

Mr Prebble

AUCKLAND REGION BULK WATER PRICE

[LOCAL]

ANALYSIS

Title	2. Interpretation
Preamble	3. Act to bind Crown
1. Short Title and commencement	4. Amendment to agreements Schedules

A BILL INTITULED

An Act to amend certain bulk water supply agreements between the Auckland Regional Authority and certain bulk water consumers

5 WHEREAS—

- (a) The Authority and the consumers have entered into agreements on or about the respective dates set against each consumer's name in the second column of the First Schedule hereto whereby the Authority shall supply to each consumer bulk water upon the terms of such agreement until the 31st day of March 1988:
- (b) Each agreement contains provisions prescribing the method by which the price for bulk water shall be fixed for each 2-year period, the next of which commences on the 1st day of April 1980, and it is in the public interest that those provisions be amended to enable the method by which such price is calculated to be varied from time to time:
- (c) The consumers named in Part I of the First Schedule hereto have agreed with the Authority upon the terms of such variation and, although the consumers named in Parts II and III of that Schedule have not so agreed, it is in the public interest that such variation be made to each of the agreements.

No. 45—1

Price 15c

BE IT THEREFORE ENACTED by the General Assembly of New Zealand in Parliament assembled, and by the authority of the same, as follows:

1. Short Title and commencement—(1) This Act may be cited as the Auckland Region Bulk Water Price Act 1979. 5

(2) This Act shall be deemed to have come into force on the 31st day of March 1979.

2. Interpretation—In this Act, unless the context otherwise requires,—

“Authority” means the Auckland Regional Authority constituted by the Auckland Regional Authority Act 1963: 10

“Consumers” means the territorial authorities named in Part I of the First Schedule hereto and Her Majesty the Queen (in respect of defence establishments at Whenuapai and Hobsonville); and “consumer” has a corresponding meaning: 15

“The agreements” means the documents of contract between the Authority and the consumers bearing the respective dates set out against each consumer’s name in the second column of Parts I, II, and III of the First Schedule hereto relating to the Authority’s supply of bulk water to each consumer: 20

“Regional district” means the Auckland regional district established under the Auckland Regional Authority Act 1963. 25

3. Act to bind Crown—This Act shall bind the Crown.

4. Amendment of agreements—(1) Notwithstanding any rule of law to the contrary, each of the agreements is hereby varied by the insertion therein of the provisions set out in the Second Schedule hereto, and shall be read and construed in all respects as if the parties thereto had for valuable considerations passing between them executed a memorandum of variation amending such agreement by inserting therein the said provisions. 30 35

(2) Each consumer shall, within 2 months after being requested by the Authority so to do, execute either a formal memorandum recording the amendment made in its agreement by subsection (1) of this section or, at the Authority’s option, a new memorandum of contract comprising that agreement as so varied. 40

(3) Notwithstanding anything in the agreements (as varied by this section), the provisions set out in the Second Schedule hereto shall, in the years 1979 and 1980, be read and construed in all respects as if every reference to a date were a reference to the date 4 months later.

SCHEDULES

FIRST SCHEDULE

Section 2

PART I

NAME OF TERRITORIAL AUTHORITY	DATE OF AGREEMENT
Auckland City Council	15 November 1967
Birkenhead City Council	19 October 1970
Devonport Borough Council	17 August 1970
Glen Eden Borough Council	20 July 1970
Henderson Borough Council	21 September 1970
Howick Borough Council	9 June 1970
Manukau City Council	19 June 1972
Mt Eden Borough Council	20 July 1970
Mt Roskill Borough Council	17 August 1970
Mt Wellington Borough Council	20 July 1970
New Lynn Borough Council	20 July 1970
Newmarket Borough Council	11 February 1970
Northcote Borough Council	19 October 1970
One Tree Hill Borough Council	20 November 1967
Otahuhu Borough Council	20 July 1970
Papatoetoe City Council	21 September 1970
Takapuna City Council	17 March 1970

PART II

East Coast Bays City Council	21 September 1970
Ellerslie Borough Council	20 July 1970
Mt Albert City Council	20 July 1970
Waitemata City Council	20 July 1970
(as successor to the former Waitemata County Council)	

PART III

Her Majesty the Queen (in respect of defence establishments at Whenuapai and Hobsonville)	20 July 1970
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SECOND SCHEDULE

Section 2

ADDITIONAL PROVISIONS TO BE INSERTED IN AGREEMENT

1. The provisions of this agreement relating to the biennial fixing of the bulk water price (hereinafter called the price clause) may be varied from time to time in accordance with the following provisions, and upon being so varied shall stand as varied until further varied as aforesaid.

2. Commencing in 1979 (being the year before the next biennial bulk water price fixing) and every second year thereafter during the term of this agreement—

(a) The local authority shall, not later than the 31st day of March, appoint a representative empowered and directed—

(i) To attend a general meeting of similar representatives of all other bodies having with the Authority a bulk water supply agreement similar to this agreement (which other bodies are in this clause together with the local authority called the consumers):

(ii) At such meeting to participate in the appointment by simple majority of those present at the general meeting of not more than 6 persons to be a committee of assessors (hereinafter called the assessors) charged with the duty of discussing and negotiating bulk water matters with the Authority on behalf of the consumers by the 30th day of June following their appointment:

(b) The local authority shall take all reasonable measures to ensure that such general meeting is held not later than the 30th day of April and that the assessors are duly appointed and empowered:

(c) The Authority shall, through its authorised representatives, receive the assessors at mutually convenient times between the date of their appointment and the 30th day of June following, and may negotiate with the assessors any variation of the provisions of the price clause hereof. The Authority shall, not later than the following 31st day of July, post to the consumers notice of the decision of the Authority and the assessors upon such negotiations:

(d) Unless by 4 p.m. on the following 31st day of August written objections to the said decision are lodged with the Authority by at least 25 percent in number of the consumers, the said decision shall, on that day, become final:

(e) If written objections, setting out the grounds of objection and the relief sought by the objecting consumers, are lodged by the aforesaid time by at least 25 percent in number of the consumers, such objections shall be referred to the assessors and to the representatives of the Authority for consideration of the objections and for final determination of the matters raised thereby, with such consequent amendment of the said decision as the case may require. Such final determination shall be made by the following 30th day of September and

SECOND SCHEDULE—*continued*

the Authority shall give notice of it to the consumers by the following 7th day of October, whereupon the said decision, amended as appropriate in accordance with such final determination, shall become final:

- (f) Upon becoming final under paragraph (d) or paragraph (e) of this subclause, the said decision, amended under paragraph (e) of this subclause if the case so requires, shall take effect and bind the parties hereto as a variation of this agreement in all respects as if for valuable considerations the parties hereto had entered into a formal agreement for such variation:
- (g) The failure of the local authority or of any other of the consumers to appoint and empower a representative under paragraph (2) (a) of this clause, or its representative's failure to act, shall not invalidate any proceedings of a general meeting as aforesaid or any action of the assessors appointed thereby:
- (h) If assessors are not appointed as aforesaid, or if the assessors do not act, the Authority may by itself, not later than the 31st day of July in the year in question, make and give notice of any decision which could have been made by negotiation under paragraph (2) (c) of this clause and the provisions of paragraph (2) (d), (e), and (f) of this clause shall apply to such decision of the Authority.