

PARTIES

- (1) **SELWYN DISTRICT COUNCIL**, a territorial authority established under the Local Government Act 2002 (**SDC**)
- (2) **SELWYN WATER LIMITED**, a company incorporated in New Zealand to be a water organisation pursuant to the Local Government (Water Services) Act 2025 (**Selwyn Water**)

BACKGROUND

- A. Selwyn Water is a council-controlled organisation, being a wholly owned subsidiary of SDC, and was established to carry out SDC's role of delivering drinking water and wastewater services in the Selwyn district, pursuant to the Local Government (Water Services) Act 2025 (the **Act**).
- B. On 26 June 2026, the Board of Selwyn Water resolved, in accordance with section 120 of the Act, to adopt a development contributions policy, in substantially the same form as that previously adopted by SDC (the **Development Contributions Policy**).
- C. The Development Contributions Policy will come into force on 1 July 2026.
- D. This agreement is entered into by the parties under section 127 of the Act, to provide for SDC to administer part of Selwyn Water's Development Contributions Policy on its behalf.

THIS AGREEMENT RECORDS THAT:

1. SDC will administer the following parts of the Development Contributions Policy on behalf of Selwyn Water:
 - a. assessing any application for a resource consent or a building consent which it receives against the Development Contributions Policy and determining the amount of development contributions (if any) the developer is required to pay. Where SDC determines that a developer is required to pay development contributions, it will advise Selwyn Water of the outcome of that assessment;
 - b. issuing any notices requiring developers to pay development contributions;
 - c. administering the reconsideration process; and
 - d. administering the objections process, including recovering the costs under section 136 of the Act, subject to clause 5 below,together, the **SDC Services**.
2. Selwyn Water will administer the following parts of the Development Contributions Policy on its own behalf:
 - a. determining the level of development contributions a developer is required to pay when applying for approval of a water and wastewater service connection;
 - b. invoicing developers for development contributions (regardless of whether the assessment of the requirement to pay development contributions was performed by SDC or Selwyn Water);
 - c. administering any postponed payments of a development contribution;
 - d. collecting any outstanding amounts of development contributions, including taking any debt recovery steps and/or enforcement action;

- e. deciding the outcome of any reconsideration requested under section 131 of the LGWSA;
 - f. acting as a party to any proceedings in relation to an objection made under section 133 of the LGWSA; and
 - g. where payment is received, providing confirmation to SDC that it has received payment.
3. If SDC receives any development contributions under this Development Contributions Policy, it must transfer those development contributions to Selwyn Water as soon as reasonably practicable.
 4. In return for the SDC Services, Selwyn Water will pay to SDC the amount set out in Schedule 1 to this Agreement and on the terms set out in that Schedule, to be agreed between the parties.
 5. In recovering costs of an objection under clause 1.(d) above:
 - a. no person will be required to pay more than the actual and reasonable costs of an objection;
 - b. SDC must not recover, or attempt to recover, any costs from a person if Selwyn Water has already recovered those costs; and
 - c. Selwyn Water must not recover, or attempt to recover, any costs from a person if SDC has already recovered those costs.
 6. This agreement will be publicly available, as required by section 127(5)(b) of the Act.
 7. This agreement may be amended only by agreement of the parties in writing.
 8. In the event of any dispute between the parties arising out of this agreement:
 - a. Senior representatives of the parties will, in the first instance, meet and discuss the dispute.
 - b. If the discussions referred to in subclause (a) fail to resolve the relevant dispute within 10 working days, either party may, by written notice to the other party, require the respective CEOs of each party to meet at least once (and within 10 working days of the date of the notice) to discuss and resolve the dispute.
 - c. If the discussions referred to in subclause (b) fail to resolve the relevant dispute within 20 working days of the date of the notice given under that clause, either party may (by written notice to the other party) require that the dispute be submitted for mediation by a single mediator nominated by the President for the time being of the New Zealand Law Society. In the event of any submission to mediation:
 - i. the mediator will not be acting as an expert or as an arbitrator;
 - ii. the mediator will determine the procedure and timetable for the mediation; and
 - iii. the parties will share equally the costs of the mediation.
 - d. No party may issue any legal proceedings (other than for urgent interlocutory relief) relating to any dispute unless the party has first taken all reasonable steps to comply with subclauses (a), (b) and (c).
 9. This agreement may be signed in any number of counterparts, all of which, when taken together, shall constitute one and the same agreement including counterparts signed and transmitted by email.

10. Unless otherwise provided in this agreement, each party will bear its own costs and expenses in connection with the negotiation, preparation and implementation of this agreement.
11. Any delay, failure or forbearance by a party to exercise (in whole or in part) any right, power or remedy under, or in connection with, this agreement shall not operate as a waiver of such right, power or remedy. A waiver of any breach of any provision of this agreement shall not be effective unless that waiver is in writing and is signed by the party against whom that waiver is claimed. A waiver of any breach shall not be, or be deemed to be, a waiver of any other or subsequent breach.
12. If any of the provisions of this agreement are invalid or unenforceable, the invalidity or unenforceability is not to affect the operation, construction or interpretation of any other provision of this agreement, with the intent that the invalid or unenforceable provision is, to the extent required, to be treated for all purposes as severed from this agreement.
13. This agreement contains the entire agreement and understanding of the parties in relation to the matters set out in this agreement and supersedes and extinguishes all previous agreements between the parties in relation to those matters.
14. This agreement is governed by, and is to be construed in accordance with, the laws of New Zealand.

SIGNED on behalf of **SELWYN DISTRICT COUNCIL** by:



Signature of authorised signatory

Steve Gibling

Name of authorised signatory

SIGNED on behalf of **SELWYN WATER LIMITED** by:



Signature of director/authorised signatory

Heather Geddes

Name of director/authorised signatory

SCHEDULE – fees

1. each party will use reasonable endeavours to agree the fee schedule within 20 working days of the date of the agreement; and
2. fees will apply from the date of the agreement.