



# Selwyn Water

## BOARD PACK

for

## Selwyn Water Board Meeting - 8 October 2025

Wednesday, 8 October 2025

9:30 am (NZDT)

Held at:

Default Location

2 Norman Kirk Drive, Rolleston, New Zealand

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# AGENDA

## SELWYN WATER BOARD MEETING - 8 OCTOBER 2025



<b>Name:</b>	Selwyn Water
<b>Date:</b>	Wednesday, 8 October 2025
<b>Time:</b>	9:30 am to 11:30 am (NZDT)
<b>Location:</b>	Default Location, 2 Norman Kirk Drive, Rolleston, New Zealand
<b>Board Members:</b>	Murray Strong (Chair)
<b>Attendees:</b>	Alex Cabrera, Jo Gallop, Heather Geddes, Amon Nunns, Rachael Brown, Sydney Mallon-Piper, Toni Forrest

### 1. Opening Meeting

#### 1.1 Confirm Minutes

##### For Noting

Minutes of Selwyn Water Board Meeting, 10 September 2025, for confirmation.

Supporting Documents:

1.1.a	Minutes : Selwyn Water Board Meeting - 10 September 2025 - 10 Sept 2025	6
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#### 1.2 Interest Register

##### For Noting

Supporting Documents:

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### 2. Actions from Previous Meetings

#### 2.1 Action List

##### For Noting

Supporting Documents:

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#### 2.2 Transfer Agreement

Alex Cabrera

##### For Noting

Supporting Documents:

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2.2.b	02.2 Transfer Agreement SDC Signed.pdf	14
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## 2.3 Staff Benefits - Life Insurance transferred from SDC

Alex Cabrera

### For Noting

Verbal update

## 2.4 Delegations Register

Alex Cabrera

### For Noting

Verbal update

## 3. Major Decisions and Discussions

### 3.1 Board of Director Induction

Alex Cabrera

#### For Discussion

Planning for new Director induction.

Verbal Update

### 3.2 Risk Register

Alex Cabrera

#### For Noting

Attached for information.

Supporting Documents:

3.2.a	03.3 Governance Risk Register - September 2025.docx	77
3.2.b	03.3 Governance Risk Register - September2025.pdf	78

### 3.3 Appointment of Auditor

Alex Cabrera

#### For Noting

Verbal update

### 3.4 CCO Name Update

Alex Cabrera

#### For Noting

Supporting Documents:

3.4.a	03.5 CCO Name Update.docx	79
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## 4. Information

### 4.1 Implementation Activity Update

Heather Geddes

Supporting Documents:

4.1.a	04.1 Implementation Activity Update - September 2025.docx	81
4.1.b	04.1 Implementation Activity Update September 2025.pptx	82

## 5. Management Reports

### 5.1 Finance Report

Alex Cabrera

#### For Discussion

Finance Report to August 25

Supporting Documents:

5.1.a	05.1 Finance Report - September 2025.docx	88
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### 5.2 Health & Safety Report

Alex Cabrera

#### For Noting

Provide an update on Health Safety and Wellbeing for SWL

Supporting Documents:

5.2.a	05.2 CORDE-SDC Monthly Project Report.docx	90
5.2.b	05.2 CORDE-SDC Projects & HS Report - August 2025.pdf	91

## 6. Other Business

## 7. Close Meeting

### 7.1 Close the meeting

**Next meeting:** Selwyn Water Board Meeting - 12 November 2025 - 12 Nov 2025, 9:30 am

# MINUTES (in Review)

## SELWYN WATER BOARD MEETING - 10 SEPTEMBER 2025



<b>Name:</b>	Selwyn Water
<b>Date:</b>	Wednesday, 10 September 2025
<b>Time:</b>	9:30 am to 10:45 am (NZST)
<b>Location:</b>	Default Location, 2 Norman Kirk Drive, Rolleston, New Zealand
<b>Board Members:</b>	Murray Strong (Chair)
<b>Attendees:</b>	Jo Gallop, Alex Cabrera, Heather Geddes, Rachael Brown, Amon Nunns, Sydney Mallon-Piper, Toni Forrest

### 1. Opening Meeting

#### 1.1 Confirm Minutes

**Selwyn Water Board Meeting - 1 August 1 Aug 2025**, the minutes were confirmed with the following changes:

*Noted Amon's name which is misspelt.*

The spelling of Amon's name to be corrected.

#### 1.2 Interest Register

The Board noted the Interests Register. No new interests declared.

### 2. Actions from Previous Meetings

#### 2.1 Action List

Due Date	Action Title	Owner(s)
8 Aug 2025	Governance Recruitment Pack Non-disclosure agreement <b>Status:</b> Completed on 14 Aug 2025	Alex Cabrera, Amon Nunns
15 Aug 2025	Add the note regarding Water Services Strategy legislative requirements, into BoardPro <b>Status:</b> Completed on 27 Aug 2025	Jo Gallop
31 Aug 2025	Updated Strategic Goals <b>Status:</b> Completed on 10 Sept 2025	Alex Cabrera, Heather Geddes

The Action List and August 2025 update were noted.

### 3. Major Decisions and Discussions

#### 3.1 Board of Director Manual

Alex Cabrera provided a verbal update. The manual will be included in induction packs for potential Directors.

### 3.2 Letter of Comfort

The letter of comfort was discussed. Amon provided some guidance regarding having the facility available to meet financial commitments, including funding and LGFA repayment. Preference to capitalise to avoid additional cost.

### 3.3 Risk Register

The Risk Register was noted.

The Chair advised that he has requested a copy of the Selwyn District Council (SDC) Risk Register from the Chair of the Council Audit & Risk Committee, and a parallel request has been made to the SDC Legal Team. As of the meeting date, the requested documentation has not yet been received.

It was further noted that following discussions with the Chair of the SDC Audit & Risk Committee regarding the capital programme, the responsibility for oversight of programme-related risks has been transferred from the Audit & Risk Committee to the Finance and Risk Committee.

Alex Cabrera reported that he has requested written information regarding infrastructure projects currently in progress that are not included in the Long-Term Plan (LTP), in order to assess the potential total exposure. This request is to be formally documented with the Chief Executive Officer (CEO) and relevant Executive Leadership Team (ELT) members. Additionally, it was agreed that a written statement should be prepared to highlight the misalignment between the projects listed in the Water Services Delivery Plan (WSDP) and those in the LTP, and to request that the ELT propose how this issue should be addressed in the transfer documentation.



#### **Action: Should the transfer agreement be approved by Council on 17...**

##### **Action:**

Should the transfer agreement be approved by Council on 17 September, the above matters are to be formally flagged with the Department of Internal Affairs (DIA) and the Local Government Funding Agency (LGFA).

**Due Date:** 19 Sept 2025

**Owner:** Alex Cabrera

## 4. Information

### 4.1 Implementation Activity Update

Heather presented the report.

Alex noted that the emphasis was on customer-centric processes, cross-functional teams and breaking silos.

Governance decisions were approved for:

1. The transition phase includes mapping current state processes and identifying opportunities for improvement. Is a 'lift and shift' approach acceptable until such time as the transfer agreement is approved and the systems and processes are transferred to SWL.

2. A valuation of assets is completed annually to coincide with the end of the financial year. The valuation for the assets has been completed up to 30 June 2025. A decision is required to confirm that this is sufficient for the transfer of assets to occur by 1 November 2025, with any new assets added to the register to be added at book value.

Discussed also was the requirement to confirm the appointment of auditors for the upcoming financial period. It was agreed that the process and timing for this appointment need to be clarified and formalised.



### Processes and opportunities for improvement

The 'lift and shift' principle is adopted with the understanding of the associated risks. Opportunities for improvement will be identified and included in a remediation plan for implementation

**Decision Date:** 10 Sept 2025

**Outcome:** Approved



### Valuation of Assets

That the 30 June 2025 valuation is used, due diligence to identify any issues through the transfer and wash up period to ensure the 30 June 2026 valuation is accurate.

**Decision Date:** 10 Sept 2025

**Outcome:** Approved



### Appointment of Auditors

Confirm process and timing for the appointment of auditors and report back to the Board.

**Due Date:** 30 Sept 2025

**Owners:** Alex Cabrera, Jo Gallop

## 4.2 Transfer of Staff

Staff transferred to Selwyn Water September and celebrated with a team session and shared breakfast.

All contracts offered were accepted and signed. Staff are taking advantage of hot desks in the SW office.

Life insurance for some transferring staff was raised. A paper has been requested to understand further.

Murray thanked the team for all the work undertaken to this point.



### Staff Benefits - Life Insurance transferred from SDC

Life insurance for some transferring staff was raised. A paper has been requested to understand further.

Laura King, People Workstream Lead will assist with this.

**Due Date:** 31 Oct 2025

**Owners:** Alex Cabrera, Jo Gallop

## 4.3 Delegations Register

Taken as read.

The delegations were a 'lift and shift' from current SDC delegations and will be reviewed as soon as possible before the end of the year.



### Reviewing of the Delegations Register

The register will be reviewed prior to December by Laura King, People Workstream Lead.

**Due Date:** 21 Dec 2025

**Owners:** Alex Cabrera, Jo Gallop

#### 4.4 Board Meeting Public Notification

Schedule provided to align with Local Government (Water Services) Act 2025.

Threshold for public excluded papers to be refined.



##### Threshold for public excluded papers to be refined

The threshold for public excluded papers to the Board will be determined and refined.

**Due Date:** 31 Oct 2025

**Owners:** Alex Cabrera, Rachael Brown

#### 4.5 CORDE SDC Monthly Report

CORDE Monthly Project Report to SDC for July 2025 received and noted.

H&S visibility was discussed, especially in terms of sub-contractors. This will be discussed further with CORDE.



##### Health & Safety discussion with CORDE

A health & safety conversation will be held with CORDE regarding thorough and accurate reporting. Laura King, People Workstream lead to be involved.

**Due Date:** 31 Oct 2025

**Owner:** Alex Cabrera

### 5. Management Reports

#### 5.1 Finance Report

Most costs still sit with SDC so the report is focussed primarily project activity.

#### 5.2 Health & Safety Report

There was no report submitted at this meeting, although work is in progress regarding staff health, safety, and wellbeing.

### 6. Other Business

### 7. Close Meeting

#### 7.1 Close the meeting

**Next meeting:** Selwyn Water Board Meeting - 8 October 2025 - 8 Oct 2025, 9:30 am

New Actions raised in this meeting

Item	Action Title	Owner(s)
3.3	Action:Should the transfer agreement be approved by Council on 17... <b>Due Date:</b> 19 Sept 2025	Alex Cabrera

<b>Item</b>	<b>Action Title</b>	<b>Owner(s)</b>
4.1	Appointment of Auditors <b>Due Date:</b> 30 Sept 2025	Alex Cabrera, Jo Gallop
4.2	Staff Benefits - Life Insurance transferred from SDC <b>Due Date:</b> 31 Oct 2025	Alex Cabrera, Jo Gallop
4.3	Reviewing of the Delegations Register <b>Due Date:</b> 21 Dec 2025	Alex Cabrera, Jo Gallop
4.4	Threshold for public excluded papers to be refined <b>Due Date:</b> 31 Oct 2025	Alex Cabrera, Rachael Brown
4.5	Health & Safety discussion with CORDE <b>Due Date:</b> 31 Oct 2025	Alex Cabrera

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# Interests Register

## Selwyn Water



As of: 8 Oct 2025

Person	Organisation	Active Interests	Notice Date
<b>Murray Strong</b>	Selwyn District Council	New Dunedin Hospital, Digital Transformation Board - Chairman - 20/12/2021-current. Fees paid.	3 Jan 2025
	Selwyn District Council	Digital Interactive Health/MedTechIQ - Chairman - 1/08/2023-current. Fees paid.	3 Jan 2025
	Selwyn District Council	Centre of Digital Excellence, NZ Ltd - Chairman - 1/12/2018-current. Fees paid	3 Jan 2025
	Selwyn District Council	Destination Southern Lakes - Chairman - 06/09/2023-current. Fees paid.	3 Jan 2025

# Action List

## Selwyn Water



*As of: 3 Oct 2025*

### **Appointment of Auditors**

**In Progress**

Confirm process and timing for the appointment of auditors and report back to the Board.

**Due Date:** 30 Sept 2025

**Owners:** Alex Cabrera, Jo Gallop

**Meeting:** 10 Sept 2025 Selwyn Water Board Meeting - 10 September 2025, 4.1 Implementation Activity Update

#### **Latest Update:**

Board Chairman to discuss options with Auditor General. Update will be provided by CE at next Board meeting

Alex Cabrera | 23 Sept 2025

# Board Report

Selwyn Water

8 October 2025

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## TRANSFER AGREEMENT

**RECOMMENDATION:** That the Board **NOTE** the signed Transfer Agreement from SDC, and **ENDORSE** the signing of the agreement by the Chair of Selwyn Water Ltd.

**Presenter:** Alex Cabrera

# TRANSFER AGREEMENT

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**SELWYN DISTRICT COUNCIL**

**SELWYN WATER LIMITED**

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### SCHEDULES

- 1 NOTICES
- 2 PROPERTY LICENCE

### ANNEXURES

1. EXCLUDED ASSETS
2. CONTRACTUAL ARRANGEMENTS
3. DEVELOPMENT AGREEMENTS
4. COUNCIL WATER DEBT
5. LEASED EQUIPMENT
6. PLANT AND EQUIPMENT
7. RESOURCE CONSENTS

**AGREEMENT DATED**

**2025**

**PARTIES**

1. **SELWYN DISTRICT COUNCIL**, a territorial authority established under the Local Government Act 2002 (**Council**)
2. **SELWYN WATER LIMITED**, a company incorporated in New Zealand (company number 9344511) (**Selwyn Water**)

**BACKGROUND**

- A. The Council has established Selwyn Water as a new Council-Controlled Organisation to take over the Council's current obligations to deliver drinking water and wastewater services in the Selwyn region, and to become a Water Organisation as contemplated by the Water Services Act. The Council will retain all assets and obligations relating to the provision of stormwater services in the Selwyn district.
- B. The Council owns various water, wastewater and other infrastructure and assets that are used to provide drinking water and wastewater services in the Selwyn region.
- C. The Council enters into this transfer agreement pursuant to sections 12 and 14 and Schedule 2 of the Water Services Act, to transfer to Selwyn Water:
  - (a) the responsibility for providing drinking water and wastewater services in the Selwyn region; and
  - (b) the infrastructure, related assets, debt obligations and other matters that are necessary for or relating to Selwyn Water carrying out, and being responsible for, providing drinking water and wastewater services in the Selwyn region.
- D. The Council is retaining responsibility for stormwater services.
- E. The parties have also agreed to enter into:
  - (a) a transitional services agreement, pursuant to which the Council will provide transitional services to Selwyn Water following the Closing Date;
  - (b) a shared services agreement, which sets out the basis on which the parties will work together on matters of shared interest following the Closing Date; and
  - (c) an agreement under which Selwyn Water will appoint the Council as its agent to collect water services related revenues on behalf of Selwyn Water.

**THE PARTIES AGREE THAT:****1. DEFINITIONS AND INTERPRETATION****1.1 Definitions:** In this agreement, unless the context indicates otherwise:

**Accounts Payable** means all book and other debts, accounts and bills payable or accrued by the Council to any third party in respect of goods or services supplied to the Council in relation to Water Services, as at the Closing Date;

**Accounts Receivable** means all book and other debts, accounts and bills receivable or accrued to the Council in respect of goods or services supplied by the Council in relation to Water Services, as at the Closing Date;

**Agreed Form** means the form agreed in writing between the Council and Selwyn Water on or prior to the date of this agreement;

**Apportionable Outgoings** means the amounts payable by the Council in relation to the Contractual Arrangements and Development Agreements;

**Assets** means the assets owned by the Council directly and primarily relating to the provision of Water Services, being:

- (a) the Plant and Equipment;
- (b) the Council's rights in relation to the Work in Progress;
- (c) the Council's rights under the Contractual Arrangements and the Development Agreements;
- (d) the Council's rights and interest in Small Waters;
- (e) the Council's rights under the Consents;
- (f) the Accounts Receivable;
- (g) the Prepayments; and
- (h) the Records,

but excludes the Excluded Assets;

**Assumed Liabilities** means:

- (a) the Council Water Debt;
- (b) the Council's obligations under the Contractual Arrangements and the Development Agreements;
- (c) all Liabilities relating to the Assets or the Responsibilities; and
- (d) the Accounts Payable,

but excludes the Excluded Liabilities;

**Business** means the provision of drinking water and wastewater services in the Service Area;

**Business Day** means any day excluding Saturdays, Sundays and statutory public holidays in Selwyn, New Zealand and excluding any day in the period beginning on 25 December in any year and ending on 5 January in the following year;

**Claim** means any claim, demand, legal proceedings or cause of action under or in connection with this agreement and includes a claim demand, legal proceeding or cause of action arising from a breach of a Warranty or a claim under an indemnity;

**Closing** means the performance by the Council of the Council's obligations under clause 5.2 and the performance by Selwyn Water of Selwyn Water's obligations under clause 5.3 (or, as the context requires, the time at which such obligations are performed or deemed to have occurred at the end of the day immediately prior to the Closing Date);

**Closing Date** means 18 December 2025;

**Companies Act** means the Companies Act 1993;

**Confidential Information** means any information (in any form):

- (a) relating to the terms of this agreement;
- (b) relating directly or indirectly to the Business or Assets, any party, or to their respective suppliers or customers; or
- (c) disclosed by a party to another party or otherwise obtained by the other party on the express basis that such information is confidential in nature,

provided that, where information relates exclusively to one party, nothing in this agreement will require that party to maintain confidentiality in respect of that information;

**Consents** means:

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

**Contractual Arrangements** means:

- (c) the agreements, arrangements or understandings of the Council relating to Water Services in force as at the date of this agreement, including as set out in annexure 2; and
- (d) any other such agreement, arrangement or understanding entered into by the Council between the date of this agreement and Closing;

**Council Administered Reserves** means land subject to the Reserves Act 1977 on which the Council carries out Water Services as at the date of this agreement, that is vested in the Council in fee simple, or where the Council is otherwise appointed as administering body of the reserve (details of which are set out in the Property Licence);

**Council Water Debt** means the debt owed by Council to the Local Government Funding Agency which has been identified as relating to Water Services assets, as at the Closing Date, the details of which are set out in annexure 4;

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

**Data** means:

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

which is held by the Council;

**Disclosure Information** means:

- (e) the written information provided by the Council about the Business, the Assets and the Assumed Liabilities contained in the documents and material listed in the due diligence index in the Agreed Form;
- (f) the other written information provided by the Council about the Business, the Assets and the Assumed Liabilities for the purposes of clause 2.2 in applying the Transfer Principles;

**Encumbrance** means:

- (a) any interest, equity or other right of any other person (including any right to acquire, option, right of first refusal or right of pre-emption), mortgage, charge, pledge, lien, restriction, assignment, hypothec, security interest, title retention, sale and buy-back, sale and lease-back or any other interest in property that legally or in substance secures any obligation of any person, or other arrangement of any nature having similar economic effect (and includes any "security interest" within the meaning of the Personal Property Securities Act 1999); or
- (b) any agreement or arrangement to create any of the above;

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

**Excluded Assets** means the following:

- (a) the Council's interest in this agreement and any other documentation entered into in relation to the transaction the subject of this agreement;
- (b) the assets listed in annexure 1 as being excluded from the sale pursuant to this agreement;
- (c) all websites, and associated domain names, which are owned by the Council; and
- (d) all software which is used by the Council in relation to the provision of Water Services;

**Excluded Liabilities** means all liabilities other than the Assumed Liabilities including, without limitation and for the avoidance of doubt:

- (a) the aggregate of those amounts payable by the Council in respect of the Business to another council-controlled organisation of the Council; and
- (b) any liability relating to stormwater assets or services;

**Excluded Responsibilities** means:

- (a) all Responsibilities in relation to the provision of stormwater services (as that term is defined under the Water Services Act); and
- (b) the provision of land drainage and water race networks;

**Financial Principles** means the principles set out in clause 3.5;

**Freehold Properties** means the properties listed in the Property Licence;

**Initial Purchase Consideration** means the sum of:

- (a) the book value of the Assets; less
- (b) the estimated amount of the Council Water Debt and the Accounts Payable;

**Interim Period** means the period between the date of this agreement and Closing;

**Landonline Workspace** means the electronic workspace facility approved by the Registrar-General of Land pursuant to the provisions of the Land Transfer (Computer Registers and Electronic Lodgement) Amendment Act 2002;

**Leased Equipment** means:

- (a) the plant, equipment, machinery, hardware, furniture, fixtures and fittings, spares, tools and vehicles used by the Council for Water Services on lease, hire purchase or conditional sale agreement, as at the date of this agreement, including those listed at annexure 5; and

- (b) any such items acquired by the Council between the date of this agreement and Closing,

but excluding any such items which are no longer the subject of such arrangements between the date of this agreement and Closing;

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

**Management Responsibilities** means the responsibilities for the management of Water Services that are transferred to Selwyn Water;

**Operational Responsibilities** means the responsibilities for the operation of the Water Services that are transferred by the Council to Selwyn Water;

**Permitted Encumbrance** means any:

- (a) reservation of title by suppliers in the ordinary course of business (providing for payment within 90 days and not overdue);
- (b) lien arising by operation of law in the ordinary course of business and securing an amount that is not overdue; or
- (c) right of netting or set-off arising by operation of law in favour of a bank in the ordinary course of business for the purpose of netting debit and credit balances;

**Perpetual Provisions** means the clauses that survive the termination of this agreement being:

- (a) clause 1 (definitions and interpretation);
- (b) clause 12 (confidentiality);
- (c) clause 13 (notices); and
- (d) clause 15 (general);

**Plant and Equipment** means:

- (a) the items of plant, equipment (including Computer Systems), machinery (including motor vehicles (if any)), tools, spares, maintenance materials, fixtures, furniture, and fittings owned by the Council and used in connection with the Water Services at the date of this agreement (including the items referred to in annexure 6); and
- (b) any such items acquired by the Council between the date of this agreement and Closing,

but excluding the Leased Equipment;

**Post-Closing Financial Adjustment** has the meaning given in clause 3.6;

**Privacy Laws** means:

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

**Properties** means, collectively, the Freehold Properties, and any other land that lies under or over any Assets being transferred pursuant to this agreement as at the Closing Date, and **Property** means any one of the Properties;

**Property Licence** means the licence in the form set out in schedule 2 which will act as a standing written consent for the purposes of section 161 of the Water Services Act;

**Purchase Consideration** has the meaning given in clause 3.1;

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

**Responsibilities** means the Management Responsibilities, Operational Responsibilities, Resource Consent Responsibilities and Statutory Responsibilities;

**Resource Consents** means:

- (a) the resource consents held by the Council and used in connection with the Water Services, including the resource consents set out in annexure 7;
- (b) any such resource consents acquired by the Council between the date of this agreement and Closing;

**Resource Consent Responsibilities** means the responsibilities for complying with the Resource Consents, and for exercising the associated rights and functions, that are relevant to the Water Services;

**Service Area** means the district served by the Selwyn District Council, as referred to in Schedule 2 of the Local Government Act 2002;

**Shared Services Agreement** means the ongoing agreement in relation to the shared services contemplated by schedule 2 of the Water Services Act, in the Agreed Form;

**Small Waters** means on-site or decentralised water and wastewater systems that serve Council managed facilities or spaces where connection to the reticulated (centralised) network is unavailable or unfeasible;

**Statutory Responsibilities** means the statutory responsibilities, functions, duties, and powers relating to the Water Services;

**Transaction Documents** means this agreement and each agreement contemplated by clause 4.1 which is entered into by the parties on or prior to Closing;

**Transitional Period** means the period from the Closing Date to 30 June 2027;

**Transfer Principles** means the transfer principles set out in clause 2.2;

**Transitional Services Agreement** means the transitional services agreement in relation to certain obligations contemplated by schedule 2 of the Water Services Act, in the Agreed Form;

**Vendor Loan Agreement** means the vendor loan agreement between the Council and Selwyn Water, which sets out the basis on which Selwyn Water will take over responsibility for the Council Water Debt, in the Agreed Form;

**Warranties** means the warranties given by the Council under clause 9;

**Water Organisation** has the meaning given to that term in the Water Services Act;

**Wastewater Services** has the meaning given in the Water Services Act;

**Water Services** means the provision of Water Supply Services and Wastewater Services in the Service Area;

**Water Services Act** means the Local Government (Water Services) Act 2025;

**Water Supply Services** has the meaning given in the Water Services Act;

**Work in Progress** means each project being undertaken as at the Closing Date as part of capital expenditure in respect of the Water Services network, in accordance with the relevant Contractual Arrangement or Development Agreement; and

**Working Capital Loan** means the loan made by Council to Selwyn Water for working capital, and (where the context requires) means the outstanding balance of that loan (including all accrued and unpaid interest) as at the Closing Date.

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

- (a) **Defined Expressions:** expressions defined in the main body of this agreement or in any schedule or annexure have the defined meaning throughout this agreement and in any schedules and annexures;
- (b) **Headings:** clause and other headings are for ease of reference only and will not affect this agreement's interpretation;
- (c) **Parties:** references to any **party** include that party's executors, administrators, successors and permitted assigns;
- (d) **Persons:** references to a **person** include an individual, company, corporation, partnership, firm, joint venture, association, trust, unincorporated body of persons, governmental or other regulatory body, authority or entity, in each case whether or not having a separate legal identity;

- (e) **Plural and Singular:** references to the singular include the plural and vice versa;
- (f) **Clauses/Schedules/Annexures:** references to clauses, schedules, and annexures are to clauses and paragraphs in, and the schedules and annexures to, this agreement. Each such schedule and annexure forms part of this agreement;
- (g) **Statutory Provisions:** a reference to any enactment is a reference to that enactment as is in force in New Zealand and includes any enactment which amends, consolidates, supplements or replaces it, and includes a reference to any regulation, rule, ordinance or by-law made under that enactment. Any terms used in this agreement that refer or relate to an enactment have the same meaning as those terms have in that enactment;
- (h) **Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- (i) **Inclusive Expressions:** the term **includes** or **including** (or any similar expression) is deemed to be followed by the words **without limitation**;
- (j) **Documents:** references to any document (however described) are references to that document as novated, supplemented, altered or replaced from time to time and in any form, whether on paper or in an electronic form; and
- (k) **Notices etc:** references to one party notifying another, or agreeing or objecting to any matter, means such party notifying, agreeing or objecting in writing.

## 2. PURPOSE AND TRANSFER

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- 2.1 Purpose of Agreement:** The parties acknowledge and agree that this agreement is being made pursuant to the Water Services Act and the intention is for the parties to give effect to the decisions made by Council in relation to the provision of Water Services in the Service Area.
- 2.2 Transfer Principles:** The intention of the parties in entering into this agreement is that all assets and liabilities primarily related to Water Services will be transferred to Selwyn Water as contemplated by the Water Services Act. This clause 2.2 sets out the principles which will apply where it is necessary to identify any assets and liabilities that are not recorded in this agreement but that one or both parties consider may need to be captured by this agreement. Subject to clause 2.3, but in accordance with clause 2.1, in the Interim Period, the parties agree that the following transfer principles will be applied when determining which Assets and Liabilities will transfer under this agreement:
- (a) **Assets:** The parties agree that the Council will sell and transfer to Selwyn Water, and Selwyn Water will purchase and take transfer of, any asset in accordance with the terms of this agreement, which the parties reasonably agree:

- (i) has been directly and primarily used by the Council in relation to the provision of Water Services during the 12 months prior to 1 July 2025, and which is still owned or used by Council at Closing;
- (ii) is required for the operation, maintenance or provision of the Water Services;
- (iii) has been integrated into the water supply and/or wastewater network in the Selwyn region and has been used by the Council for the provision of Water Services during the 12 months prior to Closing;
- (iv) is required to enable Selwyn Water to comply with its obligations under the Water Services Act and all other applicable laws in relation to the provision of Water Services; or
- (v) will be reasonably required to ensure the continuity of Water Services post-Closing in the same manner as Water Services are being provided immediately prior to Closing,

and in each case the list of Assets will be updated to reflect any such agreement.

- (b) **Excluded Assets:** To the extent that an asset is an Excluded Asset or will be primarily utilised as a part of the Transitional Services Agreement or Shared Services Agreement, that asset will be excluded from the Transfer Principles and will be dealt with separately to this agreement.
- (c) **Liabilities:** The parties agree that Selwyn Water will take responsibility for all liabilities:
  - (i) have arisen directly from the Council's operation, maintenance or delivery of Water Services in the period prior to Closing;
  - (ii) relates to or arises from any of the Assets;
  - (iii) relates to any Council Water Debt as at the Closing Date; or
  - (iv) relates to or arises from any ongoing compliance with any relevant Consents that have been transferred in accordance with this agreement,

and in each case the list of Assumed Liabilities will be updated to reflect any such agreement.

- (d) **Projects:** The parties agree that Selwyn Water will assume responsibility for the oversight and completion of all Work in Progress from Closing.

**2.3 Update to Schedules, Annexures, Assets and Liabilities prior to Closing:** The parties agree that the Schedules and Annexures to this agreement will be updated prior to Closing to reflect any adjustments that are made in accordance with the Transfer Principles.

**2.4 Exceptions Transfer Principles:** The parties agree that the Transfer Principles will not apply to the allocation and transfer of the Responsibilities.

**2.5 Transfer and Assumption:** The parties agree that:

- (a) **Business and Assets:** the Council will sell and transfer to Selwyn Water, and Selwyn Water will purchase and take a transfer of, the Water Services and Assets, free from all Encumbrances (other than Permitted Encumbrances);
- (b) **Assumed Liabilities:** Selwyn Water will assume liability for the Assumed Liabilities;
- (c) **Statutory Responsibilities:** the Council will transfer the Statutory Responsibilities to Selwyn Water and Selwyn Water will assume the Statutory Responsibilities;
- (d) **Operational Responsibilities and Management Responsibilities:** the Council will transfer the Operational Responsibilities and Management Responsibilities to Selwyn Water, and Selwyn Water will assume the Operational Responsibilities and Management Responsibilities;
- (e) **Resource Consent Responsibilities:** the Council will transfer the Resource Consents Responsibilities to Selwyn Water, and Selwyn Water will assume the Resource Consents Responsibilities; and
- (f) **Rights and Claims:** the Council will transfer to Selwyn Water, and Selwyn Water will assume:
  - (i) all rights that the Council has in relation to any claims that Council may have against a third party; and
  - (ii) all claims made against the Council by any third party,
 relating to the Assets or Responsibilities,

in each case, with effect from Closing and on the terms set out in this agreement.

**2.6 Excluded Assets and Liabilities:** The Council does not transfer any of the Excluded Assets or Excluded Liabilities under this agreement and Selwyn Water does not assume any of the Excluded Assets or Excluded Liabilities.

**2.7 Title, Property and Risk:** Subject to Closing occurring, title to, possession of, property in and the benefit and risk of, the Assets:

- (a) **Until Closing:** until Closing, remains solely with the Council; and
- (b) **From Closing:** passes to Selwyn Water on and from Closing.

### 3. PURCHASE CONSIDERATION

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**3.1 Purchase Consideration:** The Purchase Consideration is the amount to be paid or otherwise satisfied by Selwyn Water for taking the transfer of the Assets and the assumption of the Assumed Liabilities, being Initial Purchase Consideration, subject to the Adjustment for Accruals and Prepayments and any Post-Closing Financial Adjustment.

**3.2 Satisfaction of Purchase Consideration:** The Initial Purchase Consideration will be satisfied on Closing by Selwyn Water:

- (a) entering into the Vendor Loan Agreement;
- (b) repaying the Working Capital Loan; and
- (c) issuing to the Council such number of fully paid ordinary shares, at an issue price of \$1,000 per share, as represents the amount of the Initial Purchase Consideration.

**3.3 Apportionment:**

- (a) The Council must give Selwyn Water not later than 31 January 2026 a written statement (**Apportionment Statement**) setting out:
  - (i) the aggregate of all amounts payable to the Council pursuant to any of the Contractual Arrangements, the Development Agreements, or in relation to the Assets, which are yet to be received by the Council at the Closing Date in relation to the period up to and including the Closing Date (**Outstanding Revenue**);
  - (ii) the aggregate of all amounts received by the Council pursuant to any of the Contractual Arrangements, the Development Agreements, or in relation to the Assets, which have been received by the Council at the Closing Date in relation to the period after the Closing Date (**Advanced Revenue**); and
  - (iii) the amount of all Apportionable Outgoings:
    - (A) unpaid by the Council at the Closing Date that relate to the period up to and including the Closing Date (**Accruals**); and
    - (B) paid by the Council at the Closing Date that relate to the period after the Closing Date (**Prepayments**).
- (b) Subject to the parties agreeing the actual amount of Outstanding Revenue, Advanced Revenue, Accruals and Prepayments (with any dispute being resolved in accordance with clause 3.4):
  - (i) if the Outstanding Revenue plus Prepayments exceed the aggregate of the Accruals and Advanced Revenue Selwyn Water

must pay an amount of cash equal to the difference to the Council;  
or

- (ii) if the aggregate of the Accruals and Advanced Revenue exceed the Outstanding Revenue plus Prepayments, the Council must pay an amount of cash equal to the difference to Selwyn Water,

and any payments to be made under this clause must be made within 5 Business Days following:

- (i) the date on which Selwyn Water approves the Apportionment Statement in accordance with clause 3.4(a); or
- (ii) receipt by the party required to make payment under clause 3.3(b) of the adjusted Apportionment Statement from the Expert pursuant to clause 3.4(b),

provided that Selwyn Water may elect to satisfy its obligation to make any cash payment under this clause 3.3 by issuing to Council fully paid ordinary shares at the same price per share as shares were issued to Council at Closing in accordance with clause 3.2(c).

**3.4 Dispute Resolution Regarding Apportionment Statement:** The Council will, within 5 Business Days after receipt of the Apportionment Statement from Selwyn Water, give notice to Selwyn Water that the Council either:

- (a) approves the Apportionment Statement; or
- (b) does not approve the Apportionment Statement, such notice (**Dispute Notice**) to specify the matters that the Council disputes or disagrees with (**Matters in Dispute**), in which case Selwyn Water and the Council must meet within 5 Business Days of the date of the Dispute Note and attempt to resolve the Matters in Dispute. If the Matters in Dispute are not resolved by Selwyn Water and the Council within 5 Business Days of such meeting then either Selwyn Water or the Council may give notice (**Referral Notice**) to the other referring the Matters in Dispute to a single expert (**Expert**) for determination in accordance with the following:
  - (i) the Expert will be an accountant with relevant experience appointed by the Council and Selwyn Water by mutual agreement, provided that if agreement as to the Expert is not reached within 5 Business Days after the date of giving the Referral Notice, the Expert will be appointed at the request of a party by the New Zealand Dispute Resolution Centre;
  - (ii) the Council and Selwyn Water will together provide to the Expert copies of this agreement, the Dispute Notice and a copy of the Apportionment Statement as well as all other information that the Expert may reasonably require to consider the Matters in Dispute; and

- (iii) the Expert will be instructed to:
  - (A) resolve the Matters in Dispute, in accordance with the accounting treatment used by the Council in their most recent financial statements (**Accounting Treatment**), and then, only to the extent necessary, in accordance with NZ GAAP (to the extent not inconsistent with the Accounting Treatment) as at the date of this agreement;
  - (B) resolve the Matters in Dispute within 20 Business Days of the date of the Referral Notice and issue a decision to each of the Council and Selwyn Water; and
  - (C) if required, adjust the Apportionment Statement and provide a copy to each of the Council and Selwyn Water;
- (iv) the decision will be final and binding on the parties, in the absence of manifest error;
- (v) referral of the Matter to the Expert will not be an arbitration agreement for the purposes of the Arbitration Act 1996 and the provisions of that Act will not apply to or govern that referral; and
- (vi) the parties will bear their own costs (including legal costs) and an equal share of the costs and expenses of the Expert.

**3.5 Financial Principles:** For the purposes of clause 3.6, the parties agree that the following financial principles will be applied when determining the consideration of any Assets and Assumed Liabilities transferring under this agreement (including any Further Items):

- (a) Assets will be transferred at book value based on the Council's most recent valuation (provided that if the Asset is not recorded as an asset in the Council's records, then it will be deemed to have a book value of \$0); and
- (b) Assumed Liabilities will be transferred on a dollar for dollar basis.

**3.6 Post-Closing Financial Adjustments:** If the parties agree acting reasonably that an adjustment should be made to the Purchase Consideration after the Closing Date (**Post-Closing Financial Adjustment**) such adjustment will be dealt with in the following manner in accordance with the Financial Principles:

- (a) if the Post-Closing Financial Adjustment results in an increase in the Purchase Consideration relating to the Assets, Selwyn Water will issue additional shares to the Council with a value equal to the adjustment;
- (b) if the Post-Closing Financial Adjustment results in a decrease in the Purchase Consideration relating to the Assets, Selwyn Water will cancel a number of shares issued to the Council with a value equal to the adjustment;
- (c) if the Post-Closing Financial Adjustment results in an adjustment in the Purchase Consideration relating to the Assumed Liabilities, the amount of

Assumed Liabilities being taken over by Selwyn Water will be either increased or decreased by an amount equal to the adjustment.

**3.7 Dispute Resolution regarding Post-Closing Financial Adjustment:** If the parties are unable to agree on a Post-Closing Financial Adjustment, the expert determination process in clause 3.4 will apply, with appropriate changes to reflect the determination required by this clause (including an obligation on the relevant expert to take into account the Financial Principles in making the determination).

**3.8 Payments:** All payments made under this agreement will be:

- (a) **No Set-off:** made free of set off, withholding or deduction except as required by law;
- (b) **Cleared Funds:** made in cleared funds immediately available for disbursement by 3.00 pm on the due date for payment;
- (c) **Nominated Bank Account:** made to the New Zealand dollar bank account specified by the payee not less than three Business Days prior to the due date for payment (unless this agreement provides otherwise); and
- (d) **Payment Made:** deemed to have been made, when the recipient has received confirmation of the relevant payment to its nominated bank account.

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

#### 4. PRE-CLOSING

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**4.1 Interim Period:** During the Interim Period:

- (a) **Operate and Maintain Assets and Liabilities:** the Council will continue to perform the Water Services, and operate and maintain the Assets, in the same manner as it has done in the period prior to 1 July 2025;
- (b) **Identify Assets and Liabilities:** the parties will:
  - (i) continue to work together to identify the Assets and Assumed Liabilities that will be transferring to Selwyn Water in accordance the terms of this agreement; and
  - (ii) amend the schedules and annexures to this agreement accordingly prior to Closing;
- (c) **Resource Consents:** the parties will continue to work together to identify any other resource consents held by the Council and used in connection with the Water Services that will be transferring to Selwyn Water in accordance with

the terms of this agreement and will amend annexure 7 accordingly prior to Closing;

- (d) **Stormwater:** the parties may negotiate and agree the terms on which Selwyn Water will provide maintenance services in respect of Council's stormwater assets with effect from Closing;
- (e) **Transitional Services Agreement:** the parties will negotiate and agree the form of the Transitional Services Agreement to cover certain transitional services to be provided by the Council to Selwyn Water following Closing;
- (f) **Shared Services Agreement:** the parties will negotiate and agree the form of Shared Services Agreement to cover how the parties will work together in respect of certain matters of shared interest following Closing, including where some aspects of the Responsibilities may sit with the Council rather than with Selwyn Water;
- (g) **Work in Progress:** the parties will arrange for replacement bonds to be put in place by Selwyn Water where required for any Work in Progress, and will arrange for all retentions held by Council in relation to Development Agreements and Work in Progress to be transferred to Selwyn Water, in each case with effect from Closing;
- (h) **Vendor Loan Agreement:** the parties will negotiate and agree the form of the Vendor Loan Agreement; and
- (i) **Collection of Charges:** the parties will negotiate and agree the form of an agreement under which Selwyn Water will appoint Council as its agent to invoice and collect all rates, fees and other charges in relation to Water Services during the period from Closing until 30 June 2026.

**4.2 Long-Term Plan:** Prior to Closing, the Council will amend its long-term plan to reflect the transfers contemplated by this agreement.

**4.3 Assignments and Novations:** During the Interim Period, the parties will work together to reach agreement with the relevant counterparties as to:

- (a) the required partial assignments and novations of the agreements identified as such in annexure 2, which currently deal with Water Services and non-Water Services matters; and
- (b) the assignment of all other Contractual Arrangements and Development Agreements, where required by the terms of such arrangements,

with all such assignments and novations to take effect on and from Closing.

## 5. CLOSING

**5.1 Time and Place:** Closing will take place on the Closing Date by 3.00 pm at the offices of the Council's Solicitors or at another place and time agreed by the Council and Selwyn Water.

**5.2 Council's Obligations:** On Closing, the Council will:

- (a) **Physical Possession:** deliver to Selwyn Water physical possession and control of the Business and the Assets at the Properties (or at such other place as any of the Assets may be located);
- (b) **Documents:** deliver to Selwyn Water the following documents, in each case in writing and in a form satisfactory to Selwyn Water, acting reasonably:
  - (i) **Copies and Consents:**
    - (A) executed copies of all the Contractual Arrangements and Development Agreements, to the extent held by the Council; and
    - (B) any consents of the relevant counterparties to the assignment or novation of the Contractual Arrangements and Development Agreements to Selwyn Water that have been obtained prior to Closing in accordance with clause 8.1(a);
  - (ii) **Encumbrances:** releases and discharges (duly executed) of any Encumbrances over the Assets (other than Permitted Encumbrances), together with the secured party's undertaking to Selwyn Water to register financing change statement on the Personal Property Securities Register discharging the Assets from its security interest within three Business Days after Closing, each in a form approved in writing by Selwyn Water (acting reasonably);
  - (iii) **Further Agreements:** copies of the Transitional Services Agreement and Shared Services Agreement, and each other document referred to in clause 4.1 which is in Agreed Form, signed by the Council;
  - (iv) **Records:** provide Selwyn Water with access to the Records in accordance with clause 6.2; and
  - (v) **Other Documents of Title:** all documents of title to the Assets, together with all executed transfers and assignments reasonably necessary to vest legal title to the Assets in Selwyn Water; and
- (c) **Consents:** arrange for the transfer of all building consents that are Consents into Selwyn Water's name without the requirement for any variation application.

**5.3 Selwyn Water's Obligations:** On Closing, Selwyn Water will:

- (a) **Purchase Consideration:** satisfy the Initial Purchase Consideration in accordance with clause 3.1;

**(b) Documents:** deliver to the Council:

- (i) Effective Date Notice:** a copy of a notice in writing specifying the Closing Date as the Effective Date for the purposes of the constitution of Selwyn Water;
- (ii) Counterparts:** duly executed counterparts of any document to be delivered by the Council under clause 5.2 to which Selwyn Water is party; and
- (iii) Shareholder's Resolution:** a copy of a special resolution of Selwyn Water's shareholder approving the acquisition of the Assets and assumption of the Assumed Liabilities in accordance with section 129 of the Companies Act.

**5.4 Interdependence:** The requirements of clauses 5.2 and 5.3 are interdependent and must be carried out contemporaneously. No delivery or payment will be deemed to have been made until all deliveries and payments have been made or waived.

**5.5 Termination:** Subject to Closing occurring, the parties agree that the Operational Delivery Agreement and Transitional Services Agreement entered into by the parties with an effective date of 1 July 2025 will each be deemed to have terminated immediately prior to Closing occurring.

## 6. POST CLOSING

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**6.1 Transitional Period:** The parties acknowledge that, following Closing and during the Transitional Period, the parties agree (without limiting any provision of this agreement or of the Transitional Services Agreement):

- (a)** that the Council will do all reasonable things to support Selwyn Water and the provision of Water Services during the Transitional Period, provided that this obligation will not require the Council to obtain or apply any additional resources to those resources it used to provide Water Services in the 12 months prior to 1 July 2025;
- (b)** to conduct monthly meetings to review any matters in relation to this agreement and to resolve any issues which arise during the Transitional Period; and
- (c)** that the overriding intention of the parties is to ensure that there is no interruption to the provision of Water Services being provided to consumers as a result of this agreement, and that such provision of Water Services should be materially on the same basis as has occurred in the 12 months prior to 1 July 2025.

**6.2 Records and Data:** Following Closing, Council will:

- (a)** provide Selwyn Water with electronic access to and/or copies of the Records, to enable Selwyn Water to transfer all relevant information to its own systems; and

- (b) provide Selwyn Water with access to the Data, as reasonably required by Selwyn Water in order to provide the Water Services.

This clause 6.2 will expire on the date which is 12 months after the date on which Closing occurs.

- 6.3 Trust Arrangements:** Except for any Contractual Arrangements which are covered by clause 8, if any of the Assets are not able to be transferred to Selwyn Water at Closing, the Council will as from Closing and until such time as those Assets are transferred to Selwyn Water (which must occur within 5 Business Days of those Assets being able to be transferred to Selwyn Water), hold such Assets on trust for Selwyn Water and Selwyn Water is entitled to enforce its rights in respect of such Assets in the name of the Council.

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

- (a) the Council will provide Selwyn Water with all correspondence received relating to such Consents;
- (b) the Council will exercise and enforce such Consents for the benefit of Selwyn Water, as directed by Selwyn Water, and at Selwyn Water's cost; and
- (c) Selwyn Water will be responsible for compliance with all conditions of, and obligations relating to or arising from, such Consents.

- 6.5 Incorrect Receipt by the Council:** To the extent that any payment is received by the Council after Closing in respect of:

- (a) **Provided by Selwyn Water:** goods or services provided by Selwyn Water after the Closing Date; or
- (b) **Provided by Council:** goods or services provided by the Council where the payment was included as an Asset,

the Council must remit those funds (with identifying details) to an account nominated by Selwyn Water within 5 Business Days of receipt by the Council and the Council acknowledges and agrees that it has no claim to those funds.

- 6.6 Incorrect Receipt by Selwyn Water:** To the extent that any payment is received by Selwyn Water in respect of goods or services provided by the Council and the payment was not included as an Asset, Selwyn Water must remit those funds (with identifying details) to an account nominated by the Council within 5 Business Days of receipt by Selwyn Water and Selwyn Water acknowledges it has no claim to those funds.

- 6.7 Property Licence:** The parties agree that, from the Closing Date, the Council will grant a licence to Selwyn Water and Selwyn Water accepts a licence, for the non-exclusive use of the Freehold Properties and the Council Administered Reserves on the terms set out in the Property Licence. To avoid doubt, the Property Licence is intended to operate as a written standing consent for Selwyn Water to enter the Freehold

Properties and the Council Administered Reserves for the purposes of section 161 of the Water Services Act unless and until revoked by the Council in which case the process set out in the Water Services Act will apply.

**6.8 New Infrastructure on Crown Land or Department of Conservation Managed Reserves:** The parties acknowledge and agree that, to the extent that Selwyn Water plans to construct any new water infrastructure related to the provision of Water Services on Crown land or on Department of Conservation managed reserves, Selwyn Water will deal with this separately to this agreement and directly with the Crown and the Department of Conservation.

**6.9 Additional assets and liabilities:** Subject to clause 6.10, if, after Closing, the Council or Selwyn Water identifies any asset, contract or liability held by the Council that was not previously included in the Assets or Assumed Liabilities (**Further Item**), the parties will consider whether the Further Item fits within the Transfer Principles and if so, other than an Excluded Asset, the parties may agree to transfer the Further Item to Selwyn Water (subject to obtaining any applicable counterparty consent on terms satisfactory to both the Council and Selwyn Water) and amend the relevant annexure to this agreement, for consideration determined by the parties consistent with how the consideration was determined for the Assets and Assumed Liabilities. If, within 20 Business Days of identifying the Further Item, the parties cannot agree on:

- (a) whether the Further Item fits within the Transfer Principles; or
- (b) the value to attribute to the Further Item,

the expert determination process in clause 3.4 will apply, with appropriate changes to reflect the determination required by this clause (including an obligation on the relevant expert to take into account the Transfer Principles in making the determination).

**6.10 Restricted additional assets and liabilities:** For the purposes of clause 6.9, the parties agree that asset, contract or liability will constitute a Further Item only if it is not an Excluded Asset and is:

- (a) a contractual arrangement, agreement, understanding equivalent to the Contractual Arrangements;
- (b) a consent equivalent to the Consents;
- (c) work in progress that is equivalent to the Work in Progress;
- (d) an item of plant or equipment equivalent to the Plant and Equipment; or
- (e) a liability equivalent to the Assumed Liabilities,

(together, the **Additional Items**) or is a Liability relating to those Additional Items.

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

- (a) all assets and liabilities held by the Council prior to the Closing Date; or

- (b) any Further Item identified in accordance with clauses 6.9 and 6.10,

which, in accordance with the Transfer Principles, the parties agree (acting reasonably) relates to the delivery of Water Services, has been transferred to Selwyn Water (**Joint Post-Closing Review**). If the parties are unable to agree on whether an asset or liability relates to the delivery of Water Services, the expert determination process in clause 3.4 will apply, with appropriate changes to reflect the determination required by this clause (including an obligation on the relevant expert to take into account the Transfer Principles in making the determination).

- 6.12 Exclusion of Transitional Services and Shared Services:** The parties agree that the provisions of this clause 6 will not apply to any services which are expressly dealt with under the Transitional Services Agreement or the Shared Services Agreement.
- 6.13 Post-Closing Claims:** If, after Closing, a third party makes a claim against the Council or Selwyn Water and that claim relates to both the Council and Selwyn Water (**Post-Closing Claim**), the parties will discuss in good faith regarding possible steps for responding to the Post-Closing Claim. Neither party will make any admission, or enter into any settlement agreement, in relation to a Post-Closing Claim without the prior written approval of the other party, such consent not to be unreasonably withheld.
- 6.14 Exercise of Statutory Powers:** Selwyn Water acknowledges and agrees that it is entitled to exercise statutory powers to enter land on which the Plant and Equipment is located including entry pursuant to:
- (a) **Entry to private land, Council Administered Reserve and Freehold Properties:** sections 161 and 177 of the Water Services Act; and
- (b) **Access to legal road:** sections 172 and 177 of the Water Services Act.

## 7. ASSUMED LIABILITIES

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- 7.1 Assumed Liabilities:** On and from Closing Selwyn Water will:
- (a) **Pay or Perform:** assume responsibility for, pay all amounts payable in respect of, and perform any obligations in relation to, the Assumed Liabilities; and
- (b) **Indemnify:** indemnify the Council from and against all Losses suffered or incurred by Council as a result of the Assumed Liabilities.
- 7.2 No Liability:** For the avoidance of doubt, except as expressly provided under clause 7.1, Selwyn Water will not, by entering into this agreement, assume or take a transfer or assignment of any of the liabilities of the Council relating to (or any other liabilities associated with) the Water Services or any of the Assets which are attributable to the period before Closing.

## 8. CONTRACTUAL ARRANGEMENTS

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**8.1 Assignment:** Subject to clause 8.2, the Council will:

- (a) **Procure Consent:** to the extent to which a Contractual Arrangement cannot be assigned without the consent of the counterparty, use reasonable endeavours to procure that consent is obtained prior to Closing (and Selwyn Water will provide the Council with such reasonable assistance as the Council may request for this purpose); and
- (b) **Assign:** with effect from Closing, assign to Selwyn Water of all the Contractual Arrangements which are capable of assignment without the consent of the counterparty or in respect of which such consent has been received on or prior to Closing.

**8.2 Extent of Assignment:** Selwyn Water will accept an assignment of, and will observe and perform or procure to be observed and performed with effect from Closing all the obligations of the Council under, those Contractual Arrangements assigned to it under clause 8.1.

**8.3 Hold on Trust:** If and to the extent that any of the Contractual Arrangements cannot effectively be assigned to Selwyn Water without the consent or agreement of a third party and such consent or agreement has not been obtained at or prior to Closing:

- (a) **Endeavours:** the Council will, at its own cost, use all reasonable endeavours to obtain such consent or agreement as soon as practicable;
- (b) **Trust:** unless and until any such Contractual Arrangement is assigned Selwyn Water must (to the extent permitted under, and without constituting a breach of, such Contractual Arrangement) perform all the obligations of the Council under such Contractual Arrangement as the Council's sub-contractor and, where sub-contracting is not permitted, Selwyn Water must perform such obligations as the Council's agent; and
- (c) **Enforce:** unless and until any such Contractual Arrangement is assigned the Council must do all such acts and things as Selwyn Water may reasonably require to provide Selwyn Water with the benefits of such Contractual Arrangement,

provided that nothing in this agreement will constitute an assignment or attempted assignment if such assignment or attempted assignment would constitute a breach of such Contractual Arrangement.

## 9. LIABILITY

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

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

- (a) the breach giving rise to the Claim is capable of remedy and, within 20 Business Days after receiving notice of the Claim, that party remedies the breach to the reasonable satisfaction of the other party; or
- (b) the Claim is a contingent liability unless and until it becomes an actual liability.

## 10. WARRANTIES

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**10.1 Council Warranties:** The Council warrants to Selwyn Water, as at Closing, that:

- (a) the Assets:
  - (i) are the absolute property of, and under the control of, the Council; and
  - (ii) are not subject to any Encumbrance (other than Permitted Encumbrances);
- (b) the Contractual Arrangements are valid, binding and enforceable in accordance with their terms, the Council is not, nor will at Closing be, in breach, in any material respect, of any such contracts, and the Council is not aware of any breach, in any material respect, of any such contracts by any counterparty to any of them; and
- (c) the Council is not in breach, in any material respect, of any of the Consents, Statutory Responsibilities or Resource Consent Responsibilities.

**10.2 Qualifications:** The Warranties are given subject to:

- (a) the Disclosure Information; and
- (b) any matter or thing done or omitted to be done in accordance with any provision of this agreement or at the request, or with the prior approval, of Selwyn Water.

**10.3 Selwyn Water Acknowledgements:** Selwyn Water acknowledges and agrees that:

- (a) the Assets are sold on a strictly "as is where is" basis; and
- (b) the Council has not made any statement, representation or warranty (express or implied) as to, and Selwyn Water has no claim against the Council in respect of, the fitness, quality, condition or state of repair of any of the Assets.

## 11. DATA AND PRIVACY

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**11.1 Privacy Act:** The parties agree to comply with all Privacy Laws in respect of all Customer Data received by each party or in each party's possession.

- 11.2 Use of Data:** Selwyn Water may only use the Customer Data for the purpose of complying with its obligations under this agreement or otherwise by Law and for the Water Services.
- 11.3 Restrictions:** Selwyn Water:
- (a) must not transfer, store or make available, or permit the transfer, storage or making available of any Customer Data, outside New Zealand, without the prior written consent of the Council;
  - (b) must securely return or destroy the Customer Data, in a manner consistent with its usual policies, practices and procedures, once it is no longer required for the purposes which it was held or by Law. Where the Customer Data is to be destroyed, it must be destroyed by Selwyn Water in a manner that ensures it can no longer be recovered or reconstructed;
  - (a) must comply with all applicable Laws in relation to its use, storage, processing or transmittal of the Customer Data, including all Privacy Laws; and
  - (b) must not disclose, make available, transfer, sub-license or sell the Customer Data, or any copy, extract or modified form of the Customer Data, to any third party except to the extent this agreement expressly provides for.
- 11.4 Customer Consent:** The Council will be responsible for obtaining any required consent or authorisation from the persons to whom the Customer Data relates to the sharing of their Customer Data with Selwyn Water in relation to the provision by Selwyn Water of the Water Services.

## 12. CONFIDENTIALITY AND INFORMATION

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- 12.1 Confidentiality:** Subject to the remainder of this clause 12:
- (a) **Until Closing:** until Closing, each party will; and
  - (b) **After Closing:** after Closing the Council will,
 

maintain as confidential and will not, at any time, directly or indirectly, disclose or permit to be disclosed to any person, use for itself, or use to the detriment of the other party any Confidential Information except:
  - (c) **Law:** as required by law;
  - (d) **Public Knowledge:** as is already or becomes public knowledge, otherwise than as a result of a breach, by the party disclosing or using that Confidential Information, of any provision of this agreement;
  - (e) **Independently Acquired:** to the extent information was or is independently acquired or developed by the party receiving the information without the benefit or use of any of the Confidential Information;

- (f) **Regulatory Bodies:** to the extent Confidential Information is disclosed to a shareholder of a party, an elected official of such shareholder, a regulatory authority (including to The Water Services Authority – Taumata Arowai) or the Department of Internal Affairs;
- (g) **Professional Advisors:** to the extent Confidential Information is disclosed to a professional adviser in order for it to provide advice in relation to matters arising under or in connection with this agreement;
- (h) **Authorised:** as authorised in writing by the other party; or
- (i) **Required:** to the extent reasonably required to obtain the benefits of and fulfil the obligations under by this agreement. Without limiting the effect of this clause, a party may disclose Confidential Information only to those of its officers, employees or professional advisers, as is reasonably required for the implementation of this agreement (and provided that the disclosing party ensures that such information is not further disclosed).

**12.2 Selwyn Water Exceptions:** Nothing in this agreement limits the ability of Selwyn Water, after Closing, to disclose and use Confidential Information except to the extent that such information relates to:

- (a) **Agreement:** the terms of this agreement, including the Purchase Consideration; or
- (b) **Council:** the Council,

where the terms of clause 12.1 will continue to apply.

**12.3 Required Disclosures:** The parties acknowledge that the use or disclosure of information relating to the other party may be required by law (including under the Official Information Act 1982 and the Local Government Official Information and Meetings Act 1987), Ministers or through parliamentary convention so that a party may be obliged to disclose Confidential Information or other information of the other party.

**12.4 Announcements:** Unless required by law, neither party will make any announcements or disclosures as to the subject matter of this agreement (**Announcing Party**), except in a form and manner, and at a time, previously approved in writing by the other party (such approval not to be unreasonably or arbitrarily withheld). The Announcing Party will notify the other party of any material issues prior to the other party approving the form of the announcement in accordance with this clause 12.4.

**12.5 Records:** Each party must keep and maintain full records and documentation in relation to this agreement in accordance with the Public Records Act 2005, the Local Government Official Information and Meetings Act 1987, the Local Government Act 2002, and any applicable standards or policies.

### 13. DISPUTES

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- 13.1 Disputes:** The parties' representatives (as notified by each party in writing to the other party for the purposes of this clause) will, in the first instance, meet and discuss any dispute between the parties arising out of this agreement.
- 13.2 Senior Management:** If the discussions referred to in clause 13.1 fail to resolve the relevant dispute within 10 Business Days, either party may (by written notice to the other party) require that the respective CEOs of each party meet at least once (and within 10 Business Days of the date of the notice) to discuss and resolve the dispute.
- 13.3 Mediation:** If the discussions referred to in clause 13.2 fail to resolve the relevant dispute within 20 Business 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:
- (a) **Expert:** the mediator will not be acting as an expert or as an arbitrator;
  - (b) **Procedure:** the mediator will determine the procedure and timetable for the mediation; and
  - (c) **Costs:** the parties will share equally the cost of the mediation.
- 13.4 Legal Proceedings:** No party may issue any legal proceedings (other than for urgent interlocutory relief) relating to any dispute, unless that party has first taken all reasonable steps to comply with clauses 13.1, 13.2 and 13.3.
- 13.5 Independent Expert:** this clause 13 will not apply to any dispute which this agreement expressly provides is to be referred to an independent expert for determination.

### 14. NOTICES

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- 14.1 Method of Delivery:** Any notice required under this agreement must be in writing, legible and signed by a duly authorised representative of the party giving that notice and will be deemed validly given only if:
- (a) **Hand:** delivered by hand to the intended recipient's physical address as set out in schedule 1; or
  - (b) **Email:** sent by email to the intended recipient's email address as set out in schedule 1.
- Any party may update its notice details set out in schedule 1 by notice to the other parties given in accordance with this clause 14.
- 14.2 Delivery:** A written notice given in accordance with clause 14.1 is deemed to be received:
- (a) **Hand:** if delivered by hand, on delivery; or

(b) **Email:** if delivered by email, (on the date and time at which it enters the addressee's information system, 24 hours after the email was sent (provided that the sender's information system has not generated a record that the email has not been delivered)).

**14.3 Time of Delivery:** Any notice transmitted by email or delivered after 5.00 pm on a Business Day, or at any time on a non-Business Day, will be deemed received at 9.00 am on the following Business Day (being, in each case, the time of day at the intended place of receipt of that notice).

## 15. GENERAL

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

**15.2 Costs:** Unless otherwise stated in this agreement, each party will bear its own costs and expenses in connection with the negotiation, preparation and implementation of this agreement.

**15.3 Partial Invalidity:** If any provision of this agreement is or becomes invalid or unenforceable, that provision will be deemed modified to the minimum extent necessary to render that provision valid and enforceable or, if the parties cannot agree (acting reasonably) to such modification, will be deleted from this agreement. The invalidity or unenforceability of that provision will not affect the other provisions of this agreement, all of which will remain in full force and effect to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provision.

**15.4 Conflicting provisions:** If there is any conflict between the main body of this agreement and any schedules or appendices to this agreement, then the provisions of the main body of this agreement prevail.

**15.5 Non-Merger:** The warranties, undertakings, obligations and indemnities given under this agreement will not merge or be treated as discharged on Closing but will remain enforceable to the fullest extent, despite any rule of law to the contrary.

**15.6 Remedies:** The rights, powers and remedies provided in this agreement are cumulative and are in addition to any right, powers or remedies provided by law.

**15.7 Entire Agreement:** The Transaction Documents record the entire understanding and agreement of the parties relating to the matters dealt with in this agreement. The Transaction Documents supersede all previous understandings or agreements (whether written, oral or both) relating to such matters.

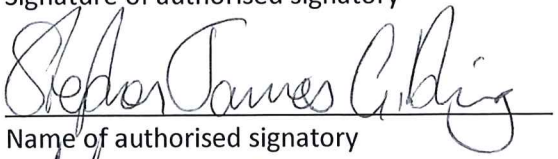
**15.8 Further Assurances:** Each party will, at its own expense, do all things and execute all documents reasonably required to give effect to the provisions and intent of this agreement whether before or after Closing.

- 15.9 Waiver:** Any waiver by a party of any of its rights or remedies under this agreement will be effective only if it is recorded in writing and signed by that waiving party. If the waiver relates to a breach of any provision of this agreement, this will not (unless stated otherwise) operate as a waiver of any other breach of that provision. A single or partial exercise of a right or remedy under this agreement does not prevent another or further exercise of that or another right or remedy. No waiver of any breach, or failure to enforce any provision, of this agreement at any time by a party will in any way affect, limit or waive that party's right to subsequently require strict compliance with this agreement.
- 15.10 Counterparts:** This agreement may be signed in counterparts. All executed counterparts will together constitute one document.
- 15.11 Electronic Signatures:** Each party consents to the use of, and will accept, an electronic signature of a signatory to this agreement applied on behalf of a party through DocuSign, or a substantially similar electronic signature technology, as if that electronic signature were an original signature
- 15.12 Copies:** Any copy of this agreement that is received via email in PDF or other document reproduction format (including any copy of any document evidencing a party's signature to this agreement) may be relied on by any party as though it were an original copy of this agreement. This agreement may be entered into on the basis of an exchange of PDF or other document reproduction format.
- 15.13 Amendment:** Except as provided for expressly in this agreement, no amendment to this agreement will be effective unless it is in writing and signed by each party.
- 15.14 Assignment:** This agreement binds, and takes effect for the benefit of, the parties and their respective successors and permitted assigns. No party may assign its interest in this agreement.
- 15.15 Governing Law and Jurisdiction:** This agreement is governed by the laws of New Zealand. The parties submit to the exclusive jurisdiction of the New Zealand courts in respect of all matters relating to this agreement.

## SIGNATURES

SIGNED by SELWYN DISTRICT COUNCIL:

  
 \_\_\_\_\_  
 Signature of authorised signatory

  
 \_\_\_\_\_  
 Name of authorised signatory

  
 AdCo CEO

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

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Signature of director/authorised signatory

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Name of director/authorised signatory

**SCHEDULE 1****NOTICES  
(Clause 13)**

<b><i>Selwyn District Council</i></b>	
Contact:	Tim Mason
Address:	2 Norman Kirk Drive, Rolleston 7614, New Zealand
Email Address:	<a href="mailto:Tim.Mason@selwyn.govt.nz">Tim.Mason@selwyn.govt.nz</a>
With a copy to:	[       ]

<b><i>Selwyn Water</i></b>	
Contact:	Alex Cabrera
Address:	2 Norman Kirk Drive, Rolleston 7614, New Zealand
Email Address:	<a href="mailto:Alex.Cabrera@selwyn.govt.nz">Alex.Cabrera@selwyn.govt.nz</a>
With a copy to:	[       ]

**SCHEDULE 2**

**PROPERTY LICENCE  
(Clause 6.7)**

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

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**SELWYN DISTRICT COUNCIL**

**SELWYN WATER LIMITED**

AGREEMENT DATED

2025

**PARTIES**

1. **SELWYN DISTRICT COUNCIL**, a territorial authority established under the Local Government Act 2002 (**Council**)
2. **SELWYN WATER LIMITED**, a company incorporated in New Zealand (company number 9344511) (**Selwyn Water**)

**BACKGROUND**

- A. The Council owns the Land.
- B. Selwyn Water is a Council-Controlled Organisation and Water Service Provider established by the Council to deliver drinking water and wastewater services across Selwyn District.
- C. The Council has transferred the Assets on the Land to Selwyn Water.
- D. The Water Services Act provides rights to Selwyn Water as a Water Service Provider to enter the Land and carry out work subject to consent and conditions.
- E. The Council and Selwyn Water have entered into this agreement to record the consent and conditions which are applicable to Selwyn Water's rights to enter and carry out work in accordance with the Water Services Act.

**THIS AGREEMENT RECORDS THAT:****1. DEFINITIONS AND INTERPRETATION****1.1 Definitions:** In this agreement, unless the context indicates otherwise:

**Assets** means the plant and equipment situated on the Land used in connection with the provision of Water Services, which were transferred by the Council to Selwyn Water pursuant to the Transfer Agreement, and includes any new plant and equipment used in connection with the provision of Water Services on the Land after the date of this agreement;

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

**Building Act** means the Building Act 2004;

**Building Work** has the same meaning as in the Building Act;

**Code Compliance Certificate** has the same meaning as in the Building Act;

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

**Council-Controlled Organisation** has the meaning give to it in the Local Government Act 2002;

**Freehold Properties** means the land owned by the Council (details of which, as at the date of this agreement are listed in Schedule 2);

**Land** means land owned or administered by the Council including the Freehold Land, the Council Administered Reserves and any other land owned or administered by the Council from time to time during the Term and on which any Assets are located at the date of this agreement, or subsequently located during the Term;

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

**Licence Rights** means the rights granted to Selwyn Water under section 161 of the Water Services Act.

**Management Plan** means any management plan prepared by the Council from time to time for the management of the Council Administered Reserves;

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

**Restricted Activities** means:

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

**Road** means any road located within Selwyn District where the Council is the road controlling authority;

**Standard Activities** means all activities permitted under section 161(1) of the Water Services Act other than the Restricted Activities;

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

**Transfer Agreement** means the transfer agreement between the Council and Selwyn Water which, among other things, transferred the Assets to Selwyn Water;

**Term** means, subject to clause 7 of this agreement, the period from the effective date of the Transfer Agreement until such time as Selwyn Water is no longer a water

services provider for the Selwyn District under the Water Services Act, or no longer owns the Assets;

**Water Service Provider** has the meaning given to it in the Water Services Act;

**Water Services** has the meaning given to that term in the Transfer Agreement;

**Water Services Act** means the Local Government (Water Services) Act 2025; and

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

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

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

replaced from time to time and in any form, whether on paper or in an electronic form.

## **2. GRANT OF LICENCE**

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- 2.1** The Licence Rights to which this agreement relates are granted to Selwyn Water pursuant to section 161 of the Water Services Act.
- 2.2** To avoid doubt, this agreement does not relate to any Road and notice and entry requirements are addressed in section 172 of the Water Services Act.

## **3. NOTIFICATION AND CONSENT**

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- 3.1** Subject always to compliance with clause 6 of this agreement, the written notification requirement under section 162 of the Water Services Act is waived and consent is granted without conditions under section 163 of the Water Services Act for all Standard Activities on the Land except for any areas that are subject to Third Party Rights.
- 3.2** Despite clause 3.1, Selwyn Water must keep records of all entry and activities to be undertaken on the Land, including the proposed and actual duration of such activities and will provide such information to the Council on request. The Council may elect to have this information provided in real time by email to an address notified to Selwyn Water.
- 3.3** Where Selwyn Water needs to undertake any Standard Activities on any area of the Land that is, or may be, subject to Third Party Rights, Selwyn Water must provide the Council, within the notice periods aligning with section 163(3) of the Water Services Act, with full details of the works to be undertaken and the proposed timeframes to enable the Council to engage with the third party as to access. The Council must respond within the timeframes and in accordance with the requirements set out in section 163(1) of the Water Services Act. Once access is granted, Selwyn Water must carry out the works in accordance with clause 5.4 of this agreement and use reasonable endeavours to minimise any disruption to the third party.
- 3.4** Where Selwyn Water needs to undertake any Restricted Activities on the Land, Selwyn Water must first comply with clause 5 of this agreement.

## **4. REVOCATION**

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- 4.1** Despite any other provision in this agreement, the Council may at any time, by notice in writing to Selwyn Water, revoke the consents granted by this agreement in relation to some or all of the Land and if that occurs, the processes set out in the Water Services Act will instead apply from the date of the notice.
- 4.2** Any revocation will not apply in relation to any Standard Activities that have already commenced.

## 5. RESTRICTED ACTIVITIES

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- 5.1** Selwyn Water must not undertake any Restricted Activities on the Land without the prior written consent of the Council.
- 5.2** For the purposes of obtaining consent under clause 5.1 of this agreement, Selwyn Water must provide to the Council plans and specifications for the proposed works for approval.
- 5.3** Before commencing any works approved by the Council, Selwyn Water must provide to the Council:
- (a)** evidence that Selwyn Water has obtained all regulatory consents from the relevant Authorities (including resource consents and building consents) required to enable any Restricted Activities to be carried out on the Land; and
  - (b)** evidence that Selwyn Water has in place, in the joint names of the Council and Selwyn Water, contractors all risk insurance for an amount specified by the Council having regard to the value of the works during the course of the works and public liability insurance for an amount specified by the Council.
- 5.4** Where any works are being carried out on Council Administered Reserve, Selwyn Water must first install all necessary fencing, hoardings and signage to prevent access to the works area by members of the public and must ensure that the Assets do not compromise the use of the Council Administered Reserve for the purpose for which the relevant reserve is classified.
- 5.5** Selwyn Water must carry out the works:
- (a)** in a skilful and efficient manner;
  - (b)** in conformity with the building consents and other approvals from the relevant Authorities (if applicable);
  - (c)** in accordance with best trade practices; and
  - (d)** in compliance with the requirements of all Laws as they affect the works and Selwyn Water's use of the Land.
- 5.6** On completion of the Building Work, Selwyn Water must obtain and provide to the Council the Code Compliance Certificate and a complete set of as-built drawings accurately showing the Building Work.
- 5.7** Selwyn Water must not allow any area of the Land to be open to members of the public or allow the use of the Land by members of the public if that would be in breach of section 363 of the Building Act.

## 6. HEALTH & SAFETY

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**6.1** In completing any work on Land under this agreement, Selwyn Water must at all times:

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

**6.2** Selwyn Water must, to the extent that its health and safety duties overlap with the Council:

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

**6.3** If there are multiple occupants on the Land, then Selwyn Water must:

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

**6.4** Selwyn Water must immediately notify the Council of any:

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

in connection with the Land.

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

## 7. TERMINATION

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During the Term, either party may terminate this agreement on written notice to the other (**Termination Notice**) and following service of a Termination Notice, the provisions of the Water Services Act will apply in replacement for the provisions in this agreement.

## 8. COMPLIANCE WITH STATUTORY REQUIREMENTS

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

## 9. REGULATORY POSITION

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**9.1** The Council and Selwyn Water have respectively signed this agreement as licensor and licensee of the Land and in their non-regulatory capacities. This agreement does not bind either party in their regulatory capacity in any way and any consent or agreement the Council gives as licensor under this agreement is not an agreement or consent in its regulatory capacity and vice versa.

**9.2** When acting in its regulatory capacity, the Council is entitled to consider all applications to it without regard to this agreement. The Council is not liable to Selwyn Water or any other party if, in its regulatory capacity, the Council declines or imposes conditions on any consent or permission that Selwyn Water or any other party seeks for any purpose associated with this agreement.

## 10. DISPUTE RESOLUTION

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

## 11. GENERAL

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**11.1** If any part of this agreement is held by any Court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination will not impair the enforceability of the remaining parts of this agreement. The invalidity of any part or provision of this agreement will not affect the enforceability of any other part or provision of this agreement.

**11.2** The parties acknowledge and agree that certain covenants set out in this agreement will continue beyond the expiry or sooner determination of this agreement for the benefit of the parties notwithstanding expiry or sooner determination of this agreement.

**11.3** No amendments, variations or modifications to this agreement will be effective unless made in writing and signed by or on behalf of each of the parties.

- 11.4** This agreement may be executed by scan, and in any number of counterparts all of which will be deemed an original and together be taken as a single instrument.
- 11.5** Each party irrevocably consents to the signing of this agreement by electronic signature(s) in accordance with the Contract and Commercial Law Act 2017 and agrees to be bound if this agreement is signed by electronic signature(s). If either party signs this agreement by electronic signature, they must, if requested, provide separate written confirmation to the other party that:
- (a) the electronic signature was legitimately applied with the relevant authority;
  - (b) the signatory has full knowledge of the contents of this agreement and intends to be bound by it; and
  - (c) the electronic signature complied with the requirements of section 228 of the Contract and Commercial Law Act 2017 (if applicable).
- 11.6** Clause 11.5 of this agreement does not detract from the Contract and Commercial Law Act 2017 nor does it limit the ability of any party signing this agreement by any other means so permitted at law.

#### SIGNATURES

**SIGNED** by **SELWYN DISTRICT COUNCIL**:

\_\_\_\_\_  
Signature of authorised signatory

\_\_\_\_\_  
Name of authorised signatory

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

\_\_\_\_\_  
Signature of director/authorised signatory

\_\_\_\_\_  
Name of director/authorised signatory

**SCHEDULE 1**  
**COUNCIL ADMINISTERED RESERVE**

LAND USE	NAME	LOCATION	VALUATION ID	CERTIFICATE OF TITLE	LEGAL DESCRIPTION
Monitoring	Kirwee (W) Hoskyns Road	1695 Hoskyns Road	2419019624	855915	LOT 400 DP 528758 Utility Site
Monitoring	Lincoln (W) West Belt	22 West Belt, Lincoln	2404117401	632239	LOT 3 DP 469503
Monitoring	Rolleston (W) Dalwood Cr	Dalwood Crescent, Rolleston	2405390359	818253	LOT 26 DP 519781 Local Purpose Utility Reserve
Monitoring	West Melton (W) Cypress Ln	Johnson Road	2354143000	CB39C/33	LOT 22 DP 51844- UTILITY RES- WATER SUPPLY
Sewer Pump Station	Leeston (S) Clausen Ave	Clausen Avenue, Leeston	2416020738	727870	LOT 72 DP 495706 Local Purpose (utility) Reserve
Sewer Pump Station	Lincoln (S) Liffey Springs	Russ Drive	2404002820	760017	LOT 412 DP 504646 Local Purpose (Pump Station) Reserve
Sewer Pump Station	Lincoln (S) Lincolndale	Southfield Drive, Lincoln	2404002498	260817	LOT 105 DP 364100 LOCAL PURPOSE RESERVE
Sewer Pump Station	Lincoln (S) LLD	Springs Road, Lincoln	2404180096	576388	LOT 1300 DP 451382
Sewer Pump Station	Lincoln (S) Oaks Dr	Southfield Drive, Lincoln	2404190466	892287	LOT 1001 DP 535301 Local Purpose (Utilities) Reserve
Sewer Pump Station	Lincoln (S) Verdeco Park	Craig Thompson Drive, Lincoln	2404254204	834491	LOT 806 DP 523822 Local Purpose (Utilities) Reserve
Sewer Pump Station	Prebbleton (S) Aberdeen	Monte Crescent, Lincoln	2404318800	989502	LOT 408 DP 558331 Local purpose (Utilities) Reserve
Sewer Pump Station	Prebbleton (S) Central	Monte Crescent, Lincoln	2404318700	989501	LOT 407 DP 558331 Local purpose (Utilities) Reserve
Sewer Pump Station	Prebbleton (S) Prebbleton	Aberdeen Road, Prebbleton	2355206199	363026	Lot 103 DP 389232 - UTILITY RESERVE - PUMP STN
Sewer Pump Station	Prebbleton (S) Prebbleton	Coachmans Road, Prebbleton	2355228996	600054	LOT 303 DP 456451 Local Purpose Utilities Reserve

LAND USE	NAME	LOCATION	VALUATION ID	CERTIFICATE OF TITLE	LEGAL DESCRIPTION
Sewer Pump Station	Prebbleton (S) Terminal PS	612 Springs Road	2355205201	821376	Section 1 Survey Office Plan 515629 Pumping Station
Sewer Pump Station	Prebbleton (S) The Woods	Black Rock Way, Prebbleton	2355206473	710829	Lot 103 DP 488852 Sewerage Pump
Sewer Pump Station	Prebbleton (S) Waratah Park	Trents Road	2355205051	370047	LOT 51 DP 392291 Utility
Sewer Pump Station	Prebbleton (S) William Deans Dr	James Prebble Drive, Prebbleton	2355228044	924150	LOT 80 DP 544721 Wastewater Pump Station Reserve
Sewer Pump Station	Rolleston (S) Branthwaite Drive	Branthwaite Drive, Rolleston, Selwyn	2405702100	826106	Lot 1000 DP 521719 Local Purpose Utility Reserve
Sewer Pump Station	Rolleston (S) Goulds Rd	Goulds Road	2405522801	CB43B/561	LOT 101 DP 75160 - UTILITY RESERVE
Sewer Pump Station	Rolleston (S) Haymakers Crescent	Haymakers Crescent, Rolleston	2405500922	764154	LOT 101 DP 500967 Local Purpose (Utility) Reserve
Sewer Pump Station	Rolleston (S) McLenaghan Rd	McLennaghan Road, Rolleston	2405535434	738931	LOT 30 DP 498070 Local purpose (utility) reserve
Water Pump Station	Hororata (W) Aitkens Rd PS	Aitkens Road	2423010803	531002 636982	SEC 1 SO 422833 SEC 1 SO 466964 Water Supply
Water Pump Station	West Melton (W) Ridgeland Way Bore	Kingsdowne Drive, West Melton	2354240077	722282	Lot 400 DP 494094 - LOCAL PURPOSE (UTILITY) RESERVE
			2354240230	866594	LOT 401 DP 531293 Local Purpose (Utility) Reserve
			2354240180	757795	LOT 403 DP 504116 Local Purpose (Utility) Reserve
			2354240231	866595	LOT 402 DP 531293 Local Purpose (utility) Reserve
Water Treatment Plant	Kirwee (WTP) Hoskyns Rd	1695 Hoskyns Road	2419019624	855915	LOT 400 DP 528758 Utility Site

LAND USE	NAME	LOCATION	VALUATION ID	CERTIFICATE OF TITLE	LEGAL DESCRIPTION
Water Treatment Plant	Lincoln (WTP) Eastfield Dr	Edward Street, Lincoln	2356169180	696601	LOT 904 DP 487176 Local Purpose (Utility) Reserve
Water Treatment Plant	Rolleston (WTP) Dalwood Cr	Dalwood Crescent, Rolleston	2405390359	818253	LOT 26 DP 519781 Local Purpose Utility Reserve
		Dalwood Crescent, Rolleston	2405390360	818254	LOT 27 DP 519781 Local Purpose Utility Reserve
Water Treatment Plant	Rolleston (WTP) McLenaghan Rd	McLenaghan Road, Rolleston	2405535434	738931	LOT 30 DP 498070 Local purpose (utility) reserve
Water Treatment Plant	Springston (WTP) Mather Pl	2 Mather Place, Springston	2405234203	251878	LOT 3 DP 361806 UTILITY LOT - WATER TOWER

## SCHEDULE 2

### FREEHOLD LAND

LAND USE	NAME	VALUATION ID	CERTIFICATE OF TITLE	LEGAL DESCRIPTION
Monitoring	Castle Hill (W) Torlesse Place	2427016000	CB39C/56	LOT 1026-1031 1040 DP 45983
Monitoring	Darfield (W) Intake Bleak House Rd	2421001200	NZG 1970 PAGE 2	RURAL SEC 39924 BLK III HAWKINS SD
Monitoring	Darfield (W) South Tce	2418000511	742315	Section 10 SO 491493 Library/Service Centre
Monitoring	Dunsandel (W) Browns Rd	2412008200	CB48B/299	GAZ 1982-724 LOTS 1-3 DP 7792 RES 4103- DUNSANDEL REC RES INCLUDES HALL, FIRE STATION & PLUNKET ROOMS
		2412008200A	0	GAZ 1982-724 LOTS 1-2 PT LOT 3 DP 7792 PT RES 4103-DUNSANDEL HALL & GROUNDS
		2412008200B	0	GAZ 1982-724 PT LOT 3 DP 7792 PT RES 4103 - DUNSANDEL FIRE STATION
Monitoring	Malvern (W) Greendale Hall	2420021200	NZG 1979 PAGE 7	L36029 GAZ 79- 2524 RES 3882 BLK XIV HAWKINS SD
Monitoring	Rakaia Huts (W) Camp Ground	2411025900	0	
Monitoring	Rolleston (W) Raven Dr	2405226608	CB39D/1024	LOTS 15-18 DP 68384 BLK VII LEESTON SD
Monitoring	Sheffield (W) Tramway Rd	2421024800	CB32K/609	RES 5245 5246 5247 5255 5256 BLK XIII OXFORD SD -SO 10915
Monitoring	Springfield (W) Tawera Hall	2421034500	CB507/295	LOT 1 DP 13336 BLK XII KOWAI SD
Sewer Pump Station	Darfield (S) Kersey	2420009423	1109278	Lot 300 DP 586384 - Local Purpose Reserve
Sewer Pump Station	Darfield (S) Telegraph Rd	2420007000AC	0	PT RS 27971 (MAIN LEASED AREA)
Sewer Pump Station	Doyleston (S) Greenan Pl	2410022326	323880	LOT 26 DP 380678 LOCAL PURPOSE RESERVE
Sewer Pump Station	ESSS (S) Allendale Ln	2404000104	0	GAZ 75-490 LOT 1 DP 50546 BLK V HALSWELL SD - SUBJ TO & WITHINT IN R/W OVER PT LOT 5 DP 4157 RURAL SEC 40354 & PT LOT 5 DP 6070 SUBJ TO R/W EASEMENT FOR LOT 1 DP 62145

LAND USE	NAME	VALUATION ID	CERTIFICATE OF TITLE	LEGAL DESCRIPTION
Sewer Pump Station	ESSS (S) Burnham School Rd	2405546002	234323	Lot 1 DP 357618 Sewer Pump
Sewer Pump Station	Lincoln (S) Edward St	2404166000	CB6D/841	LOT 12 DP 25089
Sewer Pump Station	Lincoln (S) Faulks Dr	2356118649	654261	Lot 130 DP 475214
Sewer Pump Station	Lincoln (S) Liffey Springs	2404002819	760015	LOT 411 DP 504646 Local Purpose (Esplanade) Reserve
Sewer Pump Station	Lincoln (S) Millstream Dr	2404163808	CB45A/904	LOT 66 DP 78578 Reserve Accessway
Sewer Pump Station	Lincoln (S) Outlet Pump Station	2404000104	0	GAZ 75-490 LOT 1 DP 50546 BLK V HALSWELL SD - SUBJ TO & WITHIN R/W OVER PT LOT 5 DP 4157 RURAL SEC 40354 & PT LOT 5 DP 6070 SUBJ TO R/W EASEMENT FOR LOT 1 DP 62145
Sewer Pump Station	Lincoln (S) Rosemerryn	2356120111	1040947	Lot 1035 DP 570757
Sewer Pump Station	Lincoln (S) Rosemerryn	2356120107	1040943	Lot 1019 DP 570757 - RECREATION RESERVE
Sewer Pump Station	Lincoln (S) Ryelands	2404013526	51525	LOT 126 DP 313085 BLK V HALSWELL SD
Sewer Pump Station	Lincoln (S) Te Raki Dr	2404190465	892286	LOT 1000 DP 535301 Local Purpose (Utilities) Reserve
Sewer Pump Station	Prebbleton (S) The Elms	2355206634	97589	LOT 34 DP 324187 RECREATION RESERVE
Sewer Pump Station	Prebbleton (S) Tosswill Rd	2355230600	0	-
Sewer Pump Station	Rolleston (S) Acland	2405512972	1048968	Lot 1330 DP 573947 - Recreation Reserve
Sewer Pump Station	Rolleston (S) Broadway Pde PS	2405512969	1048965	Lot 1325 DP 573947 - Recreation Reserve
Sewer Pump Station	Rolleston (S) Flight Close	2405788400	885702	LOT 344 DP 535296 Local Purpose (Access) Reserve
Sewer Pump Station	Rolleston (S) Goldrush Ln	2405505306	645884	LOT 314 DP 472884

LAND USE	NAME	VALUATION ID	CERTIFICATE OF TITLE	LEGAL DESCRIPTION
Sewer Pump Station	Rolleston (S) Helpet	2405511609	853572	LOT 103 DP 528200
Sewer Pump Station	Rolleston (S) Jean Archie Dr	2405537645	1032872	LOT 204 DP 565758
Sewer Pump Station	Rolleston (S) Soar Terrace	2405786200	953269	LOT 437 DP 551477 Recreation Reserve
Sewer Pump Station	Rolleston (S) Southeast PS	2405513668	1167018	Lot 200 DP 600174 - Local Purpose (Access) Reserver
Sewer Pump Station	Rolleston (S) Westwood	2405661373	1020743 1020744 1020766 1020767	Lot 24-25 Lot 297- 298 DP 568215
Sewer Pump Station	Upper Selwyn Huts (S) Bruce Ave	2404035800	CB46A/42	M36184 GAZ 65- 47 PT RES 3048 BLK XII LEESTON SD
Sewer Pump Station	West Melton (S) Gainsborough	2354180306	394443	LOT 214 DP 398852
Sewer Pump Station	West Melton (S) Wilfield	2354240161	748210	LOT 402 DP 501187
Sewer Treatment Plant	Claremont (STP) Avonie Pl	2352210759	193481	LOT 59 DP 347066
Sewer Treatment Plant	Ellesmere (STP) Leeston	2410016600	CB40B/749	LOT 1 DP 70552 BLK XIV LEESTON SD BLK IISOUTHBRIDGE SD
		2410016600A	CB40B/749	PT LOT 1 DP 70552 LAND LEASED
		2410016600B	CB40B/749	PT LOT 1 DP 70552 LEESTON - RESIDENTIAL
		2410016600C	CB40B/749	PT LOT 1 DP 70552 ROUND SEWAGE PONDS
		2410016601	CB40B/748	LOTS 1-2 DP 29488 LOT 1 DP 69263 BLK XIV LEESTON SD
		2410016601A	0	PT LOT 1 DP 29488 LOT 1 DP 69263
		2410016601B	0	LOT 2 DP 29488 BLKS XIV LEESTON SD BLK II SOUTHBRIDGE SD
Sewer Treatment Plant	ESSS (STP) Pines	2405210102	39051	LOT 1 DP 309881 BLK II LEESTON SD
		2405210200	578661 578662	SECS 2-3 SO 444352
Sewer Treatment Plant	Lake Coleridge (STP)	2426005070	CB38A/1076 CB38A/1077	LOTS 1 2 DP 64624 BLK XII COLERIDGE SD

LAND USE	NAME	VALUATION ID	CERTIFICATE OF TITLE	LEGAL DESCRIPTION
Sewer Treatment Plant	Upper Selwyn Huts (STP)	2404019004	CB46A/40	GAZ 1994-64 LOT 1 LT 57339 BLK XII LEESTON SD-LOCAL PURPOSE (SEWAGE PONDS) RESERVE
Water Pump Station	Darfield (W) Kimberley Rd PS	2420000701	CB17F/1300	LOT 1 DP 31007 BLK III HAWKINS SD
Water Pump Station	Lincoln (W) Kildare Tce Bore	2404150700	CB795/33	M36105 GAZ 19-3135 PT RES 3761 LINCOLN TSHIP
Water Pump Station	Lincoln (W) Marion Pl Bore	2404190219	675521	LOT 999 DP 480767
Water Pump Station	Rolleston (W) Illinois Dr Bore	2354168021	590253	LOT 4 DP 456528
Water Pump Station	Sheffield (W) Frasers Rd	2421007100	CB7/263	GAZ 84-1441 RS 41187 BLK VIII OXFORD SD LOCAL PURPOSE PLANTATION RESERVE
Water Pump Station	West Melton (W) Jacqueline Dr Bore	2354240600	566591	Lot 406 DP 448092 - LOCAL PURPOSE (DRAINAGE) RESERVE
Water Pump Station	West Melton (W) Royston Common Bore	2354128591	575147	LOT 101 DP 451276 LOCAL PURPOSE RESERVE
Water Reservoir	Doyleston (W) Reservoirs	2410021400	1094176	Section 1 SO 571129
Water Reservoir	Hororata (W) Thwaites Rd Res	2423018900A	916129	PT RES 2217 Grazing lease
		2423018900B		PT RES 2217 Glider Shed and balance of land
		2423018900C		PT RES 2217 Planting strips & walkways
Water Treatment Plant	Arthurs Pass (WTP) School Tce	2427007003	CB34C/1202	SEC 5 SO 14529 BLK VI BEALEY SD
Water Treatment Plant	Claremont (WTP) Devine Dr	2352210760	1003982	Section 1 SO 554154
Water Reservoir	Claremont (WTP) Devine Dr	2352210764	1003982	Section 1 SO 554155
Water Treatment Plant	Darfield (WTP) SH73	2420008201	548759	SECTION 1 SURVEY OFFICE PLAN 438579
Water Treatment Plant	Dunsandel (WTP) Irvines Rd	2412038510	575073	LOT 3 DP 451272 LOT 48 DP 59713

LAND USE	NAME	VALUATION ID	CERTIFICATE OF TITLE	LEGAL DESCRIPTION
Water Treatment Plant	Edendale (WTP) Genesis Dr	2419000142	CB33K/767	LOT 50 DP 56675 BLK X ROLLESTON SD
Water Treatment Plant	Hororata (WTP) Homebush Rd	NA	No details	Section 1 SO 417415
Water Treatment Plant	Jowers Rd (WTP)	2354109000	CB26K/855	LOT 19 DP 47759
Water Treatment Plant	Kirwee (WTP) High St	2419020000C	1011580	RES 2416
Water Treatment Plant	Leeston (WTP) Gallipoli St	2416003600	0	RES 5017 BLK XIV LEESTON SD-SUBJ TO EASEMENT DP 74161
		2416009200		GAZ 59-869 RES 5107- LIBRARY MEDICAL CENTRE
Water Treatment Plant	Leeston (WTP) Leeston Dunsandel Rd	2410011304	885819	SEC 1 SO 534245
Water Treatment Plant	Lincoln (WTP) Eastfield Dr	2404169176	696597	LOT 606 DP 487176
Water Treatment Plant	Lincoln (WTP) Kakahi St	2404000119	702147	SEC 1 SO 483818
Water Treatment Plant	Lincoln (WTP) Veuve Dr	2356118844	863367	LOT 1 DP 530510
Water Treatment Plant	Malvern (WTP) Hartleys Rd	2422010601	828505	Section 1 SO 520679 Pump House
Water Treatment Plant	Prebbleton (WTP) Shands Rd	2352216600	981668	PT RESERVE 263
Water Treatment Plant	Prebbleton (WTP) Tosswill Rd	2355230600	CB672/23	RES 3996
Water Treatment Plant	Rakaia Huts (WTP) Pacific Dr	2411026300	203402	LOT 58 DP 349645
Water Treatment Plant	Rolleston (WTP) Helpet Park	2405511609	853572	LOT 103 DP 528200
Water Treatment Plant	Rolleston (WTP) Izone Dr	2354167310	77755	LOT 7 DP 319719 BLK III LEESTON SD BLK XV ROLLESTON SD
		2354167311	77756 486707	LOT 8 DP 319719 BLK III LEESTON SD BLK XV ROLLESTON SD

LAND USE	NAME	VALUATION ID	CERTIFICATE OF TITLE	LEGAL DESCRIPTION
Water Treatment Plant	Rolleston (WTP) Moore St	2405101500	CB11K/806	LOT 135 BLK II DP 307
		2405400100	1008273	LOT 9 DP 565008
		2405400109	1008275	LOT 11 DP 565008
Water Treatment Plant	Rolleston (WTP) Overbury Cr	2405302297	221522	LOT 413 DP 354134 WATER WELL (SDC)
Water Treatment Plant	Southbridge (WTP) St John St	2417013900	CB777/38	RES 4918 -TOWN COUNCIL DEPT-
Water Treatment Plant	Te Pirita (WTP) Sharlands Rd	2412031301	840780	Section 1 SO 518004 Te Pirita Pump Station
Water Treatment Plant	Upper Selwyn Huts (WTP) Spackman Ave	2404035800	CB46A/42	M36184 GAZ 65-47 PT RES 3048 BLK XII LEESTON SD
Water Treatment Plant	West Melton (WTP) Elizabeth Allen Dr	2354270100	632402	LOT 701 DP 469569
Water Treatment Plant	West Melton (WTP) Rossington Dr	2354180306	394443	LOT 214 DP 398852

**ANNEXURE 1**  
**EXCLUDED ASSETS**

Nil

## ANNEXURE 2

### CONTRACTUAL ARRANGEMENTS

#### Agreements

- Relationship Agreement between Te Taumutu Runanga and Selwyn District Council dated 30 November 2022;
- Special Trade Waste Agreement between Selwyn District Council and Westland Co-Operative Dairy Company Limited (trading as Westland Milk Products) dated 17 December 2015;
- Undated Infrastructure Agreement between Selwyn District Council and Heinz Wattie's Limited;
- Sheffield Water Co-Operation Agreement between Selwyn District Council and Central Plains Water Limited dated 6 December 2016;
- Infrastructure Agreement between Selwyn District Council and Agresearch Limited dated 13 December 2022;
- Development and Waste Agreement between Selwyn District Council and Her Majesty the Queen, in her right of Her government in New Zealand acting by and through the Chief of Defence Force dated 5 September 2020;
- Affidavit of Murray England for Selwyn District Council dated 13 July 2012 relating to Agreement for Water Supply for Lake Coleridge Village and Access to Rakaia River between Selwyn District Council and Trustpower Limited dated 11 July 2012; and
- Sewage and Trade Waste Disposal Agreement between the Christchurch City Council and Selwyn District Council dated 5 November 1997.

#### Commercial Suppliers

- Agreement between Selwyn District Council and One Water Modelling Limited dated 22 September 2022 for water supply modelling;
- Agreement between Selwyn District Council and WSP Limited for wastewater modelling;
- Arrangement between Selwyn District Council and Thomas Consultants for water balance and review of Council's water supply systems;
- Agreement between Selwyn District Council and Aqualinc for water services planning;
- Agreement between Selwyn District Council and Cawthron Institute for cyanobacteria and toxin laboratory analysis;
- Agreement between Selwyn District Council and Pattie Delamore Partners Limited for water services planning;

## Agreement for Sale and Purchase of Assets – Annexure 2: Contractual Arrangements

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- Agreement between Selwyn District Council and Reeftide Environmental and Projects for planning support;
- Agreement between Selwyn District Council and WSP Limited and Stantec for master planning support;
- Agreement between Selwyn District Council and Beca Limited for consultant support; and
- Agreement between Selwyn District Council and GHD Limited for consultant support.

### Capital Works Contracts

- Contract No. C1241 – Ridgeland Way WTP Dorper Road, West Melton between Selwyn District Council and CORDE Limited;
- Contract No. C1474, CC10020 – Ellesmere to Pines between Selwyn District Council and CORDE Limited;
- Contract No. C1241 – Lincoln Lining between Selwyn District Council and CORDE Limited;
- Contract No. C1241 – Lake Coleridge Lining between Selwyn District Council and CORDE Limited;
- Contract No. C1241 – Southbridge Lining between Selwyn District Council and CORDE Limited;
- Contract No. C1241 – Birches Road wastewater upgrade between Selwyn District Council and CORDE Limited;
- Contract No. C1452, CC10015 – WTP Shands Road Reservoir and Pump Station Design & Construction between Selwyn District Council and CORDE Limited;
- Contract No. C1452 – South East PS Stage 2 between Selwyn District Council and CORDE Limited;
- Contract No. C1422 – Pines WWTP Solids Upgrade between Selwyn District Council and CORDE Limited;
- Contract No. C1241 – Pines Irrigation supply and installation between Selwyn District Council and CORDE Limited;
- Contract No. C1241 – Creyke Road Water Treatment Plant Design and Construct Project between Selwyn District Council and CORDE Limited;
- Contract No. C1241 – Kirwee AC Watermain Renewals Project between Selwyn District Council and CORDE Limited;
- Contract No. C1241 – Lake Coleridge AC Watermain Renewals Project between Selwyn District Council and CORDE Limited;

## Agreement for Sale and Purchase of Assets – Annexure 2: Contractual Arrangements

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- Contract No. C1241 – Hororata to Hartleys Stage 1B Trunk Main Project between Selwyn District Council and CORDE Limited; and
- Contract No. C1241 – Coalgate Pump Station and Reservoir Design and Construct Project between Selwyn District Council and CORDE Limited.

### **Contractual Arrangements to be partially assigned or partially novated**

- Contract 1241 between Selwyn District Council and CORDE Limited dated 1 October 2021 for network management for water supply, wastewater, stormwater and water races;
- Agreement between Selwyn District Council and Hill Laboratories Limited for water services sampling and water quality testing and monitoring;
- Agreement between Selwyn District Council and WSP Limited, Adapt Solutions and Brian Smith for the valuation of water assets;
- Agreement between Selwyn District Council and Matt Molloy Consulting Limited for compliance assessment under the Drinking Water Quality Assurance Rules;
- Agreement between Selwyn District Council and Lutra Limited for Infrastructure Data System;
- Agreement between Selwyn District Council and IDS for infrastructure decision support;
- Agreements between Selwyn District Council and Jacobs New Zealand Limited for source water risk management plans and consultant support;
- Agreements between Selwyn District Council and Waugh Consultants for annual compliance WWTP reports and consultant support;
- Agreement between IAM Consulting (M Gordon) Limited for 5Waters activity management plan review;
- Agreement between Selwyn District Council and Adapt Solutions Limited for AMS software and support;
- Agreement between Selwyn District Council and CarbonEES for power data information system (e-Bench);
- Agreement between Selwyn District Council and Meridian and Mercury for power supply to sites; and
- Licence Agreement between Selwyn District Council and Eagle Technology Group Limited for ArcGIS Pro.

### ANNEXURE 3

#### DEVELOPMENT AGREEMENTS

- Development Agreement between Selwyn District Council and Hughes Developments Limited dated 13 March 2024 for the subdivision of land at Arbor Green, Rolleston (formerly known as Farington Oval Stage 20, Rolleston);
- Development Agreement between Selwyn District Council and Hughes Developments Limited dated 9 July 2024 for the subdivision of land at Arbor Green, Rolleston (stages 15 and 21);
- Development Agreement between Selwyn District Council and Fridgy's Developments Limited dated 13 March 2024 for the subdivision of land at 110 Kimberley Road, Darfield;
- Development Agreement between Selwyn District Council and Fridgy's Developments Limited dated 29 May 2024 for the development of land at 110 Kimberley Road, Darfield;
- Development Agreement between Selwyn District Council and Selwyn 564 Limited dated 12 March 2024 for the subdivision of land at 564 Selwyn Road, Rolleston;
- Development Agreement between Selwyn District Council and G W Wilfield Limited dated 14 May 2024 for the subdivision of land at Kingsdowne Drive and Ridgeland Way, within the Wilfield Rise subdivision, West Melton (phase 1);
- Development Agreement between Selwyn District Council and G W Wilfield Limited dated 13 June 2024 for the subdivision of land at Kingsdowne Drive and Ridgeland Way, within the Wilfield Rise subdivision, West Melton (phase 2 and 3);
- Development Agreement between Selwyn District Council and Brian Foote and Ceridwyn Foote dated 18 June 2024 for the subdivision of land at 1932 Telegraph Road, Darfield;
- Development Agreement between Selwyn District Council and Urban Estates Limited for the South East pump station trunk sewer;
- Water Main Extension development at 1544 West Coast Road, West Melton; and
- Development Agreement between Selwyn District Council and Ascot Park Limited dated 18 February 2022 for the staged subdivision of land near Darfield between Creyke Road and Cardale Street (Stage 2).

## ANNEXURE 4

## COUNCIL WATER DEBT

<b>Description</b>	<b>Sewerage</b>	<b>Water Supply</b>	<b>Total</b>
LGFA Borrowing	\$19,496,459.23	\$59,927,562.44	\$79,424,021.67
Development Contribution Related Debt	\$30,322,414.15	\$16,259,547.96	\$46,581,962.11
<b>Total</b>	<b>\$49,818,873.38</b>	<b>\$76,187,110.40</b>	<b>\$126,005,983.78</b>

**ANNEXURE 5**  
**LEASED EQUIPMENT**

Nil

**ANNEXURE 6****PLANT AND EQUIPMENT****Fixed Assets**

All wastewater and drinking water assets including those assets recorded in Council's fixed asset register as at 2 Business Days before the Closing Date.

**Other Plant and Equipment**

- 2017 TOYOTA HILUX registration number KTD229
- 2016 TOYOTA HILUX registration number JYL941
- 2016 SUZUKI GRAND VITARA registration number JUR825
- 2017 SUZUKI GRAND VITARA registration number KNA617

## ANNEXURE 7

## RESOURCE CONSENTS

Consent ID	Proposal	Consent type
R301082	To construct and use an aerated lagoon for the treatment and disposal of Leeston township sewage.	Land use - non-complying
R301083	For the construction and use of sewage treatment and disposal facilities.	Land use - non-complying
R303198	The development and use of the land for treatment and disposal of treated sewage effluent.	Land use - non-complying
235689	To construct a new wastewater conveyance pipeline from Ellesmere WWTP to Pines WWTP.	Land Use - Discretionary
215560	To install a water treatment plant building, two water storage tanks, minor changes to existing buried pipework, along with some new buried services including power and water.	Outline Plan
R303325	Certificate of compliance for pipeline and sewage treatment plant.	Land use - controlled
195149	To erect a wastewater pump station.	Outline Plan
215306	To undertake earthworks to install a wastewater pipeline with associated air vents and air valves, from Darfield via Kirwee to Pine Wastewater Treatment Plant, including undertaking earthworks on a HAIL site.	Land Use - Discretionary
165529	Earthworks associated with the installation of a wastewater pipeline.	Land Use - Discretionary
125280	Upgrade to the Lincoln Pump Station site.	Outline Plan
R303300	To erect a number of information/warning signs for community sewage works around the district.	Land use - non-complying
R304028	To erect temporary signs for sewer works.	Land use - discretionary
125024	Outline Plan for stage 2 of the Pines Wastewater Treatment Plant.	Outline Plan
195282	To undertake earthworks associated with the establishment of a dump station for the disposal of wastewater from the recreational vehicles.	Land Use - Restricted Discretionary
195535	To construct and operate a dump station.	Land Use - Restricted Discretionary
165611	Upgrades to the Pines Wastewater Treatment plant.	Outline Plan
195558	To construct a new water treatment plant building, with minor changes to the areas existing networks.	Outline Plan
215355	To upgrade the Eastfield Drive Water Treatment Plant.	Land Use - Discretionary

## Agreement for Sale and Purchase of Assets – Annexure 7: Resource Consents

Consent ID	Proposal	Consent type
195613	To undertake earthworks associated with the upgrade of Arthur's Pass water supply and treatment network.	Land Use - Discretionary
195615	To construct, operate and maintain a water treatment plant.	Land Use - Restricted Discretionary
R303391	To erect three information/warning signs for sewage works.	Land use - discretionary
195766	To construct a new water treatment plant building and other associated works.	Outline Plan
245896	Certificate of compliance to construct and operate a water treatment facility.	Certificate of Compliance
R302140	To erect a pump station at reservoir site.	Land use - non-complying

Consent Number	Permit Type	Description
CRC231234	Discharge Permit	To discharge operational-phase stormwater and operational water to land.
CRC224064	Discharge Permit	To discharge construction phase stormwater to land and to discharge water from dewatering
CRC940800	Land Use Consent	To carry out works in the bed of the Thomas River, at or about map reference K34:041-772, to maintain the existing water supply intake for Castle Hill.
CRC224063	Land Use Consent	To undertake earthworks over an aquifer
CRC051259	Land Use Consent	To install four bores for groundwater abstraction for public water supply purposes
CRC991604	Water Permit	To divert water for the water supply wells at Bleak House Road
CRC250293	Water Permit	To take groundwater from a proposed bore, at or about map reference NZMS 260 M36:6658-3801 for the domestic supply of a residential subdivision.
CRC172478	Water Permit	to take and use groundwater
CRC169801	Water Permit	To take and use groundwater
CRC991051	Water Permit	To take groundwater via bore K35/0005 at or about map reference NZMS 260 K35:906-588 for reserve public water supply and transformer cooling.
CRC950937.1	Water Permit	To take groundwater at or about map reference M36:53550-16049 for public supply.
CRC252622	Water Permit	To take and use groundwater.
CRC090427	Water Permit	To take and use water.

## Agreement for Sale and Purchase of Assets – Annexure 7: Resource Consents

<b>Consent Number</b>	<b>Permit Type</b>	<b>Description</b>
CRC223745	Water Permit	To take and use groundwater.
CRC240400	Water Permit	To take and use groundwater
CRC010904	Water Permit	To take and use water.
CRC202353	Water Permit	To take and use groundwater.
CRC991055.1	Water Permit	To take groundwater via bore L37/0545 at or about map reference NZMS 260 L37:48288-02682 for public water supply.
CRC962217	Water Permit	To take groundwater at or about map reference M36:5981-3441 for public water supply.
CRC175045	Water Permit	To replace bore.
CRC193859	Water Permit	To take and use groundwater.
CRC204076	Water Permit	To take groundwater.
CRC251577	Water Permit	To take and use groundwater.
CRC223742	Water Permit	To take and use groundwater.
CRC251023	Water Permit	To take and use ground water.
CRC941128.1	Water Permit	to take groundwater from bore M35/7031 at or about map reference M35:538-459 for community water supply.
CRC991057	Water Permit	To take surface water, at or about map reference NZMS 260 K33:925-064, for community water supply.
CRC991053	Water Permit	To take surface water, at or about map reference NZMS 260 K34:040-773, for community water supply.
CRC991423	Water Permit	To take and use water for public supply
CRC173786	Water Permit	to take and use groundwater
CRC224065	Water Permit	To take water for dewatering purpose
CRC040100.1	Discharge Permit	To discharge contaminants to air from the treatment of raw sewage and sludges.
CRC011679.1	Discharge Permit	To discharge contaminants into air from construction and operation of additional wastewater treatment and disposal facilities.
CRC941475.1	Discharge Permit	To discharge contaminants to air.
CRC235124	Discharge Permit	To discharge odour to air from a wastewater treatment pond.

## Agreement for Sale and Purchase of Assets – Annexure 7: Resource Consents

<b>Consent Number</b>	<b>Permit Type</b>	<b>Description</b>
CRC950311.1	Discharge Permit	To discharge contaminants (including odours and aerosols) into the air from spray and trickle irrigation of treated domestic sewage effluent onto 13.8 hectares of land, from the storage of sewage screens and sludge from an extended aeration sewage treatment plant located between Springston Rolleston and Lincoln Rolleston Roads, at or about map reference M36:614-337.
CRC222458	Discharge Permit	To discharge construction-phase stormwater to land.
CRC073351	Discharge Permit	To discharge contaminants to land
CRC054151	Discharge Permit	To discharge contaminants to land
CRC991052	Discharge Permit	To discharge contaminants to land
CRC000095.2	Discharge Permit	To discharge domestic sewage effluent to ground via a "Blivot Aerotor" treatment system and "RAAM" irrigation disposal system, at or about map reference NZMS 260 M36:665-380.
CRC234371	Discharge Permit	To discharge contaminants in municipal wastewater into land.
CRC210558	Discharge Permit	To discharge operation phase stormwater to land.
CRC012170.1	Discharge Permit	To discharge treated domestic sewage to land.
CRC930165.1	Discharge Permit	To discharge contaminants to land
CRC950253	Discharge Permit	To discharge oxidation pond effluent onto land via border dyke irrigation for the Leeston Sewage treatment facility, at or about map reference M36:5447-1570.
CRC941476	Discharge Permit	To discharge contaminants into land at or about map reference M36:544-154.
CRC136795	Discharge Permit	To discharge contaminants to land
CRC210644	Discharge Permit	To discharge contaminants to land
CRC167050	Discharge Permit	To discharge contaminants to land.
CRC167054	Discharge Permit	To discharge contaminants to land.
CRC203804	Discharge Permit	To discharge treated sewerage effluent from a community wastewater treatment system
CRC153952	Discharge Permit	To discharge contaminants to land and to air
CRC011680.1	Discharge Permit	To discharge contaminants into land and groundwater from the operation of additional wastewater treatment and disposal.

## Agreement for Sale and Purchase of Assets – Annexure 7: Resource Consents

<b>Consent Number</b>	<b>Permit Type</b>	<b>Description</b>
CRC193741	Discharge Permit	To discharge wastewater via seepage
CRC194708	Discharge Permit	To discharge operational phase stormwater
CRC242068	Discharge Permit	To discharge dewatering water and contaminants to water.
CRC012169	Discharge Permit	To discharge treated domestic sewage to Post Office Creek.
CRC011681.2	Discharge Permit	To discharge up to 120 litres per second of extracted groundwater into Tramway Reserve Drain.
CRC222457	Land Use Consent	To use land for excavation
CRC222507	Land Use Consent	Land use for construction phase earthworks.
CRC241906	Land Use Consent	To use land to undertake earthworks and to construct specified infrastructure within 100 metres of a natural inland wetland.
CRC220486	Land Use Consent	to use land for a community wastewater treatment plant
CRC101111	Land Use Consent	To store contaminants.
CRC012168	Land Use Consent	to undertake works on the banks of Post Office Creek at or about map reference NZMS 260 K35:9065-5925.
CRC193742	Land Use Consent	To use land for a community wastewater treatment pond
CRC251549	Land Use Consent	To use land for a community wastewater treatment plant.
CRC203805	Land Use Consent	To use land for a community wastewater treatment system
CRC145804	Notice of Non-enf	To discharge to air from a sewage air valve
CRC241905	Water Permit	To take water for dewatering purposes.
CRC011678	Water Permit	To take groundwater
CRC220736	Discharge Permit	To discharge contaminants to air
CRC220485	Discharge Permit	To discharge wastewater to land.
CRC241583	Land Use Consent	To excavate land over an aquifer
CRC243065	Land Use Consent	To use land for excavation over an aquifer for the Leeston South Sewer Upgrade.
CRC241584	Water Permit	To take groundwater for dewatering purposes
CRC251547	Discharge Permit	To discharge contaminants to air.

8 October 2025

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## GOVERNANCE RISK REGISTER – SEPTEMBER 2025

**Presenter:** Alex Cabrera

**RECOMMENDATION:** That the Board **NOTE** the Governance Risk register for September 2025

### Risk Register Updates

There are no updates to the risk register this month.

Risk owner(s)	Risk rating			Mitigations/Actions		Opportunities	Comments
	Probability	Impact	Rating	Mitigation	SWL Owner		
Tim Mason	Possible	Major	High Med	Conduct due diligence and agree a remediation plan with SDC that provides for transfer of assets to meet legislation with a remediation period to work through inaccuracies.	Alex Cabrera.		
Tim Mason	Possible	Major	High Med	Clear accountability matrix established and a transition plan for statutory obligations.	Alex Cabrera.		
Murray Strong	Unlikely	Moderate	Low Med	Governance framework developed with legal team to ensure it meets all statutory requirements. Alignment with SDC process included.	Alex Cabrera		
Tim Mason	Possible	Major	High Med	Risk assessment conducted with recommendations for inclusion in transfer agreement documentation (if applicable) and asset management plans (if applicable).	Alex Cabrera		
Sharon Mason / Murray Strong	Unlikely	Major	High Med	Clear and open communication process with SDC and SWL to agree SoE contents and a mirroring of expectations with current SDC water service requirements.	Alex Cabrera		
Sharon Mason	Unlikely	Major	High Med	Establish a stakeholder engagement plan and implement post October election.	Alex Cabrera		
Murray Strong	Possible	Major	High Med	Establish a relationship protocol and Transition Steering Group to jointly assess and resolve issues.	Alex Cabrera		
Tim Mason	Possible	Major	High Med	Conduct a thorough asset valuation and condition assessment to anticipate financial and operational risks.	Alex Cabrera		
Tim Mason	Possible	Major	High Med	A clone is done of each data set to retain historical data within SDC prior to go live operation by CCO, robust user access testing completed prior to go live.	Alex Cabrera		
Tim Mason	Possible	Major	High Med	Asset valuation exercise conducted prior to transfer.	Alex Cabrera		
Tim Mason	Possible	Major	High Med	Regular review of the asset condition assessment and independent advice included.	Alex Cabrera		
Tim Mason	Possible	Major	High Med	Due diligence done of informal communication channels used to engage with consent applications and a remediation plan established including potential legal and financial considerations.	Alex Cabrera		
Sharon Mason / Murray Strong	Possible	Major	High Med	LGFA, Bell Gully, Bancorp, Russell McVeigh and Simpson Grierson to engage to identify steps, risks, barriers and establish a path to bring back to SWL and SDC for consideration.	Alex Cabrera		

# Board Report

Selwyn Water

08 October 2025

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## CCO NAME UPDATE

**Presenter:** Alex Cabrera

**RECOMMENDATION:** That the Board **NOTE** the CCO Name Update report.

### Introduction

Establishing the new CCO and naming convention required a process that respected and aligned with Māori values and perspectives. To this end, we are grateful to have worked closely with Puamiria Parata-Goodall, whose guidance and leadership were invaluable in shaping both the kōrero and the final outcome. Her involvement ensured the new name carried cultural integrity as well as clarity of purpose.

### The Name

Te Mātāpuna | WaterSource Services Ltd. has been offered as a gift.

#### *Meaning of Te Mātāpuna*

- “The source.”
- Source of information and knowledge.
- Source of rivers, streams, lakes, and underground springs and tributaries.
- Speaks to connection and to guardianship of wai.

#### *Why a dual name*

- Te reo Māori and English together ensure the name carries both cultural depth and everyday clarity.
- Te Mātāpuna signals origin, guardianship, and connection to place.
- Water Source Services Ltd states the operating purpose plainly for customers, regulators, and partners.

### About Puamiria Parata-Goodall

- Pou Arataki, Tū Rangatira (Chair) of Te Taumutu Rūnanga.
- Former Ruahikihitanga portfolio leader at Selwyn District Council.
- Author of cultural narratives guiding the incorporation of cultural indicators in Christchurch and Selwyn.
- Member of Te Pae Kōrako.
- Ngāi Te Ruahikihiki, Ngāti Wheke, Ngāti Irakehu, Ngāti Tūāhuriri, Ngāti Huirapa, Ngāti Kurī.

## What the name asks of the brand

- Look: clear, grounded, functional.
- Sound: respectful, plain-spoken, transparent.
- Deliver: reliable service and careful guardianship of wai, in partnership with mana whenua.

## Governance note

Mana whenua involvement is not symbolic but integral to governance and strategy.

## Legal and trademark status

The name has passed initial scrutiny by Bell Gully. Trademark applications for

Te Mātāpuna WaterSource Services Ltd are underway.

8 October 2025

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## Implementation Activity Update – September 2025

**Presenter:** Heather Geddes

**RECOMMENDATION:** That the Board **NOTE** the Implementation Activity Report for September 2025.

### Programme Delivery

The attached report provides and update on the transition phase from 1 July 2025 to 31 July 2026 and covers the four workstreams:

- Programme Delivery Focus
- Transition to a WSCOO; transfer of assets, services and revenue to 20 December 2025
- Utility Thinking and Enabling; Future state design and initial implementation
- Customer and Billing; End to end customer and billing function that optimises revenue.

# Programme Board Report

Transition Phase: 1 July 25 to 31 July 26

Reporting period to September 2025



Live as a CCO

Water staff become SWL employees

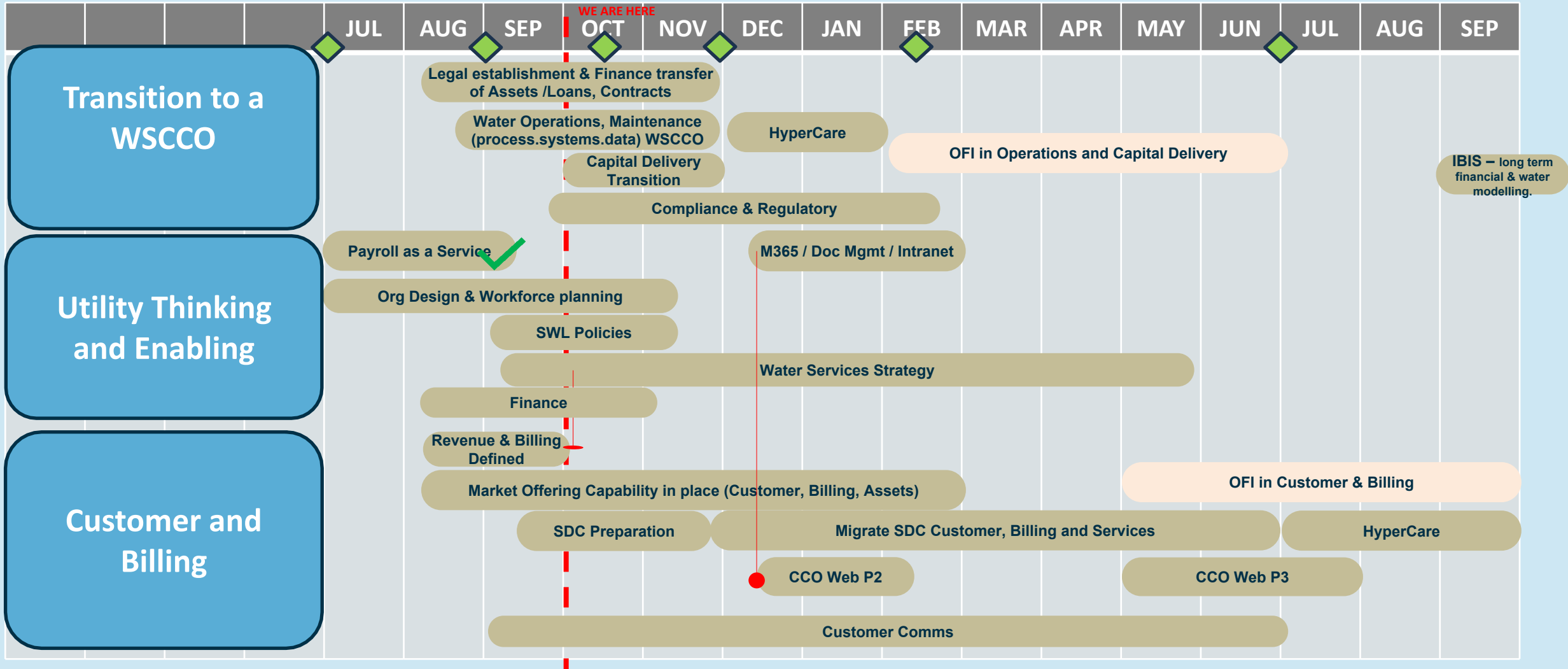
CCO has a new enduring name

TSA enacted – we are a WSCCO

WSCCO offer to market is demonstrable

WSCCO has full ERP system capability

# 25/26 Implementation roadmap



# Programme delivery focus to 31 July 2026

A

## Transition to a WSCCO

We're executing a strategic transition of assets and operations from SDC to SWL under Bill 3, forming the foundation of the WSCCO. This initiative is anchored by three core agreements—Transition, Transitional Services, and Operational Services—ensuring legal, operational, and compliance continuity. Our delivery scope spans systems, processes, and operational capabilities, positioning SWL for long-term service excellence, while onboarding is covered under a different stream. This is a critical enabler for future-state service delivery and governance.

## Success

A seamless and compliant transition where SWL is fully operational under the WSCCO framework, with all systems, processes, and agreements in place—enabling uninterrupted customer service delivery and a strong foundation for future growth.

G

## Utility Thinking and Enabling

We're building the foundational capabilities of the WSCCO by delivering the people and corporate functions that will enable it to operate with a utility mindset. This includes establishing HR, Finance, Legal, Risk, Brand, and digital presence—along with the processes and tools that support them. Our focus is on creating scalable, fit-for-purpose enablers that ensure operational readiness, governance, and long-term sustainability for the CCO.

## Success

A fully enabled WSCCO with integrated corporate functions, supported by robust processes and systems—ready to operate independently with a utility mindset and deliver sustainable, high-quality services.

A

## Customer and Billing


We're establishing the customer and billing capability for SWL to enable seamless service delivery and revenue assurance. This includes implementing the systems, processes, and people enablement required to manage customer interactions, billing, and service requests. We're also optimising pricing strategies, market offerings, and revenue collection—ensuring a customer-centric approach that supports financial sustainability and operational efficiency for the WSCCO.





## Success

An end-to-end customer and billing function that delivers a seamless and customer-centric user experience, ensures accurate and timely revenue collection, and supports a financially sustainable and customer-focused WSCCO.

# Transition to a WSCCO


*Transfer of assets, services and revenue to be fully operational by 20 December 2025*







Workstream highlights	Active risks being managed / mitigated	Workstream RAG Status
<ul style="list-style-type: none"> <li>Stream mobilised and key resources added.</li> <li>'Due Diligence' plan drafted and in review.</li> <li>Cutover planning for systems, data, and process commenced.</li> <li>Key test resource onboarded.</li> </ul>	<ul style="list-style-type: none"> <li>Uncertainty remains around the ownership and schedule for the TA supporting contracts. Requires escalation to TWG.</li> <li>Not all operational processes and supporting systems are confirmed for Dec. The risk of unknowns remains.</li> <li>An operational business systems/process cutover at a time with skeleton support staff presents risk to seamless operations – cutover review, including date, underway.</li> </ul>	 <p>Amber status due to uncertainty around SSA, and Agency agreement, behind on defining operational model for 1 Dec.</p>

Project	Due	RAG	Completed	Focus now
Legal and financial transfer	1 Dec 2025		N/C	<ul style="list-style-type: none"> <li>Due Diligence plan drafted.</li> <li>Due diligence plan agreement</li> <li>Seeking clarity on SSA and Agency agreement preparation</li> <li>Contract identification and split/ Novation</li> <li>Finance Cutover Planning</li> </ul>
Water Operations and Maintenance	1 Dec 2025		N/C	<ul style="list-style-type: none"> <li>Review of current state process and systems supporting them completed with SWL leadership team</li> <li>Confirm December operational state and solve any gaps.</li> <li>Test &amp; Cutover planning</li> </ul>
Capital Delivery Transition	1 Dec 2025		N/C	<ul style="list-style-type: none"> <li>Review of process current state and systems supporting them completed with SWL leadership team</li> <li>Confirm December operational state and solve any gaps.</li> <li>Test &amp; Cutover planning</li> </ul>
Compliance and Regulatory	1 Mar 2026		N/C	<ul style="list-style-type: none"> <li>Compliance and regulation reporting framework established.</li> </ul>

# Utility Thinking and Enabling

*Future state design and initial implementation*

Workstream highlights	Active risks being managed / mitigated	Workstream RAG Status
<ul style="list-style-type: none"> <li>Payroll - SWL transition staff successfully set up and paid on-time.</li> <li>Hum Consulting engaged, two day onsite working engagement. Draft Proposal awaiting review.</li> </ul>	<ul style="list-style-type: none"> <li>Target Operating Model interim design requires review against utility future state aspirations.</li> </ul>	 <p>Green status due to interim measures set to maintain service delivery.</p>

Project	Due	RAG	▲	Completed	Focus now
Payroll as a service	17 Sep 2025		N/C	<ul style="list-style-type: none"> <li>EasyPay system implemented and all payruns successful. Review held on 3<sup>rd</sup> Oct.</li> </ul>	<ul style="list-style-type: none"> <li>Review, lessons learned, what went well, what could we do better next time.</li> </ul>
Operating Model, Org design and workforce planning	30 Nov 2025		▼	<ul style="list-style-type: none"> <li>Target Operating Model brief established. Hum Consulting engaged to develop target operating model and blueprint.</li> <li>Name still to be confirmed.</li> </ul>	<ul style="list-style-type: none"> <li>Timely access to decision makers.</li> <li>Confirm with Alex approach proposed and timelines suggested are in line with his thinking</li> <li>Wider engagement with SWL stakeholders</li> </ul>
SWL Policies	1 Dec 2025		N/C	<ul style="list-style-type: none"> <li>Existing policies list developed.</li> </ul>	<ul style="list-style-type: none"> <li>Choose SDC's framework or simplified policy model to reduce bureaucracy and improve clarity and consistency.</li> </ul>
Water Services Strategy	30 May 2026		N/C	<ul style="list-style-type: none"> <li>Activity required to meet legislative requirements developed.</li> </ul>	<ul style="list-style-type: none"> <li>Resource procured to support WSS development. (NC)</li> </ul>
Finance	1 Nov 2025		N/C	<ul style="list-style-type: none"> <li>Finance system and processes in place for transition period.</li> </ul>	<ul style="list-style-type: none"> <li>Finance work package scoped for phase 2 for full financial management of water services. (NC)</li> </ul>
M365 / Document Mgmt / Intranet	28 Feb 2026		N/C	<ul style="list-style-type: none"> <li>On hold, this work package is dependent organisation name being confirmed. Work Package moved from late 2025 to early 2026</li> </ul>	<ul style="list-style-type: none"> <li>Once new name is confirmed, procure Web and Email domains.</li> </ul>

# Customer and Billing

*End-to-end customer and billing function that optimises revenue*

## Workstream highlights

- DM planning underway, and Datacom configuration sessions for Utility Billing, and CRM completed.

## Active risks being managed / mitigated

- Reviewing schedule to defer non critical path to focus resource focus on critical path work streams ( Transition to WSCCO).
- Configuration choices are non SWL specific – will transition to this once SWL customer decision makers are appointed.

## Workstream RAG Status



Amber status – Key work package, revenue & billing defined, is behind schedule. Remediation plan underway.

Project	Due	RAG	Completed	Focus now
Revenue and Billing Defined	30 Sep 2025		N/C	<ul style="list-style-type: none"> <li>System configuration workshop for Datascape held.</li> <li>Mobilise Hum Consulting to assist</li> </ul>
Market Offering Capability	1 Mar 2026		<ul style="list-style-type: none"> <li>Scoping started, drafted</li> </ul>	<ul style="list-style-type: none"> <li>Linking to Org Design &amp; Workforce Planning</li> </ul>
Migration of data	1 Jul 2026		<ul style="list-style-type: none"> <li>Migration Lead started and reviewing with key stakeholders.</li> </ul>	<ul style="list-style-type: none"> <li>Migration Lead has initiated scope discussions with key stakeholders and begun mobilisation planning.</li> </ul>
CCO Website	1 Jul 2026		<ul style="list-style-type: none"> <li>Scoping started.</li> </ul>	<ul style="list-style-type: none"> <li>Finalise scope and mobilise.</li> </ul>
Customer Communications	1 Jul 2026		<ul style="list-style-type: none"> <li>Scoping started.</li> </ul>	<ul style="list-style-type: none"> <li>Finalise scope and mobilise.</li> </ul>

# Board Report

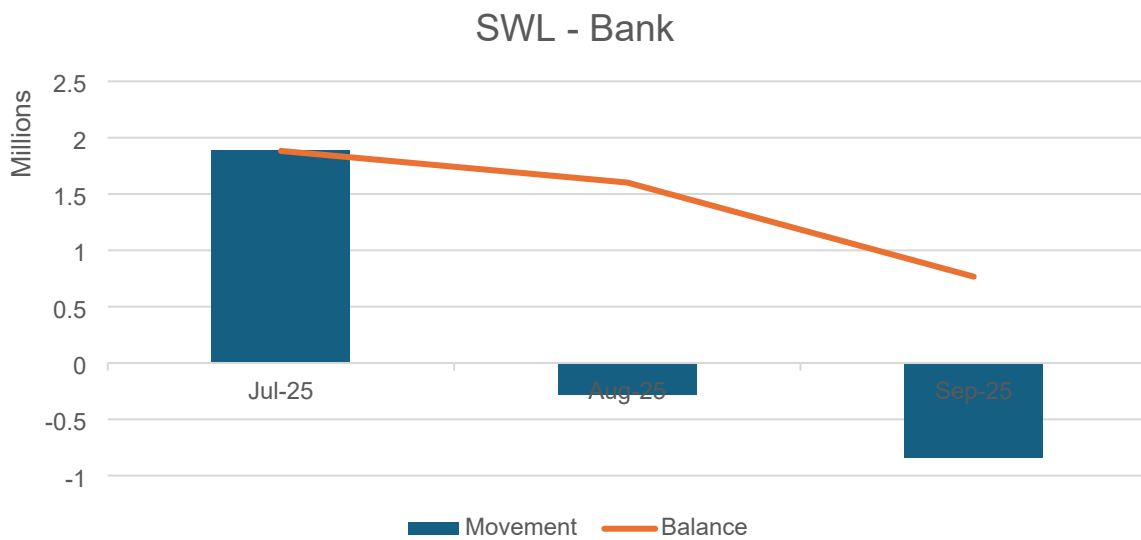
8 October 2025

## FINANCE

**Presenter:** Gavin Brown, Acting CFO

**RECOMMENDATION:** No current recommendations for this period.

### Cash On Hand



September included our first payroll run for the water staff (\$100k), on top of this was some larger invoices to Datacom (including both catch up on monthly fees for Datascape as well as implementation costs).

Additionally there was a catchup payment for Bell Gully invoices that had not been received through to finance.

**A further drawdown on the working capital facility is currently in progress intended to be received 10<sup>th</sup> October for \$2.5m (total drawdown of \$4.5m of the \$9.0m facility)**

## Current Operating Costs

Proposed monthly spending through to the end of December based on known costs is approximately \$750k each month. From December onwards SWL will begin receiving income/cash from SDC as SWL will have ownership of the assets.

### Selwyn Water Limited - Budget

Description	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25
<b>Income</b>						
Interest Income	- 2,387	- 4,499				
<b>Expenses</b>						
Personnel	-	40,996	251,080	564,190	460,483	460,483
Contractors	154,029	248,080	258,167	246,572	242,244	244,472
Consultants	82,534	23,333	221,721	18,333	3,333	3,333
Other	1,975	11,326	53,112	8,860	8,860	8,860
	<b>236,152</b>	<b>319,237</b>	<b>784,079</b>	<b>837,955</b>	<b>714,920</b>	<b>717,148</b>
Cumulative Total	236,152	555,389	1,339,468	2,177,423	2,892,344	3,609,492

## FY25 Annual Report

SDC have requested that an FY25 Annual Report is prepared due to the \$2m establishment costs that were occurred between November 2024 through to 30 June 2025. The current view from SDC is that these costs were onchargable to SWL.

We are currently discussing this with SDC, for the wider implications of this in relation to taxes and recording of transactions prior to SWL being established.

## Next Month Focuses

- Review transactions loaded to ensure accuracy of coding
  - This will enable P&L reporting to be provided to the Board
- Loading budgets through to December
  - Now have clarity over the ongoing payroll
  - Budget for December to the end of the year will be better determined once quantum of assets and loans transferring are finalised.
- Finalising Asset/Loan transfer balances from SDC

# Board Report

Selwyn Water

8 October 2025

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## Health & Safety

**Presenter:** Alex Cabrera

**RECOMMENDATION:** That the Board **NOTE** the CORDE project report and HSW updates.

### **CORDE Monthly Report for August 2025**

Attached is the August report from CORDE, noting updates on projects and H&S events.

### **Updated H&S Events**

Verbal Update to be provided.

# August 2025 SDC Monthly Project Report



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<b>7</b>	Health and Safety
<b>8</b>	Stakeholder Management
<b>9</b>	Current Projects
<b>32</b>	Completed Projects

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## SDC Monthly Project Report – August 2025

August reflects strong progress across the SDC capital works programme, with performance remaining on track as claims and forecast expenditure continue to align with delivery milestones. Stakeholder engagement and health and safety both remain strong focal points, ensuring that project delivery balances operational outcomes with community expectations and safe work practices.

On the estimating and tendering front, a total of \$1.09M in pricing has been approved, covering items such as the Springfield to Dalethorpe Pipeline GPR, West Melton AC renewals, reservoir cleaning, and upgrades to small water sites. A further \$8.56M worth of submissions await sign-off, including works for Mathias Street Watermain Stage 2, Creyke Road Watermain, H2H Stage 2a, Castle Hill Driplines Stages 1 and 2, Acheron WTP upgrades, and Baltimore Drive Bore 2. In addition, pricing activity currently underway totals \$14.6M, reflecting a strong pipeline of upcoming work.

Health and safety reporting for August shows one notifiable incident, one lost time injury, two medical treatment injuries, two first aid cases, and two alternative work injuries, alongside seven near misses or good catches and 20 site incidents overall. To support safety culture, proactive initiatives included 13 site meetings, seven toolbox talks, and 22 site audits, with a total of 15,040 hours worked across CORDE staff and subcontractors.

The SDC programme remains well balanced across early-stage, mid-stage, and near-completion works, with strong delivery momentum heading into spring. Health and safety performance continues to be closely managed, with proactive activities helping to offset incident frequency. With several large water treatment and trunk main projects advancing, and multiple renewals nearing handover, September is forecast to consolidate financial performance while further progressing key infrastructure upgrades across the district.

Among the current projects, the Ridgeland Way Water Treatment Plant is now 60 percent complete, with building construction advancing and roof cladding underway, while reservoir membrane coating nears completion and mechanical pipework fabrication continues offsite. The Hartleys to Hororata Pipeline Stage 1B sits at 10 percent completion, with pipework and fittings installation underway as part of the first pipelaying stage. The Kirwee Watermain Renewal is 15 percent complete, with 544 metres of PVC already installed and reinstated; September will see the SH73 pipe ram and further pressure main works progress. Meanwhile, the Leeston Lake Road–High Street Wastewater Renewal is approaching completion at 86 percent, with concurrent drainage teams making strong progress and final testing and lateral connections targeted for early September.

As the programme moves into September and the start of the spring construction season, delivery momentum is expected to build further. Longer daylight hours and improved weather conditions will support productivity on sites, while several major projects, including water treatment upgrades and trunk main installations, are poised to reach significant milestones. This period provides an important opportunity to carry forward the strong progress achieved through winter into the busier spring months.

Paul Havill



Three Waters Manager — CORDE

## Current Projects and Expenditure

# CORDE

SDC Projects	Tender Value Total	Claim To Date FY25/26	August Claim 2025	Projected Spend September 2025
Carry-over Values FY24/25 (1) Completed	\$4,477	\$8,716	\$2,950	
Acheron WTP Power install	\$422,649	-	-	-
Sheffield WTP—New Reservoir Site	\$396,113	\$214,798	\$95,343	\$150,000
Dalethorpe Reservoir Cleaning	\$20,697	\$2,090	-	-
Sheffield Reservoir - Reliant	\$236,513	\$62,199	\$55,920	\$150,000
Castle Hill Raw Reservoir	\$49,150	\$49,150	\$17,770	\$7,471
Leeston Lake Road—High Street Wastewater	\$459,503	\$447,355	\$150,236	\$6,333
Ridgeway Way WTP	\$2,095,178	\$728,733	\$556,983	\$250,000
Waimakariri Irrigation Gate Design	\$19,699	-	-	-
West Melton Backflow Devices	\$21,345	\$11,377	-	-
Prebbleton Terminal PS Muncher	\$59,568	-	-	-
Clausen Ave PS Muncher	\$15,024	-	-	-
Dawn Place to Thorndon Close	\$144,475	\$154,063	\$154,063	-
Waimak Gate Structural Design and Manufacture	\$50,357	\$35,184	\$35,184	\$15,000
Whitecliffs Pumpstation Water Supply	\$43,589	-	-	-
Pines Tree Trimming & Planting	\$112,767	-	-	-
LLD Storage Tank Leak Repair	\$13,458	\$11,772	-	-
Roblin Place Riser Pipe Replacement	\$14,500	\$12,477	-	-
Prebbleton Terminal Lid Replacement	\$6,863	\$6,863	\$6,863	-
West Belt Lincoln — Pipe lining	\$173,026	-	-	-
Lyttelton / Maurice Lincoln — Pipe lining	\$187,169	-	-	-
William & Roberts Lincoln — Pipe lining	\$266,084	\$57,490	-	\$18,753
Gerald Lincoln — Pipe lining	\$441,259	\$72,906	-	\$166,961
Outer Lincoln — Pipe lining	\$570,591	\$85,848	-	-
Treatment Container Purchase	\$21,833	-	-	-
Beaumont Drive Wingwall Repair	\$7,229	-	-	-
Birches Road WW Retic & Pumpstation	\$167,999	\$127,601	\$83,118	\$3,3035
Glentunnel Pumpstation	\$364,404	\$73,665	\$73,665	\$100,000

Continued on next page



## Current Projects and Expenditure

# CORDE

SDC Projects	Tender Value Total	Claim To Date FY24/25	August Claim 2025	Projected Spend September 2025
<b>Project List FY25/26</b>				
Dunsandel WTP	\$1,474,597	\$593,885	\$379,830	\$100,000
RWTM - Stage 2B - SH1 to BSR	\$915,809	\$592,702	\$495,853	\$130,000
RWTM—Stage 2C - Brookside 355	\$357,944	\$156,492	\$156,492	\$160,662
RWTM—Stage 2D - 450OD	\$714,913	-	-	-
RWTM - Stage 2E - Commissioning	\$449,998	-	-	-
RWTM - SH1 Crossing	\$776,256	-	-	-
Hartleys to Hororata Stage 1B	\$2,149,297	\$132,290	\$132,290	\$350,000
Kirwee Watermain Renewals	\$3,007,303	\$475,317	\$412,901	\$613,995
Mathias Street Darfield Stage 1	\$494,261	\$386,816	\$235,793	-
Creyke Road Darfield WTP	\$2,595,240	\$32,809	\$32,809	\$100,000
Allendale WW Upgrades—Investigations	\$82,385	\$84,085	\$22,296	-
Hartleys Pumping Upgrades	\$350,587	\$218,191	\$218,191	\$50,000
Castle Hill WW Upgrades—Inlet Screen	\$175,000	\$57,229	\$57,229	\$95,000
Coalgate Reservoir & Pumpstation	\$2,150,747	\$16,323	\$16,323	\$100,000
1427 Leeston Rd Watermain/Culvert Crossing	\$10,048	\$10,048	-	-
Doyleston Second Watermain/Culvert Crossing	\$4,533	\$4,533	-	-
Leeston Dunsandel Rd WTP Temp Hose	\$1,676	\$1,676	-	-
Lake Coleridge Water Renewal	\$1,276,668	-	-	-
Arthurs Pass Renewal	\$387,425	-	-	-
Helpet Bore 6	\$916,531	-	-	\$70,000
Springfield WTP Upgrades—Phase 1	\$678,095	-	-	\$100,000
Springfield WTP Upgrades—Phase 2A	\$578,785	-	\$111,995	-
Springfield WTP Upgrades—Phase 2B	\$476,018	-	-	-
Hartleys Building Re-Clad	\$29,379	\$14,460	\$14,460	-
Tai Tapu Water Meters	\$80,610	\$72,250	\$72,250	-
Prebbleton Water Meters	\$11,023	\$11,023	\$11,023	-
Lake Coleridge Wastewater lining	\$978,442	-	-	\$53,522
Southbridge Wastewater lining	\$857,460	-	-	-
Helpet Park 450	\$358,902			
<b>Total Excepted SDC Project Cost</b>	<b>\$28,725,451</b>			
<b>Total Claim To Date FY 25/26</b>		<b>\$5,022,416</b>		
<b>Total Claim for August 2025</b>			<b>\$3,601,830</b>	
<b>Expected Expenditure September 2025</b>				<b>\$2,820,732</b>



## SDC Estimating & Tendering

# CORDE

SDC PROJCT Estimating and Tendering	Comments	Values
<b>PRICING APPROVED</b>		<b>\$1,093,303</b>
Springfield to Dalethorpe Pipeline GPR and alignment	Approved	\$35,307
West Melton AC Renewals - GPR and alignment	Approved	\$17,635
Reservoir Cleaning 2025/26	Approved	\$76,222
SDC Small water sites upgrades	Approved	\$964,139
<b>PRICED WORKS (AWAITING SDC SIGN OFF)</b>		<b>\$8,560,885</b>
Mathias Street, Darfield Watermain Stage 2	Submitted	\$431,865
Creyke Rd WM	Submitted	\$1,532,309
H2H Stage 2a	Submitted	\$1,787,231
Foster Park RM Modifications	Submitted	\$159,450
Waimakariri River Gate	Submitted	\$384,523
Castle Hill Driplines Stage 1	Submitted	\$936,190
Castle Hill Driplines Stage 2	Submitted	\$587,133
Commercial backflow device advanced procurement	Submitted	\$243,971
Brooklands Drive RM	Submitted	\$159,450
Baltimore Drive Bore 2	Submitted	\$683,371
Acheron WTP - Reservoirs	Submitted	\$985,009
Acheron WTP - Land	Submitted	\$670,383
<b>PRICING UNDERWAY ( WITH CORDE TO PRICE)</b>		<b>\$14,600,000</b>
Bulk Extraction (Springfield/Dalethorpe)	Priced yet to submit	\$139,376
Pines Irrigation Upgrades	Pricing underway	\$4,000,000
Leeston AC Renewals	Pricing underway	\$2,500,000
Springfield Membrane Plant 2c, 3	Pricing underway	\$5,000,000
H2H Stage 2b	Pricing underway	\$1,000,000
H2H Stage 3	Pricing underway	\$3,000,000
Courtney Domain retic	Pricing underway	\$250,000
Leaches Rd pipework and toby modifications	Pricing underway	\$150,000
Commercial backflow prevention	Pricing underway	\$300,000
Whitecliffs and Glentunnel reservoir decommissioning		
Waimiwaniwa Flume	Pricing underway	\$350,000
Doyleston Stormwater Scheme	Pricing underway	\$200,000
Days Rd Culverts	Pricing underway	\$50,000
Replacement of retic flow meters		
<b>TOTALS</b>		<b>\$26,454,188</b>



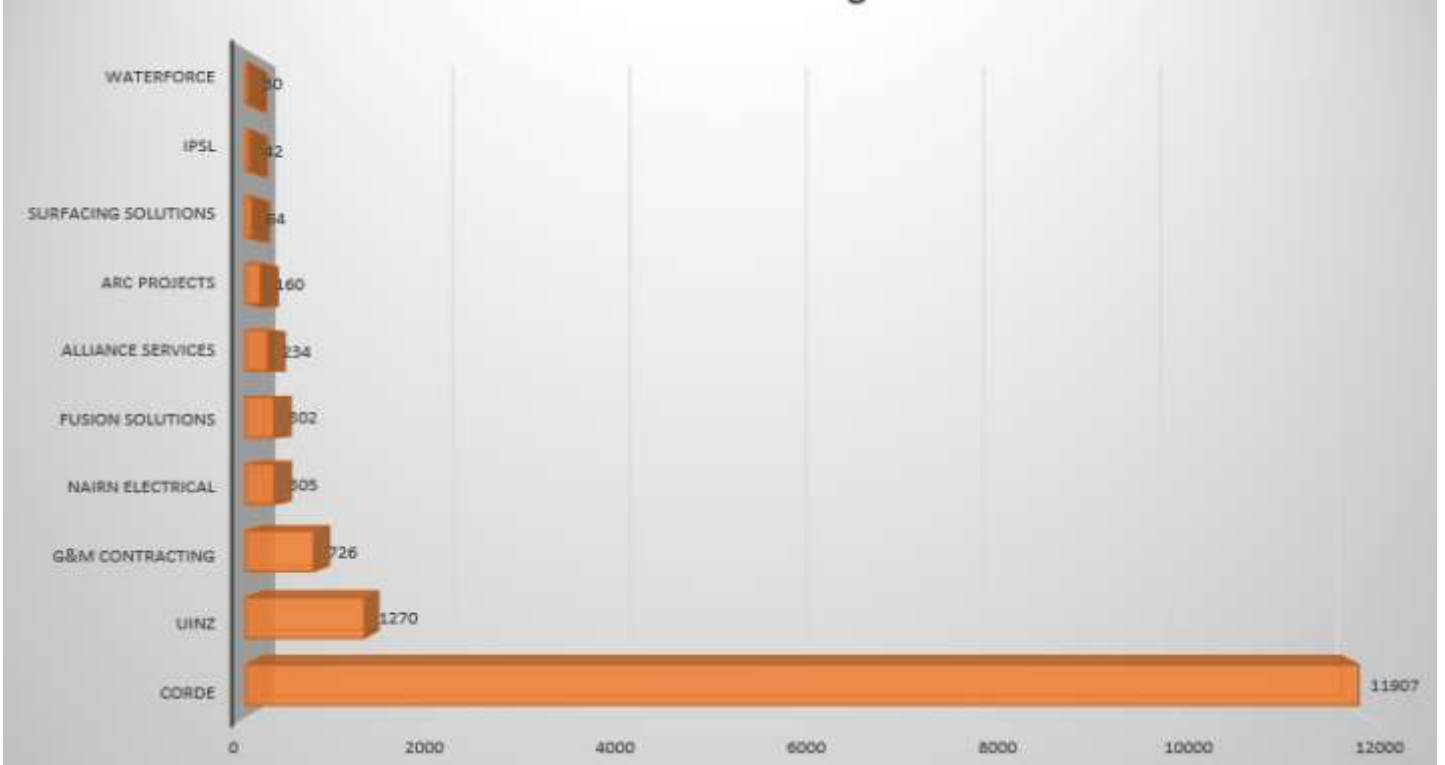
## Health and Safety

**CORDE****Incidents**

1	<b>Notifiable Incidents</b>	Incidents notified to WorkSafe NZ. Notifiable Incidents must be reported to SDC immediately.
1	<b>Lost Time Injuries (LTIs)</b>	Injuries that resulted in one or more days off work.
2	<b>Medical treatment</b>	Work injuries that required medical treatment, e.g. doctor, physio.
2	<b>First Aid Only Injuries</b>	On-site first aid provided.
2	<b>Alternative work injuries (AWI)</b>	Injuries that resulted in the injured person being able to attend work but unable to perform their regular duties.
7	<b>Near misses / OFI / Good Catch</b>	An incident which had the potential to cause harm, including equipment and property damage.
20	<b>Site Incidents</b>	Incidents notified to CORDE
15040	<b>Hours worked</b>	Hours worked by you and your subcontractors.

**Proactive activities**

13	<b>On Site Meetings</b>	The number of onsite programmed meetings conducted, including sub-contractors
7	<b>Tool Box Talks</b>	The number of tool box talks conducted, including sub-contractors' talks.
22	<b>Site Audits</b>	The number of workplace site audits conducted by our management

**Total Hours Worked in August 2025**

## Stakeholder Engagement

# CORDE

Our register captures recent stakeholder communications across several projects, with entries spanning calls, emails, and direct enquiries. Key contacts include community members, residents, and organisations such as Darfield Hospital, reflecting a mix of enquiries, complaints, and engagement feedback. Issues raised are primarily related to construction impacts such as parking, roadworks, and notification processes. Responses are consistently logged with responsible staff identified, including follow-up calls, apologies, and coordination with site foremen. Outcomes generally show quick resolution or escalation to relevant project leads, helping maintain accountability and ensuring stakeholder concerns are addressed in a timely manner

### Business & Resident Stakeholder Statistics

1	<b>Compliments</b>	Stakeholder provided positive feedback, complimenting the team on their professionalism and the quality of the work delivered.
12	<b>Complaints</b>	A stakeholder raised a complaint expressing concerns about certain aspects of the project delivery
5	<b>Engagements</b>	Stakeholder engagements involve ongoing interactions, discussions, and collaboration to ensure interests, feedback, and expectations are understood and incorporated into the project.
4	<b>Enquiries</b>	stakeholder enquiry, question, concern, or request for information made by a stakeholder to better understand or clarify something about the project.

### TOTAL SDC PROJECT STAKEHOLDER ENGAGEMENTS IN AUGUST 2025



# Current Projects

**Current  
Projects**



<b>Project Name</b>	Coalgate Reservoir and Pumpstation
<b>Project Value</b>	\$4,538,745.00
<b>Project Details</b>	Supply and installation of new 1500m3 concrete reservoir, building, mechanical and electrical fit out.
<b>Project Status</b> 1% complete	The site has been mulched to allow access for the geotechnical teams for the building and reservoir. The building Geotech has been completed and the reservoir Geotech team will be onsite in Sept.



**Current Projects**



<b>Project Name</b>	Hartleys to Hororata Pipeline Stage 1B
<b>Project Value</b>	\$2,149,611.62
<b>Project Details</b>	Installation of new 250OD PE watermain on Hartleys Road from Whitcliffs Rd to Glentunnel Water Pump Station This is the first stage of pipelaying for the new Hartleys to Hororata Pipeline. A duct for future comms connection between the WTP is also being installed.
<b>Project Status</b> 10% complete	Continuation of all pipe work and fittings



**Current Projects**



<b>Project Name</b>	Kirwee Watermain Renewal
<b>Project Value</b>	\$3,007,302.72
<b>Project Details</b>	AC watermain renewals and capacity upgrades for Kirwee township including new DN200 PVC, DN150 PVC, DN100 PVC, 180OD PE, 90OD PE and 63OD PE.
<b>Project Status</b> <b>15% complete</b>	Works progressing in Kirwee with 544 metres of 150 PVC and 4 details installed, all backfilled and reinstated. Works in September to start the SH073 pipe ram and continue laying 150 PVC pressure main.



**Current  
Projects**



<b>Project Name</b>	Castle Hill Inlet Screen
<b>Project Value</b>	\$175,317.57
<b>Project Details</b>	Installation of new inlet screen for the treatment and screening of solids at the castle Hill WW pond
<b>Project Status</b> 15% complete	Construction of concrete pad for screen to be mounted to complete. Awaiting modifications to screener box before delivering to site



**Current Projects**



<b>Project Name</b>	Glentunnel Pumpstation
<b>Project Value</b>	\$426,865.15
<b>Project Details</b>	Design and installation of new pumping system for Hororata once the new pipeline reaches the Homebush Road WTP site. 2 x 30m <sup>3</sup> tanks will be installed to receive water from Hartleys WTP, the existing WTP will then be removed and replaced with booster pumps for Hororata and Glentunnel..
<b>Project Status</b> 30% complete	The concrete blocks are all installed and the tank base is prepped. The pipework is installed ready for the installation of the tanks once new stub flanges are welded into them. The pumps have also been purchased and manufacture of the pipework for them is underway.



**Current  
Projects**



<b>Project Name</b>	Dunsandel WTP
<b>Project Value</b>	\$1,474,597
<b>Project Details</b>	Design and build of a new Water Treatment Plant upgrade for Dunsandel including a new bore headworks, new building, power upgrade, new treatment plant mechanical with upsized UV and gas chlorine system.
<b>Project Status</b> 30% complete	The external pipework has been installed to each connection point along with all the electrical ducting. The building foundation has been excavated and based up ready for formwork and steel installation to begin in September.



## Current Projects

# CORDE

<b>Project Name</b>	Hartleys Pumping upgrades
<b>Project Value</b>	\$353,994.53
<b>Project Details</b>	Supply and installation of new submersible pumps in the existing gallery and the new gallery, power upgrade, electrical upgrades and changes to the existing 45kw pumps once the other sites are completed.
<b>Project Status</b> 40% complete	The existing 15kw pumps in the existing gallery have been removed and replaced with the new 22kw pumps which are also now operational. The new 22kw pumps have been installed in the new gallery and will be flow tested during September. The power upgrade for the site is also scheduled for end of September.



**Current  
Projects**



<b>Project Name</b>	Dunsandel Reservoir Cleaning
<b>Project Value</b>	\$41,564.15
<b>Project Details</b>	Cleaning of the existing 250 m <sup>3</sup> Dunsandel reservoir. Including establishment of temporary tank storage and full sterilisation, testing and recommissioning of steel reservoir.
<b>Project Status</b> <b>45% complete</b>	Temporary tanks set up on site, awaiting sterilisation and connection to treatment plant, before works to empty steel reservoir and commence cleaning can begin.



**Current Projects**



<b>Project Name</b>	RWTM—Stage 2C
<b>Project Value</b>	\$ 378,644.13
<b>Project Details</b>	RWTM—Stage 2C is a branch off the new Rolleston West Trunk Main. This section in Brookside Rd is a 355 PE pipe and includes connection into the existing main at East Maddisons Rd
<b>Project Status</b> 50% complete	The team have laid from Dunns Crossing Road 300m up towards East Maddisons Rd, and also completed some extra seal repairs on the existing road for SDC



## Current Projects

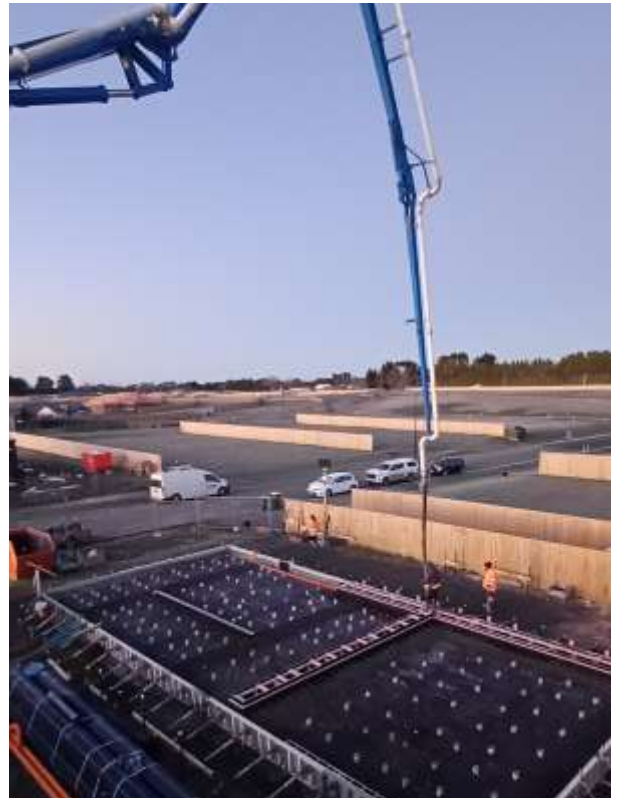
<b>Project Name</b>	Prebbleton Water Meters
<b>Project Value</b>	\$19,979.05
<b>Project Details</b>	Installation of new water meters in Prebbleton to complete the water meter rollout. 5 properties in Prebbleton with shared domestic connections requiring separation.
<b>Project Status</b> 55% complete	Birchs Road properties completed with 3 new toby boxes installed up the private right of way. 2 properties on Springs Road remaining in which the scope has changed from installing new meters up the right of way to drilling in 2x new water laterals.



**Current Projects**



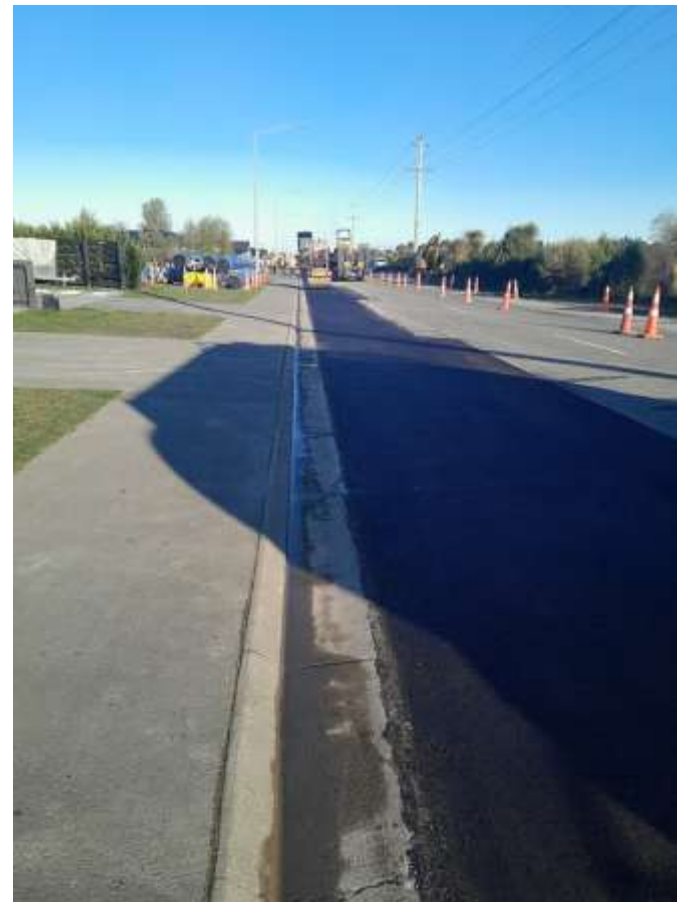
<b>Project Name</b>	Ridgeland Way WTP
<b>Project Value</b>	\$4,275,738.35
<b>Project Details</b>	Design and build of a new water treatment plant and reservoir for Ridgeland Way site in West Melton. This will include a 1500m <sup>3</sup> concrete reservoir, water treatment plant building, mechanical and electrical fitout and connection to the network.
<b>Project Status</b> 60% complete	The building construction is well underway with the foundation being poured, frames and trusses stood and roof cladding underway. The membrane coating on the reservoir is also underway and is due to finish early September. The fabrication of the mechanical pipework is also well underway offsite ready for installation in October.



**Current Projects**



<b>Project Name</b>	RWTM—Stage 2B
<b>Project Value</b>	\$ 915,809.41
<b>Project Details</b>	RWTM—Stage 2B is a continuation of the truck main works with this section in between state highway one and the West Rolleston Primary School. This section of Trunk main is a 630 PE pipe and also includes forming a temporary gravel shoulder for traffic
<b>Project Status</b> 70% complete	The team have now completed 490m from SH1 south to just before Granite Drive. Once Granite Drive is crossed in September, the final stage past the West Rolleston School will wait until the school holidays to minimise the impact



**Current  
Projects**



<b>Project Name</b>	Sheffield Reservoir site
<b>Project Value</b>	\$849,354.17 + \$745,869.18
<b>Project Details</b>	Design, supply and installation of a new pumpstation to feed Sheffield connecting to a 500m3 glass-fused--steel tank.
<b>Project Status</b> <b>70% complete</b>	The reservoir construction is nearly complete with one more lift to go before completing the ring beam and base seal to be ready to fill early October. The electrical fit out is also nearly complete ready for the power upgrade to happen mid September.



**Current Projects**



<b>Project Name</b>	Leeston Lake Road-High Street Wastewater Renewal
<b>Project Value</b>	\$1,182,214.48
<b>Project Details</b>	Renewal and upsizing of the gravity sewer on Leeston and Lake Road/ High Street. Inclusive of all new manholes, connection to existing and relaying sewer lateral to the boundary.
<b>Project Status</b> 86% complete	Works progressing with two drainage teams working concurrently on High Street and Market Street. Final testing and lateral swap overs to occur in late July / early August before the team returns to Leeston Lake Road to decommission manholes and lay the final laterals. Forecast completion date for the 8th August.



## Current Projects

<b>Project Name</b>	Tai Tapu Water Meters
<b>Project Value</b>	\$80,609.62
<b>Project Details</b>	Installation of new water meters in Tai Tapu to complete the water meter rollout. Multiple properties in Tai Tapu with either no meter or shared domestic connections requiring separation.
<b>Project Status</b> 90% complete	All properties with no meter completed. Outstanding connections which have shared water laterals are still outstanding in which the scope has changed from installing new meters up the right of way to installing new individual laterals.



## Current Projects

# CORDE

<b>Project Name</b>	Whitecliffs Pumpstation
<b>Project Value</b>	\$536,166.25
<b>Project Details</b>	Design, supply and installation of a new pumpstation with 2 x 30m <sup>3</sup> tanks for Whitecliffs. This will replace the 30m <sup>3</sup> up the hill and will be fed via the Hartleys-Hororata watermain.
<b>Project Status</b> 90% complete	With the building completed, mechanical and electrical fit out got underway and was completed for June. The tanks and external pipework inside the site boundaries we also completed along with the site fencing. The external pipes are currently installed up to the end of the road ready for when the trunk main comes through Whitecliffs for final connections.



**Current Projects**



<b>Project Name</b>	Lincoln Lining
<b>Project Value</b>	\$3,289,657
<b>Project Details</b>	Supply and installation of new 500m3 Glass-fused steel reservoir to replace the timber tank as a raw water storage tank.
<b>Project Status</b> <b>90% complete</b>	Rodding Eyes 100% Mainline & LJR's 95% Complete (Lincoln CBD completed) Laterals 71% Complete Remaining Gerald Street, Leinster Tce and Farm Lane



**Current  
Projects**



<b>Project Name</b>	Castle Hill Raw Water Reservoir
<b>Project Value</b>	\$937,456
<b>Project Details</b>	Supply and installation of new 500m3 Glass-fused steel reservoir to replace the timber tank as a raw water storage tank.
<b>Project Status</b> 90% complete	The reservoir build is complete, pipe connections are underway in preparation for filling and testing.



**Current Projects**



<b>Project Name</b>	Birchs Road Reticulation and Pumpstation Upgrade
<b>Project Value</b>	\$541,977.66
<b>Project Details</b>	Upgrade to the Birchs Road gravity reticulation and pump station. Includes new 180PE rising main and upgrading the existing gravity main to 225 dia. Alo includes pump station upgrades to upsize pipework to 150mm dia.
<b>Project Status</b> <b>93% complete</b>	Works completed at the pump station with all pipework upgraded to 150 dia. New pumps, rails and flow meter installed and commissioned . Some minor defects to be completed in September and final collation of project close out documentation. Road surface texturising to be carried out in Summer during chip sealing season.



**Current  
Projects**



<b>Project Name</b>	Prebbleton Terminal Lid Replacement
<b>Project Value</b>	\$6,863.22
<b>Project Details</b>	Installation of a new sealed lid on the splitter chamber at Prebbleton terminal pump station due to the egress of odour through the existing vented lid.
<b>Project Status</b> 100% complete	Works completed with new sealed lid installed.



**Current Projects**

<b>Project Name</b>	Mathias Street Darfield—AC renewals
<b>Project Value</b>	\$494,159.28
<b>Project Details</b>	New 355OD PE, 63OD PE submains (sleeved inside existing AC mains), 150 & 200 mm PVC watermain s installed to renew the existing AC network
<b>Project Status</b> 100% complete	Works complete and commissioned



# SDC 3910 Contracts

# Completed Projects

**Completed  
Projects**



<b>Project Name</b>	Hartleys to Hororata Pipeline Stage 1A
<b>Project Value</b>	\$939,929.27
<b>Project Details</b> 100% complete	Installation of new 250OD PE watermain on Hartleys Road from Hartleys WTP to Whitecliffs Road. This is the first stage of pipelaying for the new Hartleys to Hororata Pipeline. A duct for future comms connection between the WTP is also being installed.



<b>Project Name</b>	
<b>Project Value</b>	
<b>Project Details</b> 100% complete	

<b>Project Name</b>	
<b>Project Value</b>	
<b>Project Details</b> 100% complete	

<b>Project Name</b>	
<b>Project Value</b>	
<b>Project Details</b> 100% complete	

<b>Project Name</b>	
<b>Project Value</b>	
<b>Project Details</b> 100% complete	

