHAKAKITENGA OUR VISION			
Matamata-Piako District is vibrant, passionate, progressive, where opportunity abounds. ‘The heart of our community is our people, and the people are the heart of our community.			
TŌ MĀTOU WHĀINGA MATUA OUR PRIORITIES (COMMUNITY OUTCOMES)			
			
He wāhi kaingākau ki te manawa A place with people at its heart	He wāhi puawaitanga A place to thrive	He wāhi e poipoi ai tō tātou taiao A place that embraces our environment	He wāhi whakapapa, he wāhi hangahanga A place to belong and create

The community outcomes relevant to this report are as follows:

- A place with people at its heart
- A place to belong and create

Pānga ki te pūtea, me te puna pūtea | Financial Cost and Funding Source

The six (6) public road names once vested become a maintenance cost to Council.

Ngā Tāpiritanga | Attachments

A  Lockerbie stage 5- EPA Road Names

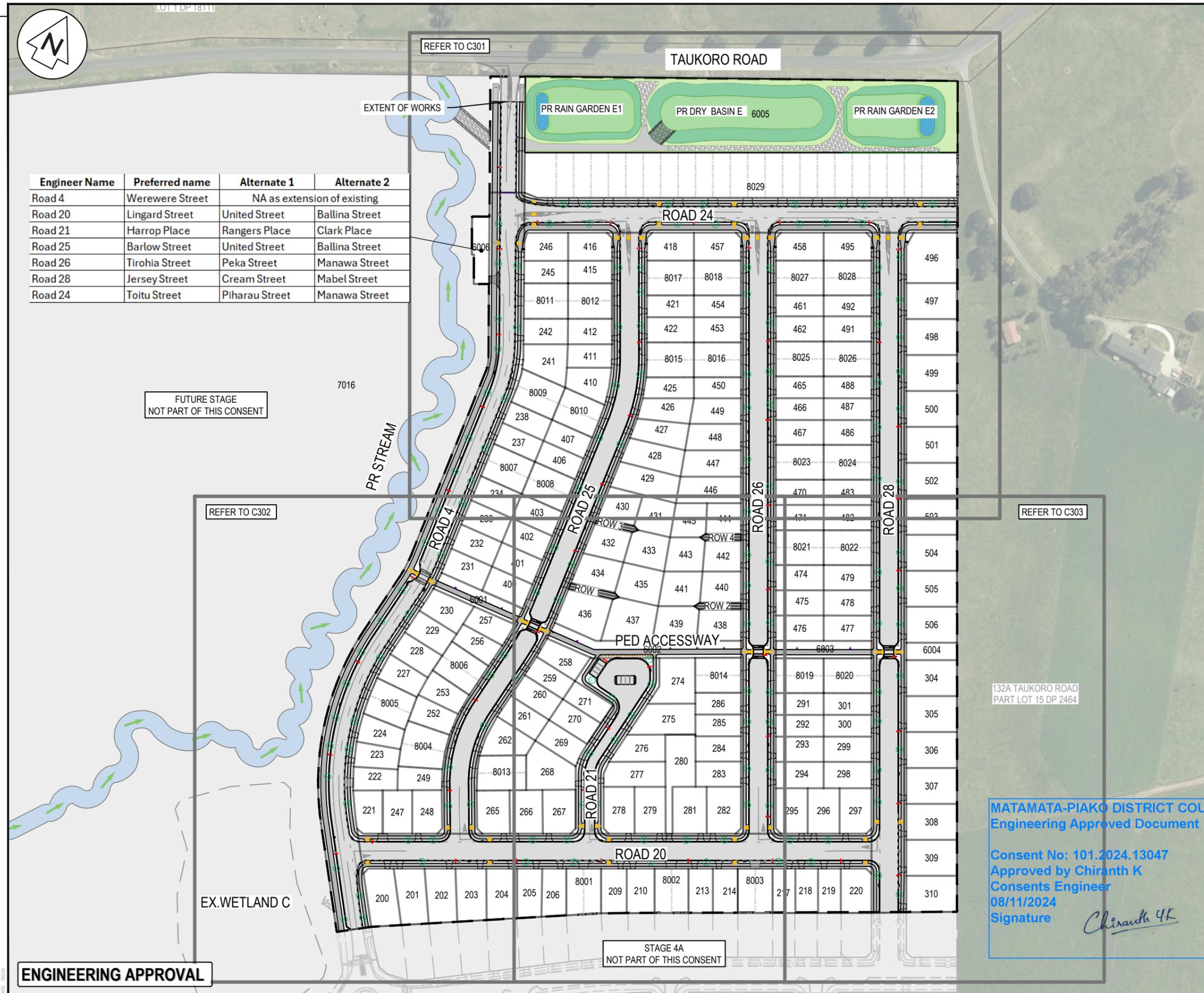


B  Final Road Naming Policy Adopted 2 October 2019



Ngā waitohu | Signatories

Author(s)	Barry Reid Pūkenga Rawa Rori Roding Asset Engineer	
Approved by	Susanne Kampshof Pou Rawa me ngā Kaupapa Assets and Projects Manager	
	Manaia Te Wiata Tumu Whakarae Chief Executive Officer	



Engineer Name	Preferred name	Alternate 1	Alternate 2
Road 4	Werewere Street	NA as extension of existing	
Road 20	Lingard Street	United Street	Ballina Street
Road 21	Harrop Place	Rangers Place	Clark Place
Road 25	Barlow Street	United Street	Ballina Street
Road 26	Tirohia Street	Peka Street	Manawa Street
Road 28	Jersey Street	Cream Street	Mabel Street
Road 24	Toitu Street	Piharau Street	Manawa Street

- NOTES:
- ALL WORKS TO BE IN ACCORDANCE WITH WAIKATO REGIONAL INFRASTRUCTURE TECHNICAL SPECIFICATIONS.
 - CO-ORDINATES IN TERMS OF NZ GEODETIC DATUM MT EDEN 2000
 - LEVELS IN TERMS OF THE NZ VERTICAL DATUM 2016. CONVERSION TO MOTURIKI 1953 CAN BE ACHIEVED BY ADDING 0.2594m. BOUNDARIES ARE SUBJECT TO FINAL SURVEY
 - IT IS THE CONTRACTORS RESPONSIBILITY TO LOCATE ALL SERVICES THAT MAY BE AFFECTED BY HIS OPERATIONS.
 - THE CONTRACTORS SHALL OBTAIN ALL NECESSARY APPROVAL FROM UTILITY OPERATORS BEFORE COMMENCING WORK UNDER OR NEAR THEIR SERVICES.
 - FINAL PAVEMENT DESIGN SUBJECT TO CBR/BEAM TESTS ON SUBGRADE MATERIAL.
 - SETOUT SCHEDULE WITH CO-ORDINATES OF CHAINAGE POINTS ALONG ROAD CENTERLINE TO BE SUPPLIED TO THE CONTRACTORS PRIOR TO CONSTRUCTION.
 - REFER TO LONG SECTION FOR FINISHED CENTERLINE LEVELS. REFER TO TYPICAL CROSS SECTIONS TO OBTAIN LEVELS FOR OTHER LOCATIONS.
 - VEHICLE CROSSING TO BE CONSTRUCTED BY OTHERS UNLESS OTHERWISE STATED.
 - THE TEMPORARY TURNING HEAD TO BE BUILT AT THE END OF SUBSTAGE TO BE CONFIRMED LOCATIONS REFER TO C370 FOR DETAILS.

LEGEND:

	STAGE BDY
	EX BDY
	PR BDY
	PR BDY (FUTURE STAGE)
	PR ROAD CENTRELINE
	VEHICLE CROSSING (TO BE CONSTRUCTED)
	VEHICLE CROSSING (FUTURE)
	PR PRAM CROSSING WITH TACTILE PAVERS
	PR FOOTPATH
	PR CARRIAGEWAY
	PR CP
	TREE, STREET, BOLLARD LIGHT

Rev	Description	By	Date
E	FOR ENGINEERING APPROVAL	HN	09/2024
D	FOR ENGINEERING APPROVAL	HN	08/2024
C	FOR ENGINEERING APPROVAL	HN	08/2024
B	ENGINEERING APPROVAL	HN	06/2024

Maven Associates
09 571 0050
info@maven.co.nz
www.maven.co.nz
5 Owens Road, Epsom
Auckland 1023

Project
**LOCKERBIE ESTATE
DEVELOPMENT-STAGE 5
MORRINSVILLE**
FOR
LOCKERBIE ESTATE LTD

MATAMATA-PIAKO DISTRICT COUNCIL
Engineering Approved Document
Consent No: 101.2024.13047
Approved by Chiranth K
Consents Engineer
08/11/2024
Signature *Chiranth K*

Title	
PROPOSED OVERVIEW ROADING PLAN	
Project no.	180002-5
Scale	1:2000
Cad file	180002-5-C300.DWG
Drawing no.	C300
Rev	E

ENGINEERING APPROVAL

Numbering of Properties, Naming of Roads, Access Ways and Open Spaces



Department(s): **Assets, Policy and Strategy
Corporate Strategy (Iwi Liaison)
Regulatory Planning**

Policy Type: **External Policy**

Council Resolution Date: **02 October 2019**

1. Introduction

The Council is responsible for the naming of roads and numbering of land and buildings, under section 319, 319A and 319B of the Local Government Act 1974.

Road names and property numbers are used by a wide array of users for the accurate and quick identification of properties including; emergency services, postal and delivery services, personal visitors, service deliveries such as power, telephone and water. It is essential that properties have a formal and unique address by which they can be identified.

This policy covers both the naming of access ways and the naming of roads to ensure there is consistency.

2. Objectives

- a. To ensure consistency in naming of roads and access ways in the district.
- b. To clarify the meaning of access ways and to provide clear rules for the naming of these.
- c. To ensure roads are named to reflect the identity of the local areas as well as ensuring ease of identification for the Council, emergency services and others.

3. Definitions

Developer	An individual or entity, which is making an application. This may include Council, a consent holder or the party developing the infrastructure including
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	but not limited to a Developer.
Council	Matamata-Piako District Council.
Culturally significant	Ancestral land, water, wahi tapu, valued flora and fauna, and other taonga significant to Mana Whenua.
Name	The word or name used to identify a road, open space or Council facility. Name excludes the road type (see definition: road types).
Open space	Includes all parks and reserves administered by Council. This includes Reserve As defined under s 2 of the Reserves Act 1977 and land owned by Council with a primary recreation function, not held under the Reserves Act 1977.
Access Ways	A single 'lot', right of way or a series of right-of-ways that will be occupied by a physical driveway, providing vehicle access to a minimum of six lots. This also includes common access lots, retirement village roads and common property within a Unit Development as defined under section 5 of the Unit Titles Act 2010.
Road	Road as defined in section 315 of the Local Government Act 1974, and any square and any public place intended for the use of the public generally.
Road types	Road types in accordance with The Australian/New Zealand Standard on Rural and urban addressing AS/NZS 4819:2011 (outlined in Schedule 1 below).

4. Application

The developer must submit their preferred name(s) plus two alternatives for each road or access way¹. A plan identifying all roads or access ways and each property number must be included in the proposal. All proposed roads or access ways to be named must be clearly labelled.

Developers must consider property numbers and road/open spaces names at the early stages of their resource consent application to ensure there are no delays to the process.

5. Property numbering

Property numbers for both public roads and access ways must adhere to the relevant New Zealand standards issued by LINZ. In general:

- a. Addresses on the left side of the road should be ordered by number, using odd numbers beginning with “1” at the start of the road/access way.

¹ Proposals must be submitted in writing to Council’s Asset Manager – Strategy and Policy.



- b. Addresses on the right side should be ordered by number, using even numbers starting with “2”.
- c. When numbering a cul-de-sac, the same “odd on the left, evens on the right” approach should be used. Incremental numbering around the cul-de-sac should not be used.
- d. Rural numbering is based on the distance down the road. The distance in metres is divided by 10 and rounded to the nearest odd number (left side) or even number (right side).

6. Naming considerations

A proposal to name or rename a road, or an open space must include evidence that the name(s) reflect one or more of the following:

- a. The identity of the Matamata-Piako District and/or local identity.
- b. The historical significance of particular locations.
- c. The cultural significance of the area to Mana Whenua.
- d. People important in the history of an area.
- e. Events, people and places significant to a community or communities locally, nationally or internationally.
- f. Flora and Fauna significant or important to the history of an area.

7. Consultation with Mana Whenua

Prior to submitting a proposal applicants are to request Council staff² provide guidance as to the appropriate Mana Whenua of an area. Applicants are to provide each Mana Whenua group with at least 15 working days to identify if the area has cultural significance and provide feedback to the applicant.

The purpose of the feedback is to provide non-binding advice to the applicant as to how culturally significant an area is to Mana Whenua. The applicant must provide evidence that they have given Mana Whenua an opportunity to provide feedback in accordance with this section.

For the avoidance of doubt consultation requirements with Mana Whenua do not apply to private access ways.

² Council’s Corporate Strategy Team in their role as Iwi Liaison will provide the relevant contact details to Developers in consultation with Mana Whenua on request.



8. Criteria for all road and access way names

Any proposed road and access way names will preferably meet the following criteria:

- a. Not be duplicated in the Matamata-Piako District
- b. Preferably, be short (generally not longer than 12 characters).
- c. Be single words to avoid cartographic problems.
- d. Be easy to spell and pronounce.
- e. Not sound similar, or be similar in spelling, to an existing road name.
- f. Not include a preposition, e.g. Avenue of the Allies.
- g. Not be abbreviated or contain an abbreviation excepting that "St" can be used for "saint" and 'Mt' can be used for "mount".
- h. Names must not include a numeral (e.g. 5 Oaks Drive) but can include a number as a word (e.g. Five Oaks Drive).
- i. Not be in poor taste or likely to cause offense.
- j. Not lead with 'The'.
- k. The name 'Lane' cannot be used for a public road. "Lane" is for private access ways only.
- l. If more than one road or access way is being named, consideration must be given to the names sharing a common theme. Where there is an existing theme or grouping of names in an area, consideration should be given to new names having an appropriate association with existing names in the area.
- m. Road types must comply with Schedule 1

9. Renaming of roads

The name of an existing road or access way may only be changed if a clear benefit to the community can be demonstrated. Examples of this are the incorrect spelling of a name, eliminating duplication in spelling or sound, preventing confusion arising from major changes to road layout or to make geographical corrections

10. Private Access Ways

For the naming of an access way, the following rules also apply:

- a. The name chosen for an access way must be a 'Lane' (e.g. Oaks Lane)



- b. If the access way currently services other existing properties then the property owners must be consulted and evidence of this consultation provided to Council.
- c. The private access way must not be vested in Council
- d. The access way must service a minimum of six lots.
- e. The numbering of the street where the access way is created must not be altered with the exception of the lot being subdivided in its entirety.
- f. The numbering of the lots within the subdivision that will be serviced by the access way must follow Council's existing numbering system.
- g. Council is not responsible for any external agencies refusal to acknowledge the access way name.
- h. Council's refuse collection service will only collect from the road (not up the access way).
- i. Signage displaying the name must be within the boundaries of the access way or as agreed on private property created by the subdivision. This signage must be in reverse colours to that used by the public street name system. Supplementary signage must be fixed to the access way name blade stating that the access way is 'Private Access' and 'No Exit'.
- j. Council will not be responsible for any costs associated with the construction and maintenance of the access way or any related signage.

11. Open spaces

For the naming of an open space, the following rules also apply:

- a. Any naming or renaming of open spaces must consider the obligations set out in Part 6 of the Local Government Act 2002.
- b. Reserves must be named or renamed by resolution of Council and in accordance with the Reserves Act 1977.
- c. The Naming of Reserves should also follow the policies as outlined in the General Polices Reserve Management Plan 2019 (see 11.11 of the GPRMP) or any subsequent replacement policies. The naming of open spaces (those that are not reserves) should use the General Policies RMP criteria as a guideline when naming an open space.



12. Decisions on names

Subject to LINZ approval, the final decision on road, access way and open spaces names rests with Council. Council may, at its sole discretion, delegate this decision making function to another body or member of staff.³

13. Relevant Legislation

Matamata-Piako District Council is responsible for the naming of roads under the Local Government Act 1974 Section 319.

Where a reserve is vested in Council, the Minister of Conservation or Council may specify or change the name of a reserve by notice in the Gazette (Section 16(10) Reserves Act 1977).

14. Related Policies, Strategies or Guidelines

This Policy complies with The Australian/New Zealand Standard on Rural and urban addressing AS/NZS 4819:2011.

15. Audience

- a. Council
- b. Council staff
- c. Developers
- d. Mana Whenua
- e. The community

16. Measurement and Review

This policy will be reviewed yearly by the Asset Manager – Strategy and Policy.

³ Delegations will be made by Council resolution and recorded in Council's delegations register.



Schedule 1

Road type	Abbreviation	Description	Open ended	Cul-de-sac	Pedestrian only
Alley	Aly	Usually narrow roadway in a city or towns.	√	√	
Arcade	Arc	Passage having an arched roof or covered walkway with shops along the sides.			√
Avenue	Ave	Broad roadway, usually planted on each side with trees.	√		
Boulevard	Blvd	Wide roadway, well paved, usually ornamented with trees and grass plots.	√		
Circle	Cir	Roadway that generally forms a circle; or a short enclosed roadway bounded by a circle.	√	√	
Close	Cl	Short enclosed roadway.		√	
Court	Crt	Short enclosed roadway, usually surrounded by buildings.		√	
Crescent	Cres	Crescent shaped roadway, especially where both ends join the same thoroughfare.	√		
Drive	Dr	Wide roadway without many cross- streets.	√		
Glade	Gld	Roadway usually in a valley of trees.	√	√	
Green	Grn	Roadway often leading to a grassed public recreation area.		√	
Grove	Grv	Roadway that features a group of trees standing together.		√	
Highway	Hwy	Main thoroughfare between major destinations.	√		
Lane	Lane	Narrow roadway between walls, buildings or a narrow country roadway. (reserved exclusively for non-public roads)	√	√	√
Loop	Loop	Roadway that diverges from and rejoins the main thoroughfare.	√		
Mall	Mall	Wide walkway, usually with shops along the sides	√		
Mews	Mews	Roadway having houses grouped around the end.		√	
Parade	Pde	Public roadway or promenade that has good pedestrian facilities along the side.	√		
Place	Pl	Short, sometimes narrow, enclosed roadway.		√	
Promenade	Prom	Wide flat walkway, usually along the water's edge.			√
Quay	Qy	Roadway alongside or projecting into the water.	√	√	
Rise	Rise	Roadway going to a higher place or position	√	√	
Road	Rd	Open roadway primarily for vehicles. In general rural roads should be called road.	√		
Square	Sq	Roadway which generally forms a square shape, or an area of roadway bounded by four sides.	√	√	
Steps	Stps	Walkway consisting mainly of steps.			√
Street	St	Public roadway in an urban area, especially where paved and with footpaths and buildings along one or both sides.	√		
Terrace	Tce	Roadway on a hilly area that is mainly flat.	√	√	
Track	Trk	√ Walkway in natural setting.			√
View	View	A road with a view	√	√	
Walk	Walk	Thoroughfare for pedestrians			√
Way	Way	Short enclosed roadway. (reserved exclusively for non-public roads)		√	
Wharf	Whrf	A roadway on a wharf or pier.	√	√	√



8 Ngā Pūrongo Whakamārama | Information Reports

8.1 April 2025 Finance Report

CM No.: 3047161

Te Kaupapa | Purpose

The April 2025 financial report is presented for Council's information.

Rāpopotonga Matua | Executive Summary

The April 2025 financial report is attached and presented for Council's information.

Tūtohunga | Recommendation

That:

1. The April 2025 financial report be received.

Ngā Tāpiritanga | Attachments

[A↓.](#) April 2025 Finance Report



Ngā waitohu | Signatories

Author(s)	Ajay Kumar Kaitiaki Whakahaere Pūtea Management Accountant	
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Approved by	Larnia Rushbrooke Pou Pūtea, Ratonga Pakihi Finance & Business Services Manager	
	Kelly Reith Hautū Tāngata, Kāwana me ngā Hononga Group Manager People, Governance & Relationships	

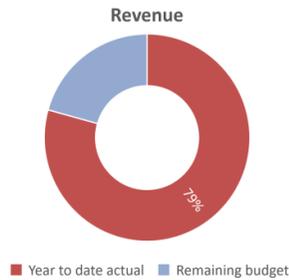
Monthly Report - April 2025

SUMMARY FINANCIALS BY ACTIVITY

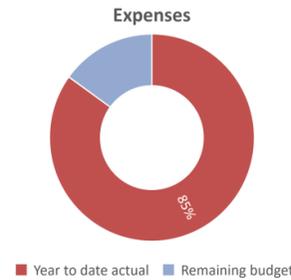
At the end of April we are 83% of the way through the 2024-25 financial year. The graphs below show how our operating and capital budgets are tracking at this point per activity. The operating graphs in blue, and capital graphs in green, indicate that the activity is tracking largely in line or favourably to budget. Graphs in red show areas of concern. The Funding Impact Statement follows these graphs, showing how we are performing against budget in funding our operating expenditure and our capital expenditure on an overall basis.

Community Facilities

OPERATING



Actual \$14.8m **Budget \$15.6m**
Revenue from fees and charges is below budget by \$836k, mainly in the Spas and Pools areas. In hindsight, these budgets were set optimistically high, particularly given the difficult economic environment. For Te Aroha Mineral Spas, income is \$548k behind budget. The addition of two new baths last year and increased prices was expected to generate significantly more income this year, but that has not been the case. Compared to this time last year, income is actually 5% higher, despite a 2% drop in visitor numbers and other issues affecting capacity including issues with water and the geyser, but still well behind budget. Similarly, Domain House Beauty sales are \$108k below budget, with an 8% reduction in admission numbers and one less therapist operating since November 2024. However the income is 2% higher than the same period last year. Pools income is 15% higher than the same period last year, yet still behind budget by \$46k. Revenue expectations have been updated in the 2025-26 annual plan to reflect these trends.



Actual \$13.7m **Budget \$13.5m**
Overall payments to staff and suppliers are \$65k higher than budget. Morrinsville Swim Zone pool painting costs was \$182k. Te Aroha Office building seismic assessment costs was \$71k unbudgeted. Building maintenance works undertaken higher than budget \$88k at the various Pensioner Housing and Own Your Own (OYO) facilities. Matamata Civic Centre costs are \$45k higher than budget. Finance costs are \$306k higher than budget. These are offset by lower overhead charges \$425k.

CAPITAL



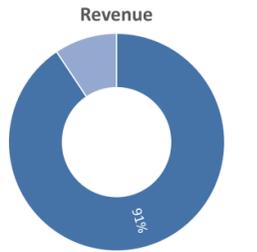
Actual \$2m **Budget \$1.8m**
Higher financial contributions received (parks & reserves) from developments in Matamata and Morrinsville.



Actual \$3.1m **Budget \$1.9m**
Capital works include \$1.9m spent on Matamata Indoor Stadium and \$87k on land purchase for Matamata Inner walkway project. Renewal works undertaken include \$218k on Matamata Domain toilets, \$123k TA Mineral Spas Room, \$148k for Matamata Swim Zone Covers and Changing Rooms, \$95k for Tui Domain pedestrian bridge, \$53k TA EPH, \$59k MM EPH, \$70k Te Aroha Library roof replacements. It is anticipated \$3m will be spent by 30 June for the Matamata indoor stadium and \$1.5m budget for destination playgrounds will be carried forward to 2025-26.

Rubbish and Recycling

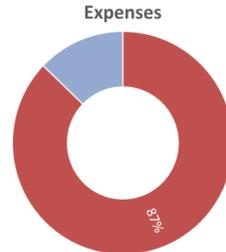
OPERATING



■ Year to date actual ■ Remaining budget

Actual \$5.1m **Budget \$4.7m**

The waste minimisation subsidy received to date is \$323k more than budget with the MFE subsidy being \$72k higher than budget.

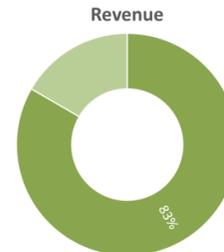


■ Year to date actual ■ Remaining budget

Actual \$4.8m **Budget \$4.6m**

Refuse Transfer Station (RTS) and kerbside contracts are tracking higher than budget. CPI adjustments on the RTS contract for March to June 2025 quarter are yet to be received, and CPI adjustments for the January to June 2025 quarter are yet to be received for the kerbside contract.

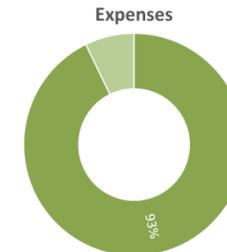
CAPITAL



■ Year to date actual ■ Remaining budget

Actual \$269,000 **Budget \$58,000**

The surplus from operations \$293k becomes available funding for capital spending hence reducing the need for external borrowing.



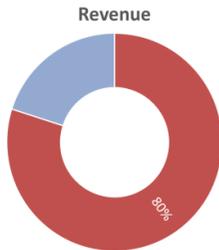
■ Year to date actual ■ Remaining budget

Actual \$464,000 **Budget \$417,000**

\$262k has been spent to date on Morrinsville Leachate and Waihou Leachate Pump Station Upgrade works carried forward from the 2023-24 budget. \$155k has been spent on Waihou RTS roading upgrade.

Roading

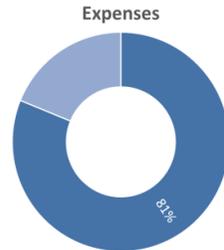
OPERATING



■ Year to date actual ■ Remaining budget

Actual \$11.2m **Budget \$11.6m**

NZTA subsidies received are lower than budget as a result of seasonal variation and also due to the NZTA funding being approved after Council's budget was set, at approx. \$430k lower than budgeted. This shortfall in budget will be reflected in our year end results. Furthermore, corridor access requests and overweight permits income are also lower than budget.



■ Year to date actual ■ Remaining budget

Actual \$7.8m **Budget \$8m**

Subsidised roading costs are \$132k lower than budget and unsubsidised roading costs are \$187k lower than budget. These are offset largely by higher than anticipated Sealed Pavement maintenance \$266k and Traffic Services maintenance \$91k. Furthermore, interest costs are also \$82k higher than budget. Offset by lower internal and overhead charges \$339k in April.

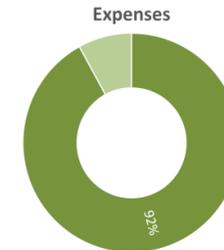
CAPITAL



■ Year to date actual ■ Remaining budget

Actual \$13.4m **Budget \$12.3m**

Development contributions are \$636k more than budget in Matamata and Morrinsville districts, NZTA subsidy income is \$496k higher than budget mainly due to more works carried out during the summer season. Subsequently, Better off Funding of \$1.3m is anticipated to be received across financial years, and applied to the Matamata and Morrinsville accessibility improvement projects for completion by the end of this financial year with the Te Aroha accessibility improvements scheduled in the 2025-26 financial year.



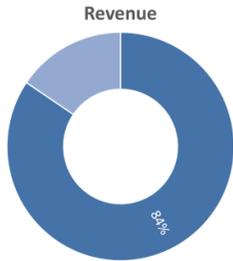
■ Year to date actual ■ Remaining budget

Actual \$7.6m **Budget \$6.9m**

Capital expenditure is tracking ahead of budget, partially due to seasonal nature of the work and timing. Note; NZTA has cut funding for the Low Cost Low Risk projects where budget of \$893k was applied for but only \$112k was approved for the 2024-25 financial year.

Stormwater

OPERATING

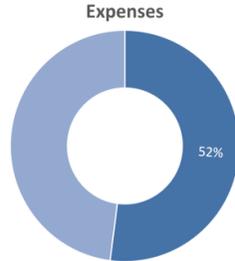


■ Year to date actual ■ Remaining budget

Actual \$1m

Budget \$1m

Tracking to budget.



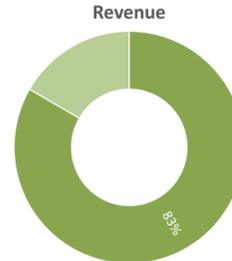
■ Year to date actual ■ Remaining budget

Actual \$491,000

Budget \$787,000

Stormwater operating costs are tracking under budget \$180k, with savings in interest expenses \$138k.

CAPITAL

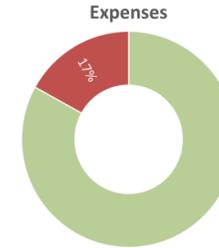


■ Year to date actual ■ Remaining budget

Actual \$855,000

Budget \$855,000

Tracking to budget.



■ Year to date actual ■ Remaining budget

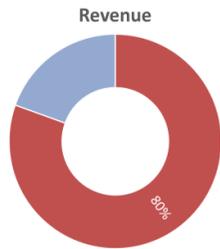
Actual \$280,000

Budget \$1.4m

It is anticipated \$300k would be spent this financial year for the Morrinsville CBD stormwater upgrades, with other projects being carried forward worth \$500k into the 2025-26 and a further \$500k in future years.

Wastewater

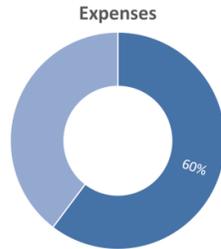
OPERATING



■ Year to date actual ■ Remaining budget

Actual \$8.3m Budget \$8.6m

Trade waste charges are \$326k lower than budget. The budget allowed for some increase in trade waste agreement charges that remains to be progressed.



■ Year to date actual ■ Remaining budget

Actual \$4.6m Budget \$6.4m

\$1.25m (for 10 months) was budgeted to be spent on the desludging of the Te Aroha and Morrinsville Wastewater Treatment Plants - this work has yet to begin as Council awaits an options report to determine the best way forward. Ignoring the impact of the desludging, there are a number of other areas that are both over and underspent, with an overall underspend of \$565k. Finance costs are also \$618k lower than budget as a result of capital works tracking behind budget. Power costs are higher as a result of pumping waste from Waihou to Te Aroha WWTP, and these cost pressures have been addressed in the draft 2025-26 Annual Plan budget.

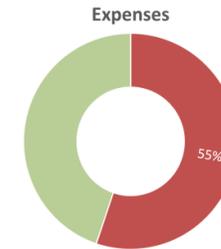
CAPITAL



■ Year to date actual ■ Remaining budget

Actual \$5.1m Budget \$4.2m

Development contributions in Matamata and Te Aroha are \$231k and \$10k lower than budget respectively, offset by contributions at Morrinsville is \$219k higher than budget and \$898k cashflow surplus from operations available funding for capital spending hence reducing the need for external borrowing.



■ Year to date actual ■ Remaining budget

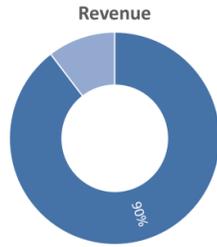
Actual \$17.9m Budget \$27.1m

Wastewater capital works is tracking behind budget. The largest capital spend is at the Matamata wastewater treatment plant upgrade project \$12.8m YTD against 2024-25 annual budget of \$26.5m.

For other capital projects, the total spent is \$4.6m against a total budget of \$8.9m, tracking \$4.3m behind schedule. These projects include \$1.3m spent against \$2.4m budget at the Waihou wastewater treatment plant upgrade project, \$2m spent on budget for reticulation renewals works, \$347k spent at Te Aroha inlet screening and grit system against \$1.2m budget, \$289k for wastewater re-consenting project against \$2.7m budget, \$217k spent for installing flow meter at Morrinsville WWTP against \$97k budget, \$209k spent at Piako Park for sewer trunk main renewals against \$315k budget.

Water

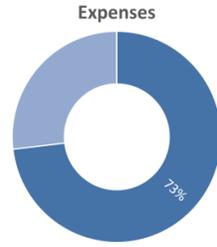
OPERATING



■ Year to date actual ■ Remaining budget

Actual \$9.8m Budget \$9.1m

Metered water income is \$139k lower than budget. This is offset by \$800k Better-off funding that was budgeted in the 2023-24 year but recognised as income in the current financial year.



■ Year to date actual ■ Remaining budget

Actual \$5.5m Budget \$6.3m

Overall, payments to staff and suppliers are tracking \$539k below budget. Within this, there are areas of the budget both under and over. The main areas of overspend include; Contractor costs \$335k mainly in respect of the Morrinsville and Te Aroha water treatment plants and Materials purchased is over by \$77k. These areas of overspend are offset by savings against budget in the following areas; reticulation works subcontractors \$45k, external lab analysis \$276k, KVS internal charging is \$352k under budget particularly in respect of reticulation works. Waters unit internal charging is \$89k below budget. Furthermore, finance costs are \$219k higher than budget.

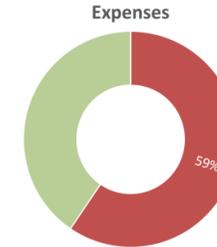
CAPITAL



■ Year to date actual ■ Remaining budget

Actual \$5.2m Budget \$3m

Development contributions in Matamata and Morrinsville are \$61k and \$592k higher than budget respectively.



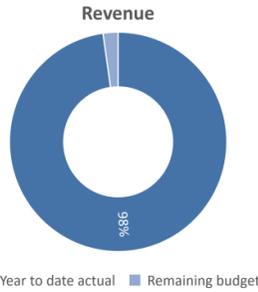
■ Year to date actual ■ Remaining budget

Actual \$5.5m Budget \$7.7m

Water capital works are tracking behind budget mainly due to scoping works being carried out for the Te Aroha resource consent and intake upgrade works \$2m budget will carryover into the 2025-26 year. The other capital projects spent are \$2.5m on Lockerbie Water Treatment Plant works carried forward from the 2023-24 budget, \$1.3m spent on Studholme Street Morrinsville watermain upgrade renewals, \$356k on Tahuna bore, in Te Aroha \$524k on water main renewals, \$128k on river intake renewal, \$114k on water retic renewal program, and in Matamata \$562k on water retic renewal program.

Strategy and Engagement

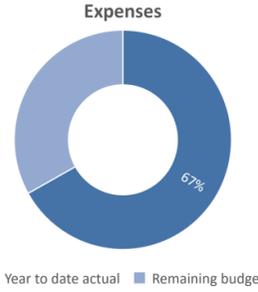
OPERATING



Actual \$8.5m

Budget \$7.2m

\$432k Better off Funding for Matamata Connectivity project and \$113k for the 3 Waters transition funding have been received. In addition the interest and investment income is \$506k higher than budget.



Actual \$6.4m

Budget \$8m

There are budget underspends mainly on digital enablement \$294k, district plan review \$144k, election costs \$49k but these are anticipated to come in the first half of 2025-26. Staff salaries are \$246k under due to vacancies and staff secondment and leave covered internally. Spending from reserve funds of \$327k to date are associated with the Freedom Camping Bylaw development and implementation (\$27k) which is funded by MBIE, works on restoration of the Te Aroha headstones that were affected by the earthquakes in 2023 (\$17k), 3 Waters business review relating to workforce, AMP and other support services (\$219k), drinking water treatment training (\$21k), Community led initiative grants and materials (\$28k) which are funded by Better Off Funding, and other support and overhead expenses (\$13k).

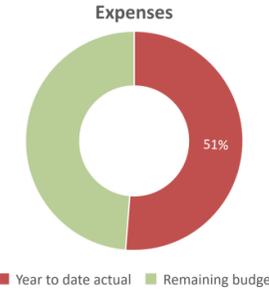
CAPITAL



Actual \$2.1m

Budget \$2,000

The surplus from operations becomes available funding for capital spending and reducing the need for external borrowing.



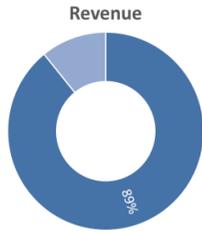
Actual \$1.2m

Budget \$1.9m

Largely tracking to budget. Further plant expenditure to occur before the end of the year.

Consents and Licencing

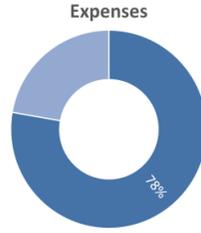
OPERATING



■ Year to date actual ■ Remaining budget

Actual \$7.2m **Budget \$6.7m**

Revenue from fees and charges is \$611k ahead of budget at April 2025. The main variances are in Resource Consent income \$236k higher than budget, Building Consent income \$113k higher than budget and Dog registrations are \$115k higher than budget. Dog registration income were expected to increase due to an increase in fee and has surpassed the annual budget. Furthermore, animal infringements and fines are \$64k higher than budget due to the teams' proactive approach in dealing with infringement issues.



■ Year to date actual ■ Remaining budget

Actual \$6.1m **Budget \$6.5m**

Overall, payments to staff and suppliers is tracking below budget, offset slightly by higher overhead allocations.

COUNCIL-WIDE FUNDING IMPACT STATEMENT

Overall Council Funding Impact Statement - April 2025

	YTD Budget \$000	YTD Actual \$000	Variance \$000	Notes
Sources of operating funding				
General rates, uniform annual general charges, rates penalties	29,808	29,963	155 Favourable	
Targeted rates (includes metered water)	19,238	19,094	(144) Unfavourable	1
Subsidies and grants for operating purposes	3,576	4,785	1,210 Favourable	2
Fees and charges	9,539	9,286	(253) Unfavourable	3
Interest and dividends from investments	500	309	(191) Unfavourable	
Local authorities fuel tax, fines, infringement fees, and other receipts	216	284	68 Favourable	
Total operating funding	62,878	63,721	844 Favourable	
<i>Less budgeted depreciation that is funded from rates and used to fund capital</i>	(18,195)	(18,195)	-	
<i>Less reserve funding that comes from rates</i>	-	-	-	
Cash available to fund operating	44,683	45,526	844 Favourable	
Applications of operating funding				
Payments to staff and suppliers	49,114	44,580	4,534 Favourable	4
Finance costs	3,072	2,572	500 Favourable	5
Other operating funding applications	-	-	-	
Total applications of operating funding	52,186	47,152	5,034 Favourable	
<i>Less operating expenditure funded from reserves</i>	-	-	-	
Cash used to fund operating	52,186	47,152	5,034 Favourable	
Cash surplus/(deficit) from operating (A)	(7,503)	(1,626)	5,878 Favourable	6
Sources of capital funding				
Subsidies and grants for capital expenditure	3,026	3,522	496 Favourable	7
Development and financial contributions	1,800	3,381	1,581 Favourable	8
<i>Add budgeted depreciation that is funded from rates and used to fund capital</i>	18,195	18,195	-	
<i>Add any operating cash surplus available to fund capital (A)</i>	-	-	-	
Cash available to fund assets	23,021	25,098	2,077 Favourable	
Applications of capital funding				
Capital expenditure				
—to meet additional demand	9,434	-	9,434 Underspend	9
—to improve the level of service	22,426	12,813	9,613 Underspend	9
—to replace existing assets	18,774	23,188	(4,414) Overspend	9
Cash used to fund assets	50,634	36,001	14,633 Underspend	
<i>Remaining cash from capital available to reduce debt OR (debt funding of capital required)</i>	(27,613)	(10,903)	16,710 Favourable	10
<i>Add any operating cash deficit that needs to be funded from debt (A)</i>	(7,503)	(1,626)	5,878 Favourable	
Total (increase)/decrease in internal/external debt	(35,117)	(12,529)	22,588 Favourable	11

Notes

- 1 Metered water income is \$139k lower than budget.
- 2 \$800k Better-off funding was budgeted to cover an operational funding shortfall for the Water activity in the 2023-24 year but was received and recognised as income in the current financial year, \$432k of Better-off funding was received for the Matamata Connectivity project, \$113k was received for the 3 Waters transition funding but not budgeted for in this financial year and waste minimisation subsidy received to date is \$323k more than budget. Offset by NZTA Subsidies received are \$344k lower than budget as a result of seasonal variation and also the NZTA funding being approved after Council's budget was set, at approx. \$430k lower than budgeted.
- 3 Pools and spas and Domain house beauty fees and charges income is \$656k behind budget due to the budgets being set optimistically high compared to the previous year, particularly given the difficult economic environment and also as a result of decreased visitor numbers due to hot summer, periods of limited capacity, lack of water availability which is offset by operational decision not to employ additional beauty therapist that has been vacant since November 2024. Trade waste charges are \$326k lower than budget which allowed for some increase in trade waste agreement charges that remains to be progressed. Offset by Resource consent income \$236k higher than budget, Dog registrations \$115k higher than budget which is due to registrations being processed at the start of the financial year and will balance out as the year progresses, animal infringements and fines income is \$64k higher than budget and interest and investment income is \$506k higher than budget.
- 4 Payments to staff and suppliers are lower than budget overall, with a significant underspend of \$1.25m operational budget for desludging work at the Te Aroha and Morrinsville plants (now awaiting options report). The balance is due to seasonal variance, particularly in roading, parks and pools and underspend mainly on digital enablement, district plan review, elections costs which is anticipated in the first half of 2025-26 and staff salaries. Expenditure is higher than budget on power costs as a result of pumping waste from Waihou to Te Aroha WWTP, electrical maintenance costs at the water treatment plants and consultant costs for processing of consents.
- 5 Overall interest costs are lower than budget mainly due to the Matamata Wastewater Treatment Plant upgrade being behind schedule.
- 6 Cashflow from operating activity recorded a surplus of \$5.9m, due to \$800k income recognised from last financial year's Better-off funding that was received in this financial year, \$1.25m is due to the desludging that has been delayed at the Te Aroha and Morrinsville plants awaiting an options report, and numerous seasonal variations in both costs and income across business units.
- 7 At the end of April 2025, NZTA subsidies are \$496k higher than budget, partially expected due to the seasonal nature of the roading work and timing with more work undertaken during the summer period. However, NZTA approved funding for the Low Cost Low Risk projects in the reporting year is \$112k against budget of \$893k.
- 8 Development and financial contributions from Morrinsville and Matamata are significantly ahead of budget for parks & reserves, roading and water activities.
- 9 The Matamata wastewater treatment plant upgrade project is tracking behind schedule with \$12.8m spent against the 2024-25 annual budget of \$26.5m. Capital projects in Water activity is tracking behind budget mainly due to the Te Aroha resource consent an intake upgrade works \$2m will carryover into the 2025-26 year, however \$2.5m has been spent at the Lockerbie Water Treatment Plant works carried forward from the 2023-24 budget. Roading capital works are tracking \$713k ahead of budget, partially due to seasonal nature and the timing of work.
- 10 Higher capital funding from development and financial contributions against budget and lower capital spending, resulted in less requirement to borrow funds.
- 11 Overall cashflow surplus position from both operating and capital activities resulted in less pressure to borrow funds as planned.

TREASURY MANAGEMENT - REVIEW OF COMPLIANCE WITH TREASURY POLICIES

Treasury summary - positions and compliance

Matamata Piako District Council

Month: April 2025 | Currency: NZD | 1. Re-forecasted LTP | 2. 2024 LTP forecast | 3. 2024 LTP forecast - 73%

Interest rate risk



Funding risk



Counterparty credit limits

Counterparty	Compliant?
BNZ	✓
Westpac	✓



Liquidity risk



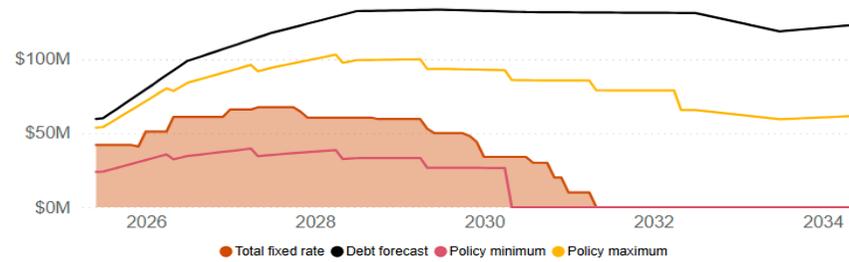
Investments



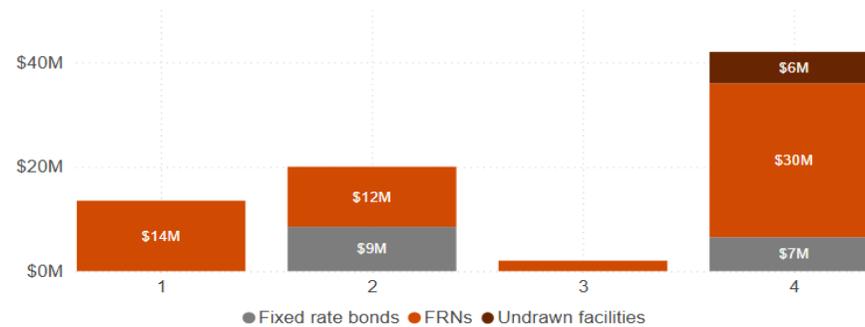
Liquidity ratio

120%
 \$71,500,000
Gross debt less prefunding
 \$63,516,700
Net debt
 \$6,000,000
Undrawn and unlinked bank facilities
 \$7,983,300
Liquid deposits

Interest rate risk profile



Funding and liquidity risk timeline



Loans and deposits by reporting date

Matamata Piako District Council

Reporting date	Instrument	Counterparty						
April 2025	All	All						
Instrument type	CounterParty	Start date	Maturity date	Drawn amount	Limit	InterestRate	Margin_Float	CommitmentFee
Term Deposit	Westpac	28 May 24	28 May 25	\$3,900,000	\$3,900,000	6.30%		
Call Account	BNZ	29 Feb 24	01 Jun 25	\$4,083,300	\$4,083,300			
Floating Rate Note	LGFA	30 Apr 19	15 Apr 26	\$3,000,000	\$3,000,000		0.80%	
Floating Rate Note	LGFA	15 Aug 20	15 Apr 26	\$3,500,000	\$3,500,000		0.92%	
Floating Rate Note	LGFA	14 Aug 23	15 Apr 26	\$7,000,000	\$7,000,000		0.54%	
Floating Rate Note	LGFA	16 May 22	15 Oct 26	\$4,000,000	\$4,000,000		0.61%	
Floating Rate Note	LGFA	30 Apr 19	15 Apr 27	\$2,500,000	\$2,500,000		0.90%	
Floating Rate Note	LGFA	12 Jul 21	15 Apr 27	\$3,500,000	\$3,500,000		0.57%	
Floating Rate Note	LGFA	17 Oct 22	15 Apr 27	\$1,500,000	\$1,500,000		0.84%	
Fixed Rate Bond	LGFA	30 Jan 24	15 Apr 27	\$8,500,000	\$8,500,000	5.32%		
Floating Rate Note	LGFA	14 Dec 22	15 Oct 27	\$2,000,000	\$2,000,000		0.76%	
Standby Facility	Westpac	30 Apr 19	30 Apr 28	\$0	\$6,000,000		1.35%	0.45%
Floating Rate Note	LGFA	14 Mar 22	15 May 28	\$4,000,000	\$4,000,000		0.72%	
Floating Rate Note	LGFA	14 Dec 22	15 May 28	\$2,000,000	\$2,000,000		0.78%	
Floating Rate Note	LGFA	15 Apr 24	15 May 28	\$5,500,000	\$5,500,000			
Floating Rate Note	LGFA	07 Oct 24	15 May 28	\$3,500,000	\$3,500,000		0.94%	
Floating Rate Note	LGFA	16 Dec 24	15 May 28	\$8,000,000	\$8,000,000		0.93%	
Fixed Rate Bond	LGFA	04 Jun 24	20 Apr 29	\$6,500,000	\$6,500,000	5.55%		
Floating Rate Note	LGFA	15 Apr 25	20 Apr 29	\$6,500,000	\$6,500,000		1.05%	



8 Ngā Pūrongo Whakamārama | Information Reports

8.2 Minutes of Te Manawhenua Forum mō Matamata-Piako - 3 June 2025

CM No.: 3047068

Te Kaupapa | Purpose

The purpose of this report is to provide an update to Council on the Te Manawhenua Forum mō Matamata-Piako meeting held on 3 June 2025.

Rāpopotonga Matua | Executive Summary

Unconfirmed minutes of the Te Manawhenua Forum mō Matamata-Piako meeting of 3 June 2025, are attached to this report for information.

Tūtohunga | Recommendation

That:

1. The information be received.

Horopaki | Background

Following the introduction of the Local Government Act 2002 (Act), Matamata-Piako District Council committed to establish the Te Manawhenua Forum mō Matamata-Piako (Forum) as a standing committee of Council on 8 July 2004. The Forum maintains links with mana whenua to foster effective relationships with iwi representatives as a mechanism for Council to meet their obligations under the Act.

The purpose of the Forum is to facilitate tangata whenua contribution to Councils decision-making.

Iwi authorities appoint a principal and alternate representative of their respective iwi. These include:

- Ngāti Hauā
- Ngāti Hinerangi
- Ngāti Maru
- Ngāti Pāoa
- Ruakawa
- Ngāti Tumutumu
- Ngāti Whanaunga
- Ngāti Tamaterā (*invited but yet to appoint representatives*)

Council representatives include:

- The Mayor
- The Deputy Mayor
- Te Toa Horopū ā Matamata-Piako Councillor (Māori Ward Councillor)

Ngā Tāpiritanga | Attachments

[A↓](#). Minutes of Te Manawhenua Forum mō Matamata-Piako - 3 June 2025



Ngā waitohu | Signatories

Author(s)	Stephanie Hutchins Kaitohu Mātāmua Kāwana Senior Governance Advisor	
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Approved by	Tamara Kingi Kaiārahi Kāwana Governance Team Leader	
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Te Manawhenua Forum Mo Matamata-Piako



Mēneti Wātea | Open Minutes

Item 8.2



Minutes of an ordinary meeting of the Te Manawhenua Forum Mo Matamata-Piako held in the Council Chambers, 35 Kenrick Street, TE AROHA on Tuesday 3 June 2025 at 10:00.

[The meeting livestream link is available to view here](#)

Ngā Mema | Membership

**te kaunihera ā-rohe o |
Matamata-Piako District
Council**

Manuhuia | Mayor
Adrienne Wilcock, JP

Koromatua Tautoko | Deputy Mayor
James Thomas

Kaunihera ā-Rohe | District Councillors
Mātua Gary Thompson

Ngāti Hauā

Mema Tūturu | Principal Member
Whaea Te Ao Marama Maaka

Mema Tautoko | Alternate Member
Whaea Rangitonga Kaukau

Ngāti Hinerangi

Whaea Dianna Vaimoso

Hinerangi Vaimoso (Tiamana | Chair)

Ngāti Maru

Mātua Craig Solomon

Mātua Wati Ngamane

Ngāti Rāhiri-Tumutumu

Whaea Jill Taylor

Mātua Norm Hill

Ngāti Pāoa

Mātua Tahuariki Thompson

Whaea Glenice Puke

Ngāti Whanaunga

Mātua Michael Baker

Mātua Gavin Anderson

Raukawa

Mātua Leo Whaiapu

Whaea Andrea Julian

Ngāti Tamaterā

Vacant

Vacant

Attachment A



Te Manawhenua Forum Mo Matamata-Piako
3 June 2025



Ngā whakapāha | Apologies

Name	Position/Organisation
Norm Hill	Ngāti Rāhiri-Tumutumu
Gary Thompson	Matamata-Piako District Council

Ngā mema i reira o runga te tūhono ipurangi | Members present via audio/visual link

Name	Position/Organisation	Time In	Time Out
Michael Baker	Ngāti Whanaunga	10.00am	10.28am

Ngā mema kua tae ā-tinana | Members Present

Name	Position/Organisation	Time In	Time Out
Hinerangi Vaimoso	Ngāti Hinerangi	10.00am	10.28am
Dianna Vaimoso	Ngāti Hinerangi	10.00am	10.28am
Jill Taylor	Ngāti Rāhiri-Tumutumu	10.00am	10.28am
Leo Whaiapu	Raukawa	10.00am	10.28am
Rangitionga Kaukau	Ngāti Hauā	10.00am	10.28am
Adrienne Wilcock	Matamata-Piako District Council	10.00am	10.28am
James Thomas	Matamata-Piako District Council	10.00am	10.28am
Andrea Julian	Raukawa	10.15am	10.28am

Kaimahi i reira | Staff Present

Name	Title	Item No.
Tuatahi Nightingale-Pene	Pou Tūhono Iwi Relationship Manager	7.1
Tamara Kingi	Kaiārahi Kāwana Governance Team Leader	7.2
Jayshree Kanji	Kaiwhakamahere Rautaki RMA Paetahi Graduate RMA Policy Planner	8.1
Carolyn McAlley	Kaiārahi Rautaki RMA Team Leader RMA Policy	8.1
Charlotte Walker	Kaitohu Kaupapahere Paetahi Graduate Policy Advisor	8.2
Tamara Kingi	Kaiārahi Kāwana Governance Team Leader	8.3

I reira | In Attendance

There were no external speakers in attendance.

1 Whakatūwheratanga o te hui | Meeting Opening

Tiamana Hinerangi Vaimoso, welcomed members and staff and declared the meeting open at 10.00am.

2 Karakia | Prayer

Matua Leo Whaipu, performed the opening Karakia.

Pou Tūhono | Iwi Relationship Manager, Tuatahi Nightingale-Pene, performed a mihi whakatau to acknowledge and welcome Whaea Dianna Vaimoso, to the Forum.

**3 Ngā whakapāha | Apologies/Leave of Absence
Apology**

WHAKATAUNGA Ā-KOMITI | COMMITTEE RESOLUTION

That the apology from Cr Gary Thompson and Mātua Norm Hill be accepted and leave of absence from the meeting be granted.

Resolution number AC/2025/00001

Moved by: Whaea J Taylor

Seconded by: Mātua L Whaipu

KUA MANA | CARRIED

4 Pānui i Ngā Take Ohore Anō | Notification of Urgent/Additional Business

Section 46A(7) of the Local Government Official Information and Meetings Act 1987 (as amended) states:

“An item that is not on the agenda for a meeting may be dealt with at that meeting if-

- (a) The local authority by resolution so decides; and
- (b) The presiding member explains at the meeting, at a time when it is open to the public -
 - (i) The reason why the item is not on the agenda; and
 - (ii) The reason why the discussion of the item cannot be delayed until a subsequent meeting.”

Section 46A(7A) of the Local Government Official Information and Meetings Act 1987 (as amended) states:

“Where an item is not on the agenda for a meeting -

- (a) That item may be discussed at that meeting if-
 - (i) That item is a minor matter relating to the general business of the local authority; and
 - (ii) the presiding member explains at the beginning of the meeting, at a time when it is open to the public, that the item will be discussed at the meeting; but
 - (iii) no resolution, decision or recommendation may be made in respect of that item except to refer that item to a subsequent meeting of the local authority for further discussion.”

Te Manawhenua Forum Mo Matamata-Piako
3 June 2025

5 Whākī pānga | Declaration of Interest

Members are reminded of their obligation to declare any conflicts of interest they might have in respect of the items on this Agenda.

6 Whakaaetanga meneti | Confirmation of Minutes

WHAKATAUNGA Ā-KOMITI | COMMITTEE RESOLUTION

That the minutes of the meeting of the Ordinary meeting of the Te Manawhenua Forum Mo Matamata-Piako held on Tuesday, 1 April 2025, be confirmed as a true and correct record of the meeting.

Resolution number AC/2025/00002

Moved by: Deputy Mayor J Thomas

Seconded by: Mayor A Wilcock

KUA MANA | CARRIED

7 Pūrongo me whakatau | Decision Reports

7.1 New appointment for Te Puāwaitanga o Ngāti Hinerangi Iwi Trust

CM No.: 3013141

Te Kaupapa | Purpose

The purpose of this report is to inform Te Manawhenua Forum of the new membership from Te Puāwaitanga o Ngāti Hinerangi Iwi Trust.

Rāpopotonga Matua | Executive Summary

Te Puāwaitanga o Ngāti Hinerangi Iwi Trust is giving formal notice to the Te Manawhenua Forum of the new appointment of Whaea Dianna Vaimoso, replacing Mātua Reece Marsh, as their principle representative on the Forum.

Formal notification from Te Puāwaitanga o Ngāti Hinerangi Iwi Trust is attached.

WHAKATAUNGA Ā-KOMITI | COMMITTEE RESOLUTION

That:

- 1. Whaea Dianna Vaimoso, be welcomed to the Forum and appointed as the new Te Puāwaitanga o Ngāti Hinerangi Iwi Trust principal representative.**

Resolution number AC/2025/00003

Moved by: Whaea J Taylor

Seconded by: Mayor A Wilcock

KUA MANA | CARRIED

7.2 Standing Orders

CM No.: 3033728

Te Kaupapa | Purpose

The purpose of this report is to seek agreement to amend the Standing Orders adopted by the Te Manawhenua Forum mō Matamata-Piako on 6 December 2022, to:

- include the provision for members to attend meetings via audio and visual links, and be counted towards a quorum
- extend the timeframe for requesting public forums from one clear working day to three clear working days
- extend the timeframe for requesting deputations from five clear working days to eight clear working days

Rāpopotonga Matua | Executive Summary

The adoption of Standing Orders and any amendment to Standing Orders must be made by a vote of not less than 75% of the members present. Standing Orders apply to all meetings of the local authority, its committees, subcommittees and subordinate decision-making bodies.

The Standing Orders can be found here: [standing-orders](#). Matamata-Piako District Council adopted the suggested amendments to Standing Orders at their meeting on 26 March 2025.

WHAKATAUNGA Ā-KOMITI | COMMITTEE RESOLUTION

That:

1. The information be received.
2. Standing Orders are amended to reflect Schedule 7 of the Local Government Act, clause 25A, which now allows provision for Council and Committee members to attend meetings by audio / visual link as follows:
 - Clause 13.8: Member's status: quorum – Provided conditions in 13.1, 13.7, 13.11 and 13.12 of the Standing Orders have been satisfied, and in accordance with Schedule 7 of the Local Government Act, clause 25A (4), a member of the local authority or committee who attends a meeting by means of audio link or audio-visual link, is to be counted as present for the purpose of a quorum.
3. Standing Orders are further amended to:
 - Clause 15.1: Time limits to request to speak at a public forum – requests to speak at a public forum must be made to the Chief Executive, or their delegate, at least three clear working days before the meeting (previously one clear day). However, the requirement of notice may be waived by the Chairperson.
 - Clause 16.1: Deputations – requests to speak at a deputation must be made to the Chairperson, or their delegate, at least eight working days before a meeting (previously five working days). However, the requirement of notice may be waived by the Chairperson.

Resolution number AC/2025/00004

Moved by: Whaea J Taylor
Seconded by: Whaea D Vaimoso

KUA MANA | CARRIED

8 Ngā Pūrongo Whakamārama | Information Reports

8.1 District Plan & RMA Update

CM No.: 3031440

Te Kaupapa | Purpose

The purpose of this report is to provide Te Manawhenua Forum with an update on the rolling review of the District Plan, the proposed Growth Strategy and Resource Management Act Reform.

Rāpopotonga Matua | Executive Summary

A District Plan and Resource Management Reform summary is provided below. The update specifically refers to Waharoa (PC49), Papakāinga (PC54), Fonterra Waitoa (PPC55), Calcutta (PPC57), and the National Planning Standards (PC61), the proposed MPDC Growth Strategy, Resource Management Act Reform (RMA Reform) and the Hauraki Gulf Forum (HGF). Jayshree Kanji and Carolyn McAlley are available to deliver the update and answer any questions.

WHAKATAUNGA Ā-KOMITI | COMMITTEE RESOLUTION

That:

1. The report be received.

Resolution number AC/2025/00005

Moved by: Whaea R Kaukau

Seconded by: Whaea J Taylor

KUA MANA | CARRIED

8.2 Policy and Bylaw Update

CM No.: 3032698

Te Kaupapa | Purpose

To provide an update on the adoption of the Policies and Bylaws which were open for consultation from February to April 2025 and provide the opportunity to give feedback on upcoming reviews and engagement processes.

Rāpopotonga Matua | Executive Summary

Consultation was open from February to April 2025 on the following:

- Fees and Charges 2025/26;
- Gambling Venue Policy;
- TAB Venue Policy;
- Dangerous and Insanitary Buildings Policy;
- Community Safety Bylaw;
- Cemeteries Bylaw;
- Alcohol Licensing Fees Bylaw.

A hearing was held on 7 May 2025 where Council considered all verbal and written submissions. All the policies and bylaws were adopted at the hearing, including some minor amendments following community feedback.

The planned work programme for 2025/26 includes the Policy on Dogs, Dog Control Bylaw, Land Transport Bylaw and Local Easter Sunday Shop Trading Policy, alongside regular legislative reviews of Council's Annual Plan and Fees and Charges for 2026/27.

WHAKATAUNGA Ā-KOMITI | COMMITTEE RESOLUTION

That:

1. The report be received.

Resolution number AC/2025/00006

Moved by: Mātua L Whaiapu

Seconded by: Whaea J Taylor

KUA MANA | CARRIED

8.3 Forum Representatives Update

CM No.: 3033452

Te Kaupapa | Purpose

The purpose of this report is for Forum representatives to provide an update of their activities.

Rāpopotonga Matua | Executive Summary

Forum representatives have the opportunity to provide an update of their activities since the last meeting.

WHAKATAUNGA Ā-KOMITI | COMMITTEE RESOLUTION

That:

1. The information is received.

Resolution number AC/2025/00007

Moved by: Whaea R Kaukau

Seconded by: Mātua L Whaiapu

KUA MANA | CARRIED

Item Discussion notes:

Matariki Grant

Ngāti Hinerangi

- Hautapu at the Ancestral Maunga (first ever for Ngāti Hinerangi)
- Privately owned farm and have been given permission to give public access for their Matariki celebration.

Ngāti Tumutumu

- Range of things in Te Aroha – working with staff at the pools to run a series of sound baths and organising a range of activities at their office at old train station.

Ngāti Hauā and Ngāti Paoa

- Partnering to combine their events (Mātaai Whetū ki Ngāti Hauā and Matariki Breakfast) to celebrate.

Ngāti Hauā – Rangitonga Kaukau - Kaitiaki Trap n Train

- Nga wa tupu kai o Matariki – Planting and artwork event where community is invited to share a light breakfast and work on their māra kai (gardening for food).

General update

Ruakawa

- Three Wahi Tapu/Marae (Te Pou o Mōtai, Ngāti Wehi Wehi and Ruakawa) were going to do combined 100 years celebration of their marae being open but the planning has fallen through due to capacity from a recent large reunion and Easter weather.

8.5 Urgent/Additional Business: Submission to Regulatory Standards Bill

Raised by: Tiamana Hinerangi Vaimoso

Te Kaupapa | Purpose

The purpose of this report is to hear a urgent/additional business item requested by Tiamana Hinerangi Vaimoso.

The Regulatory Standards Bill is currently open to public submissions.

Tiamana Hinerangi Vaimoso, queried members if there was interest from the Forum on whether they would like to make a submission and if they are in agreement for Tiamana Hinerangi Vaimoso, to draft the submission on their behalf.

Submissions close at 1.00pm on 23 June 2025.

The bill aims to support Parliament's scrutiny of legislation, and its oversight and control of the use of delegated powers to make legislation.

Rāpopotonga Matua | Executive Summary

Section 46A(7) of the Local Government Official Information and Meetings Act 1987 (as amended) states:

"An item that is not on the agenda for a meeting may be dealt with at that meeting if-

- (a) The local authority by resolution so decides; and*
- (b) The presiding member explains at the meeting, at a time when it is open to the public -
 - (i) The reason why the item is not on the agenda; and*
 - (ii) The reason why the discussion of the item cannot be delayed until a subsequent meeting."**

Due to the date of submissions closing, this item is considered as a major item to enable the Forum to make a decision on whether they make a submission. The next Forum meeting is not scheduled until after submissions to the Regulatory Standards Bill close.

WHAKATAUNGA Ā-KOMITI | COMMITTEE RESOLUTION

That:

- 1. The Forum considers this item as a major item not on the agenda, pursuant to Section 46A(7)(a)(b) of the local Government Official Information and Meetings Act 1987, to enable a decision to make a submission before the deadline.**
- 2. The Forum approves Tiamana Hinerangi Vaimoso, to draft a submission on behalf of iwi representatives to submit to the Regulatory Standards Bill.**

Resolution number AC/2025/00008

Moved by: Whaea R Kaukau

Seconded by: Whaea D Vaimoso

KUA MANA | CARRIED

8.4 Te Manawhenua Forum Work Programme Update - June 2025

CM No.: 3033738

Te Kaupapa | Purpose

The purpose of this report is to provide an update to the forum on the work programme as confirmed for 2025.

Rāpopotonga Matua | Executive Summary

The work programme is a standing item for each forum hui.

WHAKATAUNGA Ā-KOMITI | COMMITTEE RESOLUTION

That:

1. The information be received.

Resolution number AC/2025/00009

Moved by: Mātua L Whaiapu

Seconded by: Whaea R Kaukau

KUA MANA | CARRIED

Te Manawhenua Forum Mo Matamata-Piako
3 June 2025



10.28 am

The Chairperson thanked Members for their attendance and attention to business and declared the meeting closed and invited Tuatahi Nightingale-Pene, to perform the closing karakia.

CONFIRMED AS A TRUE AND CORRECT RECORD
OF THE MEETING OF TE MANAWHENUA FORUM
MO MATAMATA-PIAKO HELD ON 3 JUNE 2025.

KO TE RĀ | DATE:

TIAMANA | CHAIRPERSON:

Minutes prepared by:

Stephanie Hutchins

*Kaitohu Matāmua Kāwana |
Senior Governance Advisor*

8 Ngā Pūrongo Whakamārama | Information Reports

8.3 External Committee Minutes - May 2025

CM No.: 3039506

Te Kaupapa | Purpose

The purpose of this report is to provide Council with the minutes of recent external committees meetings that Matamata-Piako District Council have representation on.

The minutes attached to this report are from:

- Future Proof Public Transport Subcommittee – 16 May 2025

Rāpopotonga Matua | Executive Summary

At the Council meeting on 9 November 2022, Council resolved to have representation on the following external committees:

Committee	Representative	Alternate Representative
Waikato Civil Defence Emergency Management Group Joint Committee	Cr Russell Smith	
Waikato Regional Transport Committee	Mayor Adrienne Wilcock	Deputy Mayor James Thomas
Regional Triennial Agreement Forum	Mayor Adrienne Wilcock	Deputy Mayor James Thomas
Hauraki Gulf Forum	Cr James Sainsbury	
Hauraki Scheme Subcommittee <i>(formerly Waihou-Piako Flood Protection Advisory Committee)</i>	Cr Sarah-Jane Bourne	Cr Caleb Ansell
Local Government New Zealand: Zone 2	Mayor Adrienne Wilcock	Deputy Mayor James Thomas
Future Proof Implementation Committee	Mayor Adrienne Wilcock	Deputy Mayor James Thomas
Pare Hauraki Collective Working Group	Mayor Adrienne Wilcock	Deputy Mayor James Thomas

Tūtohunga | Recommendation

That:

1. The information be received.

Ngā Tāpiritanga | Attachments

[A↓](#). Minutes of Future Proof Public Transport Subcommittee Meeting - Friday, 16 May 2025



Ngā waitohu | Signatories

Author(s)	Stephanie Hutchins Kaitohu Mātāmua Kāwana Senior Governance Advisor	
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Approved by	Tamara Kingi Kaiārahi Kāwana Governance Team Leader	
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Future Proof
Te Tau Tītoki

MINUTES

**Future Proof Public Transport
Subcommittee Meeting**

Friday, 16 May 2025

Unconfirmed

Order Of Business

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7	General Items	5
7.1	Director's Report	5
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7.4	Travel Time Reliability Measures	6
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8	Karakia Whakamutunga	7

Unconfirmed

Item 8.3
Attachment A

Waikato Regional Council
Future Proof Public Transport Subcommittee Meeting
OPEN MINUTES

Date: Friday 16 May 2025, 9.32am
Location: Council Chambers
Waikato Regional Council
Level 1, 160 Ward Street, Hamilton

Members Present: Bill Wasley – Independent Chair
Cr Angela Strange – Committee Deputy Chair – Waikato Regional Council
Cr Roger Gordon – Waipā District Council (from 10.50am)
Deputy-Mayor Angela O'Leary – Hamilton City Council
Cr Eugene Patterson – Waikato District Council
Cr Pamela Storey – Waikato Regional Council
Deputy-Mayor Liz Stolwyk – Waipā District Council (until 10.50am)
Mayor Adrienne Wilcock – Matamata-Piako District Council
Cr Andy Baker – Auckland Council (non-voting) (virtually via Teams from 9.29am, until 11.39am)
Anthony Curl – CCS Action Disability (non-voting)

In Attendance: Cr Roger Gordon – Waipā District Council (until 10.50am)
Cr Maria Huata – Hamilton City Council (virtually via Teams 11.39am)
Cr Jennifer Nickel – Waikato Regional Council

Staff: Phil King – Director, Regional Transport Connections
Brooke Roebeck – Democracy Advisor
Dave Doggart – Team Lead, Democracy Services

The contents of these minutes meet all legal requirements and include a full set of decisions.

An audio-visual recording of the open session of the meeting is available on Waikato Regional Council's public website.

Recording	Document ID #	YouTube Link
Recording 1	#32121824	https://youtu.be/xlO-5F4lsm8
Recording 2	#32121641	https://youtu.be/C_YHh-ZC5JU

1 KARAKIA TIMATANGA

Item commenced in recording 1 at start.

The Director, Regional Transport Connections (Phil King) opened the meeting with a karakia.

2 APOLOGIES

Item commenced in recording 1, at 40 seconds.

COMMITTEE RESOLUTION FPPTS25/10

Moved: Cr Pamela Storey

Seconded: Deputy-Mayor Angela O'Leary

That the apologies of Crs Maxine van Oosten and Sarah Thomson for absence, and Deputy-Mayor Liz Stolwyk for early departure be accepted.

CARRIED

3 CONFIRMATION OF AGENDA

Item commenced in recording 1, at 1 minute 25 seconds.

COMMITTEE RESOLUTION FPPTS25/11

Moved: Cr Pamela Storey

Seconded: Cr Angela Strange

1. That the agenda of the Future Proof Public Transport Subcommittee Meeting of 16 May 2025, as circulated, be confirmed as the business of the meeting.
2. That the order of items follows the order set out in the minutes.
3. That the meeting may sit longer than two hours continuously and continue longer than six hours including adjournments.

CARRIED

4 DISCLOSURES OF INTEREST

Item commenced in recording 1, at 1 minute 50 seconds.

No interests were disclosed pertaining to items on the agenda or interests not already recorded on a relevant register.

5 PRELIMINARY ITEMS

5.1 HEALTH AND SAFETY STATEMENT

Item commenced in recording 1, at 2 minutes 4 seconds.

The *Health and Safety Statement* was taken as read.

6 MINUTES FOR CONFIRMATION OR RECEIPT

FUTURE PROOF PUBLIC TRANSPORT SUBCOMMITTEE MEETING – 21 FEBRUARY 2025

Item commenced in recording 1, at 2 minutes 45 seconds.

COMMITTEE RESOLUTION FPPTS25/12

Moved: Bill Wasley

Seconded: Deputy-Mayor Liz Stolwyk

That the minutes of the Future Proof Public Transport Subcommittee Meeting held on 21 February 2025 be confirmed as a correct record.

CARRIED

6.1 MINUTES OF THE REGIONAL TRANSPORT COMMITTEE MEETING HELD ON 10 MARCH 2025

Item commenced in recording 1, at 3 minutes 16 seconds.

COMMITTEE RESOLUTION FPPTS25/13

Moved: Cr Angela Strange

Seconded: Cr Eugene Patterson

That the minutes of the Regional Transport Committee Meeting held on 10 March 2025 be received.

CARRIED

7 GENERAL ITEMS

7.1 DIRECTOR'S REPORT

Item commenced in recording 1, at 3 minutes 41 seconds.

Presented by the Transport Working Group Chair (Phil Haizelden) and Manager, Transport Policy and Programmes (Bryan Sherritt).

COMMITTEE RESOLUTION FPPTS25/14

Moved: Cr Eugene Patterson

Seconded: Deputy-Mayor Angela O'Leary

That the *Director's Report* (Future Proof Public Transport Subcommittee, 16 May 2025) be received.

CARRIED

7.2 TE HUIA SUNDAY SERVICE

Item commenced in recording 1, at 50 minutes.

Presented by the Manager, Transport Policy and Programmes (Bryan Sherritt) and the Senior Transport Planner (Jo Gascoigne) who requested that the report be taken as read.

COMMITTEE RESOLUTION FPPTS25/15

Moved: Cr Angela Strange

Seconded: Cr Pamela Storey

1. That the report *Te Huia Sunday Service* (Future Proof Public Transport Subcommittee, 16 May 2025) be received.
2. That the Future Proof Public Transport Subcommittee recommends that Waikato Regional Council support the introduction of the Te Huia Sunday services.

CARRIED

10.36am – The meeting adjourned.

10.50am – The meeting reconvened.

7.3 TE HUIA DEVELOPMENTS

Item commenced in recording 2, at start.

Presented by the Manager, Transport Policy and Programmes (Bryan Sherritt), Senior Transport Planner (Jo Gascoigne) and WRC Contractor (James Llewellyn, Taith Consulting).

COMMITTEE RESOLUTION FPPTS25/16

Moved: Cr Eugene Patterson

Seconded: Mayor Adrienne Wilcock

That the report *Te Huia Developments* (Future Proof Public Transport Subcommittee, 16 May 2025) be received.

CARRIED

7.4 TRAVEL TIME RELIABILITY MEASURES

Item commenced in recording 2, at 26 minutes 2 seconds.

Presented by Team Leader, Contracts and Insights (Vincent Kuo) and Network Monitoring Analyst (Melissa Smith) who requested that the report be taken as read.

COMMITTEE RESOLUTION FPPTS25/17

Moved: Cr Angela Strange

Seconded: Mayor Adrienne Wilcock

That the report *Travel Time Reliability Measures* (Future Proof Public Transport Subcommittee, 16 May 2025) be received.

CARRIED

7.5 PUBLIC TRANSPORT OPERATIONS UPDATE

Item commenced in recording 2, at 34 minutes 15 seconds.

Presented by the Senior Transport Analyst (Kana Sakai) and Team Leader, Contracts and Insights (Vincent Kuo) who requested the report be taken as read.

Action: A member requested the committee be provided an update on a previous resolution (FPPTC23/15, Future Proof Public Transport Subcommittee, 25 August 2023).

COMMITTEE RESOLUTION FPPTS25/18

Moved: Deputy-Mayor Angela O'Leary

Seconded: Mayor Adrienne Wilcock

That the report *Public Transport Operations Update* (Future Proof Public Transport Subcommittee, 16 May 2025) be received.

CARRIED

8 KARAKIA WHAKAMUTUNGA

Item commenced in recording 2, at 49 minutes 45 seconds.

The Democracy Advisor (Brooke Roebeck) closed the meeting with a karakia.

11.46am – The meeting closed.