



**AGENDA FOR THE
ORDINARY MEETING OF
SELWYN DISTRICT COUNCIL**

**TO BE HELD ON
WEDNESDAY 17 SEPTEMBER 2025
COMMENCING AT 10AM**

PUBLIC AGENDA - Council 17 September 2025

Attendees: Mayor Sam Broughton, Councillors, S N O H Epiha, L L Gliddon, D Hasson, M B Lyall, S G McInnes, G S F Miller, R H Mugford, E S Mundt & N C Reid & Ms M McKay

17 September 2025 10:00 AM

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Waiata

Public portions of this meeting are audio-recorded and livestreamed via the Council's YouTube channel.

The Severe Weather Emergency Legislation Bill has, until October 2024, suspended the requirement for members to be physically present to count as 'present' for the purposes of a quorum. Members attending by means of audio link or audiovisual link are therefore able to be counted as present for the purposes of a quorum and able to vote. The recently enacted Local Government Electoral Legislation Act has made these emergency provisions permanent.

Opening Karakia

Whakataka te hau ki te uru	Cease the winds from the west
Whakataka te hau ki te tonga	Cease the winds from the south
Kia mākinakina ki uta	Let the breeze blow over the land
Kia mātaratara ki tai	Let the breeze blow over the sea
E hī ake ana te atakura	Let the red-tipped dawn come with a sharpened air
He tio, he huka, he hau hū	A touch of frost, a promise of a glorious day
Tīhei mauri ora!	

COUNCIL AFFIRMATION

Let us affirm today that we as Councillors will work together to serve the citizens of Selwyn District.

To always use our gifts of understanding, courage, common sense, wisdom and integrity in all our discussions, dealings and decisions so that we may solve problems effectively.

May we always recognise each other's values and opinions, be fair minded and ready to listen to each other's point of view.

In our dealings with each other let us always be open to the truth of others and ready to seek agreement, slow to take offence and always prepared to forgive.

May we always work to enhance the wellbeing of the Selwyn District and its communities.

RESOLUTION TO EXCLUDE THE PUBLIC**Recommended:**

'That the public be excluded from the following proceedings of this meeting. The general subject matter to be considered while the public is excluded, the reason of passing this resolution in relation to the matter, and the specific grounds under Section 48(1) of the Local Government Official Information and Meetings Act 1987 for the passing of this resolution are as follows:

General subject of each matter to be considered		Reasons for passing this resolution in relation to each matter	Ground(s) under Section 48(1) for the passing of this resolution	Date information can be released
1.	Minutes	Good reason to withhold exists under Section 7	Section 48 (1) (a)	
2.	Disposal of 11 & 11A West Belt Lincoln			On completion and confirmation of the sale of the two subject properties.
3.	End of Triennium Matters			
4.	Lincoln Town Centre Stage One Construction Contract Award			

This resolution is made in reliance on Section 48(1)(a) of the Local Government Official Information and Meetings Act 1987 and the particular interest or interests protected by Section 6 or Section 7 of that Act or Section 6 or Section 7 or Section 9 of the Official Information Act 1982, as the case may require, which would be prejudiced by the holding of the whole or the relevant part of the proceedings of the meeting in public are as follows:

1	protect the privacy of natural persons, including that of deceased natural persons	Section 7(2)(a)
	protect information which is subject to an obligation of confidence or which any person has been or could be compelled to provide under the authority of any enactment, where the making available of the information	Section 7(2)(c) (ii)
	protect information where the making available of the information - would be likely unreasonably to prejudice the commercial position of the person who supplied or who is the subject of the information; or	Section 7(2)(b)(ii)

2	Withholding the information is necessary to enable Council to “carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations”).	Section 7(2)(b)(ii)
1, 3, 4	Enable any local authority holding the information to carry out, without prejudice or disadvantage, commercial activities;	Section 7(2)(h)
1, 4.	Enable the local authority holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)	Section 7(2)(i)

2. that appropriate officers remain to provide advice to the Committee.’

COUNCIL PUBLIC REPORT

TO: Council

FOR: Council Meeting - 17 September 2025

FROM: Executive Director Community Services and Facilities

DATE: 11 September 2025

SUBJECT: **UPPER SELWYN HUTS DECISION ON LICENCE TERM AND ADJOINING CONDITIONS**

KUPU TŪTOHU | RECOMMENDATION

That Council...

- 1) Resolves to grant a new licence for occupation to Upper Selwyn Huts residents for a term of 30 years from 1 July 2026. The licence must include a clause requiring a review to be undertaken at 20 years, that provides for consultation with Upper Selwyn Huts licence holders, to consider whether to extend the licence at the end of the 30-year term.*
- 2) Resolves that council does not include independent building inspection rights in the Deed of Licence and will undertake inspections in accordance with its role as a territorial authority.*
- 3) Directs officers to obtain an updated environmental assessment each 10 years through the term of the licence and prior to the expiry of the 30 years and share such findings with Upper Selwyn Huts licence holders and publish the assessment on its website.*
- 4) Directs officers to prepare a Deed of Licence to be presented to Council for final approval.*

1. KAUPAPA WHAITAKE | PURPOSE

The purpose of this report is to seek a Council decision on the licence term and related conditions for the Upper Selwyn Huts consulted on as part of the Upper Selwyn Huts consultation, and to seek direction on the deed of licence and licence fee as required for annual plan consultation in 2026.

2. TĀHUHU KŌRERO | HISTORY/BACKGROUND

The Upper Selwyn Huts Settlement

The Upper Selwyn Huts settlement (“*USH*”) is located at the Springston South Reserve (“*the reserve*”). The reserve is owned by the Crown and managed by Council. The reserve is classified as “*a local purpose reserve for the purpose of hut settlement*”¹. There are two other hut communities on the shores of Te Waihora. They are Greenpark Huts administered by Ngāi Tahu and Lower Selwyn Huts administered by the Department of Conservation.

Historically, the huts at USH were used for a limited number of days per year, and mostly for recreational purposes (i.e. for fishing or baches). Based on current records, there are 96 homes at the USH settlement. Some of the huts are still used as temporary, recreational baches and many are used as permanent residences. It is estimated that 93 permanent residents live at USH.

To live at USH, Council grants a person a deed of licence (“*DOL*”). A DOL is not land ownership; it grants a person a right to occupy an area in the reserve for a specified period of time. While the person does not own the land, they do own anything they put on the land. This includes their home, and any additions to the land (such as fences and personal belongings). Some residents’ families have had a hut (and a licence to occupy) for many years, and in some cases many generations. Some residents hold multiple licences and rent out properties to others.

During the Council hearings and in communications with Council staff and elected members, residents from the USH community have expressed the importance of the settlement to their lives, families and wellbeing. Some people shared that they have put their life savings towards the purchase of their homes at USH and are concerned about becoming homeless or losing their investment into their home. For others, their hut has been in their family for generations, passed down from their grandparents or great grandparents over many years. This has built a strong sense of belonging and sentimental importance to this area as they have visited since childhood.

Residents pay an annual licence fee for the DOL. The current licence fee is \$1,389.00 per year. This fee is intended to cover the annual operating and maintenance costs for the USH Settlement. The annual DOL fee does not currently cover all relevant costs of maintaining and servicing the area. Council is reviewing the actual costs. The licence fee is expected to

¹ [Classification of Parts of a Reserve - 2015-In4639- New Zealand Gazette](#)

increase to cover these actual costs. The licence fee will be consulted on as part of the 2026/2027 Annual Plan.

Outline of Council process to date

17 December 2017 - Council received legal advice about the Upper Selwyn Huts licence term.

February 2018 - Council appointed consultants to engage with USH community and develop a proposal for a new licence.

6 November 2018 - A committee of Council considered the report and proposed a 30-year DOL extension.

28 November 2018 - Council did not support the recommendations of the Committee and asked for other options.

8 May 2019 - Council decided to issue short term licences and renewals for a fixed period of time.

24 July 2024 - Council proposed to initiate a new process founded on engaging with the licence holders and paused the existing process.

March 2025 - Council engaged with the USH community.

16 June 2025 - Council began formal consultation.

7 August 2025 – Council heard submissions at the USH Hearing.

21 August 2025 – Council deliberations. In deliberations, Councillors agreed:

- 1) To receive the '*Upper Selwyn Huts Deliberations*' report,
- 2) To receive 209 submissions to the Upper Selwyn Huts consultation,
- 3) Give direction to staff to inform the recommendations for decision on 17 September 2025. The deliberations panel's preferred options were:
 - a. Licence term: An amended 30-year fixed term
 - b. Environment events: No triggers
 - c. Bond: A split view on the bond
 - d. Building condition inspections: only when there is a complaint or issue.

Facts and information about the USH have evolved over time as circumstances have changed and any decisions above were made with the information available at the time.

Deed of Licence

During deliberations, the deliberations panel requested a draft DOL to be provided as part of the report for the 17 September meeting.

- a) A working draft DOL has been attached as Appendix B. Council officers note the working draft:
- a. is indicative only and is not the final DOL for USH.
 - b. gives an indication of what the DOL could look like, but councillors should expect that there will be changes to this draft.
 - c. There will be further engagement with USH licence holders and councillors on a proposed final draft DOL
 - d. will be confirmed following consultation on the annual plan in 2026, at which time the licence fee will also be confirmed.

Guide to buying a Hut

In the deliberations, the deliberations panel raised a number of points which they wanted to be clarified in the *Guide to Buying a Hut*, provided to prospective purchasers of a hut. Council officers have noted these points and will revise the guide upon confirmation of the new DOL following consultation in the annual plan process in 2026. The points raised include:

- Gulley traps
- LIM's
- Fire risk
- Water risk
- Fencing
- Ownership of dogs and cats

3. KĀ KŌWHIRIKA | OPTIONS

This report addresses and provides options on four different matters, in line with the proposed questions outlined in the consultation document, and feedback received through submissions. These are:

Matter 1: Licence term

- **Option 1:** a fixed term of 5 years (no renewal)
- **Option 2:** a single fixed term on 30 years (no renewal)
- **Option 3:** rolling 10-year terms (renewable up to 30 years)

Council officers note that two new options have also been included below, called option 2A and Option 2B which are a consequence of directions provided and advice sought by the deliberations panel.

Matter 2: Environmental events

- **Option 1:** Licence term ends if flooding that cuts off vehicle access to USH for more than 24 hours, twice in a 12-month period.
- **Option 2:** Licence term ends if a natural event that causes sufficient damage that vehicle access to USH is cut off.
- **Option 3:** Licence term ends if a flooding event that causes serious injury or fatalities within USH.

Officers note that these options are not mutually exclusive of each other, as the proposal in the consultation was “Whether a serious environmental event should end a licence term early”. The questions in the consultation document then asked for input on these three possible events, to inform a potential new licence condition.

Council officers note that during the deliberations, the panel discussed a possible fourth option, which was that no environmental events triggers be included in the Deed of Licence. Council officers have included this fourth option in this report.

Matter 3: Bond

- **Option 1:** Introduce a bond
- **Option 2:** Do not introduce a bond

Matter 4: Building condition inspections

- **Option 1:** Implement building condition inspections as part of the new DOL
 - **Option 1A:** inspections occur every year
 - **Option 1B:** inspections occur every 2 years
 - **Option 1C:** inspections occur every 3 – 5 years

- **Option 1D:** inspections occur only when there is a complaint or issue raised
- **Option 2:** Do not implement building condition inspections as part of the new DOL.

4. TĀPAETAKA KŌRERO/ KĀ KUPU TŪTOHU | PROPOSAL/ RECOMMENDATIONS

Recommendations

Council officers recommend that Council:

- 1) Resolves to grant a new licence for occupation to Upper Selwyn Huts residents for a term of 30 years from 1 July 2026. The licence must include a clause requiring a review to be undertaken at 20 years, that provides for consultation with Upper Selwyn Huts licence holders, to consider whether to extend the licence at the end of the 30-year term.
- 2) Resolves that council does not include independent building inspection rights in the Deed of Licence and will undertake inspections in accordance of its role as a territorial authority.
- 3) Directs officers to obtain an updated environmental assessment each 10 years through the term of the licence and prior to the expiry of the 30 years and share such findings with Upper Selwyn Huts licence holders and publish the assessment on its website.
- 4) Directs officers to prepare a Deed of Licence to be presented to Council for final approval.

Environmental uncertainties

Council officers have carefully considered the range of environmental uncertainties and concerns raised through public submissions and Council deliberations. These concerns include:

- the uncertainty surrounding emerging environmental research,
- the potential for multiple environmental stressors to interact over time, and
- the risk of serious environmental incidents—such as flooding that could pose a threat to life or cause serious injury—affecting the land and accessways at the USH.

While current assessments (e.g. projected impacts from rising groundwater levels) provide a baseline understanding and indicate there are not any anticipated issues in the next 30 years based on current information, officers acknowledge concerns of community and

Councillors regarding how these factors may compound over time. Additionally, the comments made regarding how decisions made by other entities may influence environmental outcomes in this area are acknowledged.

In line with the Deliberations Panel desire to provide certainty to residents, the recommended 30-year licence term does not include a provision for early termination based on new information, changing circumstances (with or without consultation), or significant environmental events. If Councillors wish to retain flexibility to reconsider environmental information during the licence period, this could be achieved by granting a shorter licence term. However, officers understand that this approach is contrary to the intention expressed by Councillors to provide long-term certainty for USH residents and therefore no recommendation is made for any environmental event to bring an early end to the licence term. Officers will however consider the matters councillors and submitters have commented on in respect of any risk when considering final drafting of the DOL.

Matter 1: Licence term

New option 2A (recommended):

During the deliberations meeting, Councillors sought advice from officers on a potential amendment to option 2 (30-year licence term). Having considered the feedback provided through submissions and supporting information, Council officers now propose a new option, Option 2A, as the recommended option.

Option 2A is a single fixed term of 30 years with a requirement for the future Council of the day at year 20 of the licence term to consult with licence holders on a potential end of or renewal of the licence term.

While a future Council can decide whether to or not to grant a new DOL when the current DOL is nearing expiry, the proposal to include a term for a 20-year review, with consultation, will bind a future Council.

Council has broad discretion as to the terms of the licence under s 168(2) of the Reserves and other Lands Disposal and Public Bodies Empowering Act 1924 ("*ROLDA*") which provides that the Council may grant "such terms and conditions as the Board thinks fit". Officers note Council is the successor to the Lake Ellesmere Domain Board, being the Board referred to in s 168 (2).

In considering the original option 2, officers identified the following benefits and risks, as described in the Upper Selwyn Huts Deliberations report:

30-year licence term	
Benefits	Risks
<p>Certainty for a generation: This option reflects the objective of not making people homeless, providing certainty that the next generation can continue to live in their homes.</p> <p>Clear time frame: Provides certainty for both the licensee and the Council about the duration of occupation.</p> <p>Economic value to licence: Certainty of tenure for 30 years creates economic value in licences for those who wish to sell their homes but have not been able to realise value due to uncertainty of tenure.</p> <p>Simplified administration: No renewal process means fewer administrative steps for Council.</p> <p>Long timeline to find alternative housing: The long timeline gives residents a long period of time to source alternative housing.</p> <p>Lower licence fee: The longer license term will give more time to pay for the fixed costs (wastepipe contribution and deficit). This could reduce financial impact to licence holders.</p> <p>Predictable long-term planning for Council: A single long-term licence allows Council to plan for infrastructure and services to the area over a fixed timeframe.</p> <p>Infrastructure investment: The 30-year licence term provides for utilisation of Council's long-term infrastructure investment in the wastewater pipe.</p>	<p>Emotional disruption: The non-renewal licence term may impact residents social, emotional, and financial wellbeing.</p> <p>Reduced community stability: The non-renewal term may affect the sense of community or continuity in the area.</p> <p>Inconsistent with submissions: This option would be inconsistent with the submissions received in the consultation.</p> <p>Flooding risk: The 30-year term does not allow for Council review of environmental risks at USH, and whether managed retreat needs to be considered at an earlier stage.</p> <p>Risk of the DOL getting out of date: without shorter renewal options, Council's ability to change licence terms is limited, restricting Council's ability to adjust the licence to additional costs in the future, or legal or environmental changes over three decades.</p> <p>Inconsistent with previous licence terms: Does not align with historical precedent, as previous licences have been issued for maximum 5-year terms.</p>

Following the deliberations, officers consider that an amendment to option 2, by way of option 2A, would mitigate the following risks:

- Emotional disruption
- Reduced community stability
- Inconsistent with submissions

The key amendments are to:

- Bind Council to complete a consultation at year 20 to determine whether or not to grant a renewal of the DOL.

Benefits and risks for option 2A have been identified as:

New Option 2A 30-year licence term	
Benefits	Risks
<p>Flooding risk: Review points allow for Council review of environmental risks at USH, and whether managed retreat needs to be considered at an earlier stage, allowing mitigation options and emerging evidence to be investigated.</p> <p>Built in review points: Reviews allows Council to assess the DOL at regular intervals to ensure it is up to date and incorporate additional costs or adjustments to meet future legal or environmental changes.</p> <p>Renewal on circumstances of the day: requiring a future council of the day to consider renewal of the licence, ensures that a renewal will be based on current, up to date information and research.</p> <p>Consistent with submissions: This option would be consistent with the majority of submissions.</p>	<p>Flooding risk: The 30-year term does not allow for Council review of environmental risks at USH, and whether managed retreat needs to be considered at an earlier stage, particularly if the lake opening protocol is changed in 2029 when the resource consent is reviewed.</p> <p>Te Waihora health: Te Taumutu Ltd have identified improving the health of Te Waihora a priority. Council has a role to support mana whenua aspirations. In making this decision, granting a 30-year licence will be against the submission by Te Taumutu Ltd, and potentially impede their aspirations for improving the health of Te Waihora.</p> <p>Community expectations: The 30-year term may set an expectation for the community that further renewals would be for a similar timeframe in the future. The issuing of this licence term may reinforce some licence holder's belief that eventually they will be granted a licence in perpetuity. It may also set a precedent for other licence holders now or in the future who may refer to the USH term with an expectation of similar treatment.</p> <p>Committing Council to a course of action: The granting of a 30-year term commits Council to provide licences for that length of time, to continue providing infrastructure to support the USH over that term and continue to be licensor. Council will likely need to consider increased resourcing to manage USH.</p>

Implementation

In May 2025, Council agreed to a 12-month licence roll over of the deed of licences, ending 1 July 2026. Current licences were issued subject to this direction. The licence fee will be subject to consultation in the 2026/27 annual plan, aligning with the timeframe of the current licences. Following a decision on the licence fee, the deed of licence will be issued to licence holders.

Council officers note that licence holders have requested to be included in the district wide rate for water services. This is a decision to be made following annual plan consultation.

If Council was to issue a licence for the term proposed, it will need to consider what additional internal resources would be required to enforce licence conditions of their licence.

Option 1 (not recommended):

This option involved a fixed term of 5 years with no renewal. This option is not recommended.

In summary, officers consider that this option would likely increase financial, and reputational risks for the Council.

Financial risk

Council officers are concerned if this option progressed, that current licence holders may not have sufficient funds to fulfil their responsibilities under the DOL to make good on their lots occupied.

Council officer's current recommendation is that Council does not adopt a bond, and in this scenario without additional funds, Council may need to pay for the removal of huts and any other fixtures on the land which may place an unexpected financial burden on Council. To do so, Council would need to consult on making financial provision for such action.

If Council decide to adopt a bond, this may reduce costs to Council for removal. However, Council officers note that the cost of remediation is unknown, and any bond collected may not cover the full cost of remediation. Council may still need to consult on making financial provision for these potential costs.

In addition, the shorter licence term will result in much higher licence fees as fixed costs (contribution to the USH portion of the Ellesmere pipeline and repayment of a service deficit) will need to be paid over a shorted period. This is likely to make licences unaffordable for most licence holders, and less likely that Council will be able to recoup these costs.

Reputational risk

Adopting this option may open Council to reputational risk. Communities at Lower Selwyn Huts and Greenpark Huts who have had similar short licence terms have had presence on local and national media. Particularly following the consultation process, and the results of the consultation, a change to this licence term may result in negative reputational risk to the organisation.

In considering this option, Council identified benefits and risks as described in the Upper Selwyn Huts Deliberations report:

5-year licence term (no renewal)	
Benefits	Risks
<p>Clear time frame: Provides certainty for both the licensee and the Council about the duration of occupation.</p> <p>Simplified administration: No renewal process means fewer administrative steps at the end of the term.</p> <p>Consistent with previous licence terms: Aligns with historical precedent, as previous licences have been issued for 5-year terms, providing continuity and predictability for both Council and licensees.</p>	<p>Lack of long-term security: The short licence term will impact the resident's security, as they will need to find a new home. The short licence term may also impact their asset value, impacting their financial ability to seek alternative accommodation.</p> <p>Emotional disruption: The short-term licence term may impact residents social, emotional, and financial wellbeing.</p> <p>Reduced community stability: The short term may affect the sense of community or continuity in the area.</p> <p>Limited incentive for long-term stewardship: With only a short term, licensees may be less motivated to care for their homes or reserve sustainably.</p> <p>Inconsistent with submissions: This decision would be inconsistent with the submissions received in the consultation.</p> <p>Higher licence fee: A shorter license term will give less time to pay for the fixed costs (wastepipe contribution and deficit). This could potentially make a significant financial impact to licence holders.</p> <p>Infrastructure investment: The 5-year licence term may result in underutilisation of Council's long-term infrastructure investment in a wastewater pipeline.</p>

Option 2 (Not recommended):

This option would involve Council adopting a single fixed term of 30 years (with no renewal).

In considering this option officers identified the following benefits and risks, as described in the Upper Selwyn Huts Deliberations report:

30-year licence term	
Benefits	Risks
<p>Certainty for a generation: This option reflects the objective of not making people homeless, providing</p>	<p>Emotional disruption: The non-renewal licence term may impact residents social, emotional, and financial wellbeing.</p>

30-year licence term	
Benefits	Risks
<p>certainty that the next generation can continue to live in their homes.</p> <p>Clear time frame: Provides certainty for both the licensee and the Council about the duration of occupation.</p> <p>Economic value to licence: Certainty of tenure for 30 years creates economic value in licences for those who wish to sell their homes but have not been able to realise value due to uncertainty of tenure.</p> <p>Simplified administration: No renewal process means fewer administrative steps for Council.</p> <p>Long timeline to find alternative housing: The long timeline gives residents a long period of time to source alternative housing.</p> <p>Lower licence fee: The longer license term will give more time to pay for the fixed costs (wastepipe contribution and deficit). This could reduce financial impact to licence holders.</p> <p>Predictable long-term planning for Council: A single long-term licence allows Council to plan for infrastructure and services to the area over a fixed timeframe.</p> <p>Infrastructure investment: The 30-year licence term provides for utilisation of Council's long-term infrastructure investment in the wastewater pipe.</p>	<p>Reduced community stability: The non-renewal term may affect the sense of community or continuity in the area.</p> <p>Inconsistent with submissions: This option would be inconsistent with the submissions received in the consultation.</p> <p>Flooding risk: The 30-year term does not allow for Council review of environmental risks at USH, and whether managed retreat needs to be considered at an earlier stage.</p> <p>Risk of the DOL getting out of date: without shorter renewal options, Council's ability to change licence terms is limited, restricting Council's ability to adjust the licence to additional costs in the future, or legal or environmental changes over three decades.</p> <p>Inconsistent with previous licence terms: Does not align with historical precedent, as previous licences have been issued for maximum 5-year terms.</p>

New Option 2B (not recommended):

Option 2B is a 20-year term with a further option to renew for a further 10 years.

During the deliberations meeting, Councillors sought advice from officers on this potential option. Having considered the feedback provided through submissions and supporting information, this option is not recommended.

Reputational Risk

Adopting this option may open Council to reputational risk. Particularly following the consultation process and the results of the consultation a change to this licence term may result in negative reputational risk to the organisation.

This option may create long term reputational risks for Council if community expectations are not well managed. The 20 + 10 terms may set an expectation that further renewals would be for a similar timeframe in the future. The issuing of this licence term may reinforce some licence holder's belief that eventually they will be granted a licence in perpetuity. It may also set a precedent for other licence holders now or in the future who may refer to the USH term with an expectation of similar treatment. If not well managed, when Council eventually triggers the ending of licences at USH Council may face reputational risk, particularly if licence holders feel Council has not adequately signalled the end of licences.

In addition, the granting of a 20-year + 10-year terms commits Council to provide licences for that length of time, to continue providing infrastructure to support the USH over that term and continue to be licensor. There are limited options outside of the renewal to change the terms of the licence, and even during the renewals any changes will likely need to be by agreement of both parties. Council may have limited options to change the term itself if environmental affects begin to severely impact the area.

The benefit of this option is that the 20-year + 10 terms offer an opportunity to renegotiate with licence holders at times where Council may have a greater understanding of changing environmental conditions. Although more administrative, Council will have an opportunity during these renewals to set realistic expectations and come to mutual agreement with licence holders about the eventual end of licences at USH.

In considering this option, Council identified the following benefits and risks:

Rolling 10-year terms (renewable up to 30 years)	
Benefits	Risks
<p>Clear time frame: Provides certainty for both the licensee and the Council about the duration of occupation.</p> <p>Flooding risk: The renewal allow for Council review of environmental risks at USH, and whether managed retreat needs to be considered at an earlier stage, allowing mitigation options to be investigated.</p> <p>Lower licence fee: the longer license term will give more time to pay for the fixed costs (wastepipe contribution and deficit). This could potentially reduce financial impact to licence holders.</p> <p>Long timeline to find alternative housing: The long timeline gives residents a long period of time to source alternative housing. Additionally, the intervals provide</p>	<p>Increased administration: The renewal process means additional administrative steps increasing cost to Council.</p> <p>Emotional disruption: Renewals may impact residents social, emotional, and financial wellbeing due to reduced certainty.</p> <p>Limited incentive for long-term stewardship: Without long term renewal rights, licensees may be less motivated to care for their homes or reserve sustainably.</p> <p>Perceived insecurity: The review may create a sense of uncertainty to residents.</p>

Rolling 10-year terms (renewable up to 30 years)	
Benefits	Risks
<p>review points for licence holders to end their licences early if they wish.</p> <p>Built in review points: The renewal process allows Council to assess the DOL at regular intervals to ensure it is up to date and incorporate additional costs or adjustments to meet future legal or environmental changes.</p>	<p>Inconsistent with submissions: This option would be inconsistent with the submissions received in the consultation.</p> <p>Inconsistent with previous licence terms: Does not align with historical precedent, as previous licences have been issued for 5-year terms.</p>

Option 3 (not recommended):

The option would involve Council adopting rolling 10-year terms (renewable up to 30 years). This option is not recommended; however, Council officers note that this is also a suitable option and achieves similar desired outcomes as option 2A.

Consideration of this option has identified this option may increase reputational risk for Council.

Reputational Risk

Pursing this option would likely open Council to potential reputational risk. Particularly following the consultation process and the results of the consultation, a change to this licence term may result in negative reputational risk to the organisation.

This option may create long term reputational risks for Council if community expectations are not well managed. The rolling 10 + 10 + 10 terms may set an expectation that further renewals would be for a similar timeframe in the future. The issuing of this licence term may reinforce some licence holder's belief that eventually they will be granted a licence in perpetuity. It may also set a precedent for other licence holders now or in the future who may refer to the USH term with an expectation of similar treatment. If not well managed, when Council eventually triggers the ending of licences at USH Council may face reputational risk, particularly if licence holders feel Council has not adequately signalled the end of licences.

In addition, the granting of a 10-year term with two further rights to renew commits Council to provide licences for that length of time, to continue providing infrastructure to support the USH over that term and continue to be licensor. There are limited options outside of the 10-year renewals to change the terms of the licence, and even during the renewals any changes

will likely need to be by agreement of both parties. Council may have limited options to change the term itself if environmental affects begin to severely impact the area.

The benefit of this option is that the 10-year renewals offer an opportunity to renegotiate with licence holders at times where Council may have a greater understanding of changing environmental conditions. Although more administrative, Council will have an opportunity during these renewals to set realistic expectations and come to mutual agreement with licence holders about the eventual end of licences at USH.

In considering this option, officers identified the following benefits and risks, as described in the Upper Selwyn Huts Deliberations report:

Rolling 10-year terms (renewable up to 30 years)	
Benefits	Risks
<p>Clear time frame: Provides certainty for both the licensee and the Council about the duration of occupation.</p> <p>Flooding risk: The 10-year renewals allow for Council review of environmental risks at USH, and whether managed retreat needs to be considered at an earlier stage, allowing mitigation options to be investigated.</p> <p>Lower licence fee: the longer license term will give more time to pay for the fixed costs (wastepipe contribution and deficit). This could potentially reduce financial impact to licence holders.</p> <p>Long timeline to find alternative housing: The long timeline gives residents a long period of time to source alternative housing. Additionally, the intervals provide review points for licence holders to end their licences early if they wish.</p> <p>Built in review points: The renewal process allows Council to assess the DOL at regular intervals to ensure it is up to date and incorporate additional costs or adjustments to meet future legal or environmental changes.</p>	<p>Increased administration: Three renewal processes mean additional administrative steps increasing cost to Council.</p> <p>Emotional disruption: Renewals every 10 years may impact residents social, emotional, and financial wellbeing due to reduced certainty.</p> <p>Limited incentive for long-term stewardship: Without long term renewal rights, licensees may be less motivated to care for their homes or reserve sustainably.</p> <p>Perceived insecurity: The periodic review every 10 years (even with the right to renew) may create a sense of uncertainty to residents.</p> <p>Inconsistent with submissions: This option would be inconsistent with the submissions received in the consultation.</p> <p>Inconsistent with previous licence terms: Does not align with historical precedent, as previous licences have been issued for 5-year terms.</p>

Matter 2: Environmental events

The consultation sought feedback on whether a term should be added to the deed of licence which would end the licence term if an environmental event occurs. Three options were proposed in the consultation:

- 1) Ending the licence if flooding occurs that cuts off vehicle access to USH for more than 24 hours, twice in a 12-month period.
- 2) Ending the licence if a natural event that caused sufficient damage/destruction to the road that vehicle access to USH is cut off.
- 3) Ending the licence if a flooding event causes serious injury or fatalities within USH.

These events were proposed following pre-engagement with the USH community and the recommendations outlined in the Jacobs report. Despite these recommendations, following the submissions in the consultation, it is clear there is little appetite from the community for a term which ends the licence if an environmental event occurs. Instead, submitters requested a different process and during deliberations, Councillors sought advice on a fourth option, which was for no triggers to be included in the DOL. Council officers have included an assessment of this fourth option in this report.

In summary, officers recommend option 4, and do not recommend options 1, 2, and 3 for the reasons outlined in the body of the report.

New option 4 (recommended):

The new option 4 would see no environmental events being included in the DOL. As mentioned above, officers are still concerned about the environmental risks at the USH settlement. As noted earlier, officers will consider this in the final drafting of the DOL before final presentation to councillors and USH residents for engagement.

Officers note that not including any triggers does not prevent Council and licence holders ending licences by mutual agreement. Any agreement can be ended by mutual agreement, for any reason (including managed retreat).

Council officers note that this option was not consulted on as part of the USH consultation and has not had consideration of risks and benefits in previous reports. The risks and benefits of this option are outlined in the table below:

No environmental events	
Benefits	Risks
<p>Individual autonomy: respects individuals' autonomy to choose when they may evacuate the settlement.</p> <p>Supports emergency planning: May prompt improved emergency protocols and community preparedness.</p>	<p>Potential for loss of life: Potential for serious harm or death, potentially across multiple events without being able to end licences.</p> <p>Financial impact to licence holders: Licence holders may be required to continue to pay for their licence regardless of if they have had an injury due to a flood</p>

No environmental events	
Benefits	Risks
<p>No ambiguity: Community are aware they are responsible for their own safety.</p> <p>Encourages greater oversight: Encourages greater measurement and oversight of weather conditions to prevent events of this nature.</p>	<p>event. Alternatively, licence holders will still have to pay fees even if they cannot enter the settlement due to a flood event.</p> <p>Emotional sensitivity: serious harm or death may be distressing for the community, particularly if there is a large loss of life or a person affected is well known or respected by the community.</p> <p>Discourages evacuations during flood events: This may discourage residents to evacuate USH during flood events, as they may state they have no reason to. This may increase the risk of injury or harm.</p> <p>Signals an acceptable risk: This signals that USH is viable regardless of if lives are lost.</p> <p>Increased cost: Council may need to invest more in mitigation options as ending the licence or moving people out may not be an option.</p> <p>Reputational impact: Council will likely face backlash or negative reputational impacts for not putting conditions in place if a person was injured or died at the settlement due to a flood event.</p> <p>Emotional impact for others: Emergency responders may face negative wellbeing impacts if they need to respond to a flood event where people have died, or alternatively they themselves may be injured or harmed in a rescue attempt.</p> <p>Potential for water contamination: A flood event may result in the buildings, soil or any contaminants at the settlement washing into the river or into Te Waihora, potentially contaminating waterways.</p>

Option 1 (not recommended):

Option 1 would see the licence term end if flooding occurs that cuts off vehicle access to USH for more than 24 hours, twice in a 12-month period. This option is not recommended for several reasons, including:

Reputational risks

If Council were to enforce this term in the DOL, Council may face public backlash about the decision to end licences early, particularly if people misunderstand the reasoning of the end of the licences. For example, the general public may think Council is ending the licences only because the road had been flooded, rather than the wider reasoning of this option

which is that the road flooding is an indicator that the water level is rising. The end of the licences intends to evacuate the area before a major flooding event occurs which could cause harm. If this is not well managed, Council may experience negative reputation impact.

In considering this option officers identified the following benefits and risks, as described in the Upper Selwyn Huts Deliberations report:

Licence term ends if flooding that cuts off vehicle access to USH for more than 24 hours, twice in a 12-month period.	
Benefits	Risks
<p>Measurable option: Provides a clear, measurable standard to both Council and community.</p> <p>Frequency threshold: Having a recurrence and frequency of the event helps distinguish between isolated incidents and increasing risk.</p> <p>Benefits emergency services: Is a practical option to respond to emergency response capability.</p> <p>Opportunities for mitigation: Opportunity to mitigate an end of the licence by strengthening the road.</p>	<p>Lack of clarity: There potentially may be different understandings of the standard between community and Council (for example, if a fire truck can access USH, but an ambulance cannot) causing distress or disputes.</p> <p>Lack of current measurement: Council may not currently have the relationships or data collection capabilities to sufficiently administer this option.</p> <p>Weather variability: May be triggered by rare but intense weather rather than systemic risk.</p> <p>Short timeframe and elevation: Two events in 12 months may not accurately reflect the risk of flooding to USH, or long-term habitability and resilience, particularly because the road is at a lower elevation than USH which results in the road flooding but not USH.</p> <p>Potential for unintended consequences: Could lead to early termination even if mitigation measures are underway.</p> <p>Community resistance: Residents may perceive the threshold as arbitrary or unfair.</p> <p>Infrastructure dependency: Focuses on access rather than broader environmental or social impacts.</p> <p>Precedent: May create a challenging precedent for future flooding events, particularly in rural areas where road access is cut off.</p> <p>Over-reliance on a single access point: Doesn't account for alternative access methods (e.g., boat, helicopter) that may still be viable.</p> <p>Inconsistent with submissions: This option would be inconsistent with the submissions received in the consultation.</p>

Licence term ends if flooding that cuts off vehicle access to USH for more than 24 hours, twice in a 12-month period.	
Benefits	Risks
	Risk of restricted reporting: Risk that residents may not report incidents to emergency services for fear of losing their licence.

Option 2 (not recommended):

Option 2 would see the licence term end if a natural event that caused sufficient damage/destruction to the road that vehicle access to USH is cut off. This option is not recommended for several reasons, including:

Reputational risks

If Council were to enforce this term in the DOL, Council may face public backlash about the decision to end licences early, particularly if people misunderstand the reasoning of the end of the licences. For example, the general public may think Council is ending the licences only because the road had been washed out or destroyed, rather than the wider reasoning of this option which is that destruction of the road is an indicator that the water level is rising. The end of the licences intends to evacuate the area before a major flooding event occurs which could cause harm. If this is not well managed, Council may experience negative reputation impact.

In considering this option officers identified the following benefits and risks, as described in the Upper Selwyn Huts Deliberations report:

Licence ends if a natural event causes sufficient damage to the road that vehicle access to USH is cut off	
Benefits	Risks
<p>Measurable option: Provides a clear, measurable standard to both Council and community.</p> <p>Benefits emergency services: Is a practical option to respond to emergency response capability.</p> <p>Supports risk-based planning: Encourages contingency planning to access USH if the road is destroyed.</p> <p>Opportunities for mitigation: Opportunity to mitigate an end of the licence by strengthening the road.</p>	<p>Potentially challenging administration: If the natural event was large and impacted the whole district, it may be challenging to resource an end of licence process.</p> <p>Community resistance: Residents may perceive the threshold as arbitrary or unfair.</p> <p>Infrastructure dependency: Focuses on access rather than broader environmental or social impacts.</p> <p>Precedent: May create a challenging precedent for future events, particularly in rural areas where road access is cut off.</p> <p>Lack of clarity: There potentially may be different understandings of the standard between community and</p>

Licence ends if a natural event causes sufficient damage to the road that vehicle access to USH is cut off	
Benefits	Risks
	<p>Council (for example, if a fire truck can access USH, but an ambulance cannot) causing distress or disputes.</p> <p>Temporary disruptions: May not distinguish between short term damage and long-term inaccessibility, leading to premature licence termination.</p> <p>Over-reliance on a single access point: Does not account for alternative access methods (e.g., boat, helicopter) that may still be viable.</p> <p>Inconsistent with submissions: This decision would be inconsistent with the submissions received in the consultation.</p> <p>Risk of restricted reporting: Risk that residents may not report incidents to emergency services for fear of losing their licence.</p>

Option 3 (not recommended):

Option 3 would see the licence term end if a flooding event causes serious injury or fatalities within USH. This option is not recommended.

In considering this option, officers identified the following benefits and risks, as described in the Upper Selwyn Huts Deliberations report:

Licence ends if any flooding event causes serious injury or fatalities within USH.	
Benefits	Risks
<p>Safety: Prioritises human life and wellbeing.</p> <p>Encourages greater oversight: Encourages greater measurement and oversight of weather conditions to prevent events of this nature.</p> <p>Encourages evacuations during flood events: This may encourage residents to evacuate USH during flood events, increasing safety.</p> <p>Signals unacceptable risk: Clearly communicates that USH is no longer viable if lives are lost.</p> <p>Supports emergency planning: May prompt improved emergency protocols and community preparedness.</p>	<p>Reactive approach: This only triggers an end to licences after a serious harm or death has occurred, contrary to the intention of keeping people safe by these terms.</p> <p>Emotional sensitivity: Losing a licence after an event causing serious harm or death may be distressing for the community, particularly if there is a large loss of life or a person affected is well known or respected by the community.</p> <p>Ambiguity: Potentially ambiguity in defining "serious harm". May cause distress and disputes if an attempt to trigger this option was made.</p> <p>Individual autonomy: A community member despite warnings from emergency services chooses to remain in their home, while other community members evacuate. If that person is seriously injured, it may result in unjustified ending of licences for the whole settlement.</p>

Licence ends if any flooding event causes serious injury or fatalities within USH.	
Benefits	Risks
	<p>Complexity: May require formal investigation or medical/legal confirmation to determine whether the threshold has been met.</p> <p>Risk of restricted reporting: Risk that residents may not report incidents or seek medical aid for fear of losing their licence.</p>

Matter 3: Bond

Council proposed two options in the consultation about bond, the first to introduce a bond, and the second to keep the status quo and not introduce the bond. Council officers note that in the working draft DOL, licence holders have a responsibility to remediate their lot upon request of Council as the licensor when the licence expires (as per below, from the current DOL):

26. EXPIRY OF LICENCE

...

26.2 *At the expiry or earlier determination of the Term, the Licensee must quietly yield up the hut and any improvements on the Lot in the same good and substantial repair and condition as they were in at the Commencement Date, fair wear and tear excepted.*

26.3 *The Licensor may direct that the hut and any improvements remaining on the Lot at the expiry, surrender or termination of this Licence, be removed by the Licensee at the Licensee's cost.*

26.4 *Where the Licensor does not make a direction under clause 26.3, the hut and any improvements remaining on the Lot at the expiry, surrender or termination of this Licence will be deemed to be fixtures and property in them will vest absolutely in the Licensor and the Licensor will not be liable to pay compensation to the Licensee for the hut and improvements.*

26.5 *Where the Licensee fails to comply with a direction under clause 26.3; then the Licensor may remove or destroy or otherwise dispose of anything otherwise remaining on the Lot, and recover the costs and expenses of their removal or destruction from the Licensee as a debt due to the Licensor.*

In summary council officers have recommended not introducing a bond for the following reasons:

- Council officers are unclear how much remediation of the lots will cost

- Council officers are concerned that a bond to cover the full cost of remediation will not be affordable for licence holders
- Council officers are concerned that residents may not pay a bond
- Council officers are concerned if the cost of the bond is reduced, any contribution to the final cost of remediation will be minimal

Council officers also note that Council has a responsibility to return the reserve to the Department of Conservation, and so also has a remediation responsibility.

Option 2 (recommended):

Officers recommend not introducing a bond for several reasons as set out below.

Financial risks / implications

Although Council officers are concerned that without a bond or other mechanism to recover costs, general rates may need to be used to cover remediation costs, the status quo situation does not rely on a bond. Instead, the financial risk sits with the hut owners initially (through the obligation in the current licence to remediate) and then shifts to Council as the administrator of the reserve land.

The key risk and implication of a bond is that it would likely be unaffordable and uncertain, both in terms of assessment and enforcement. The Council cannot accurately estimate remediation costs, and even if it could, the amount required for a bond (even if a contribution) may not be affordable for USH residents.

Reputational risks

Introducing a bond, even if uncertain, could lead to public concern or backlash, particularly if the costs are substantial and unaffordable for residents. Although ratepayers may question why Council did not take steps to mitigate any financial risk earlier, especially if the financial impact of remediation is borne by ratepayers across the District, the reputational risks to Council in adopting a bond (when the licence already provides for resident responsibility) are considered a relevant factor for not progressing a bond at this stage.

In considering this option officers identified the following benefits and risks, as described in the Upper Selwyn Huts Deliberations report:

Do not introduce a bond	
Benefits	Risks
<p>Reduced administrative burden: Avoids the need for Council to manage, track, and enforce bond payments.</p> <p>Affordability: Avoids placing additional financial pressure on residents particularly those on fixed or low incomes.</p> <p>Preferred submission option: This option would be consistent with the submissions received in the consultation.</p> <p>Simplified licence process: Keeps the licence system straightforward and follows previous processes rather than introducing a new process.</p> <p>Avoids transfer complications: Prevents issues where bond obligations are passed between licence holders during transfers.</p> <p>Acknowledges historical context: Recognises the long-standing nature of USH and contributions made by residents over time.</p> <p>May empower residents: May encourage residents to save for their own remediation costs.</p>	<p>Uncertain cost recovery: Risk that remediation costs will fall entirely on Council (and ultimately ratepayers).</p> <p>Unknown cost: Unknown cost of remediating the land so residents may not have enough money to cover the full cost of remediations.</p> <p>Reactive funding: Council may need to raise funds urgently at the time of licence termination which could be politically or financially challenging.</p> <p>Equity concerns: Residents who leave earlier may avoid contributing to remediation, placing a greater burden on those who remain longer.</p> <p>Potential for future conflict: Lack of a clear funding mechanism may lead to disputes when remediation is required.</p>

Option 1 (not recommended):

Option 1 proposed to introduce a bond that would be used to contribute towards remediation at the end of the licence term.

Additionally, Council officers have identified this option may increase financial and reputational risks.

Financial risks

Council officers are uncertain without formal assessments of the huts how much remediation could cost. There is a high risk that any bond collected may not cover the remediation costs or could be more than remediation costs. In addition, Council officers are concerned about the high administrative costs of managing introducing a bond.

Reputational risks

As above, the introduction of a bond may raise a reputational risk for council if the bond makes licences unaffordable for residents.

In considering this option officers identified the following benefits and risks, as described in the Upper Selwyn Huts Deliberations report:

Introduce a bond	
Benefits	Risks
<p>Reduced cost: The bond will contribute to the remediation costs at the end of the licence term and potentially reduce costs to ratepayers.</p> <p>Assist licence holders: The bond will assist licence holders in the event licences are ended by reducing cost in a potentially stressful situation.</p> <p>Predictable funding: Provides Council with a dedicated source of funding for future remediation.</p>	<p>High administrative burden: Collection of, and maintaining bonds, will be highly administrative for Council taking time and money to manage.</p> <p>Issues with return: As there are currently no limits on transferring licences, residents may end licences prematurely, sell their licence to another, passing a high bond cost to another, and Council may have to return the bond to the first licence holder.</p> <p>Historical impact: USH has been in place for 130 years, and people have contributed to the homes and licenced plots. Residents may feel a bond is unfair as they are responsible for remediating the land which they did not originally build on.</p> <p>Unknown cost: Unknown cost of remediating the land, so the bond may not cover the full cost of remediations.</p> <p>Does not empower residents: Does not encourage residents to take responsibility for their homes and remediation which they have agreed to.</p> <p>Affordability concerns: May disproportionately affect lower-income residents, especially if the bond is set at a high rate.</p> <p>Complex enforcement: May be difficult to enforce bond conditions if residents dispute the terms or timing of licence termination.</p> <p>Dispute: May lead to disputes about remediation at the end of the licences.</p>

Matter 4: Building condition inspections

Council proposed two options in the consultation about building inspections, the first to introduce building inspections in the DOL and the second, to not introduce building inspections in the DOL. Under the first option, to introduce building inspections, Council consulted on four proposed frequencies for inspections to occur:

- inspections every year
- inspections every 2 years
- inspections every 3 – 5 years

- inspections only when there is a complaint or an issue

To assist with identifying the options, Council officers have labelled the options as follows:

- **Option 1:** introduce building inspections in the DOL
 - **Option 1A:** Introduce building inspections in the DOL at a frequency of every year
 - **Option 1B:** Introduce building inspections in the DOL at a frequency of every 2 years
 - **Option 1C:** Introduce building inspections in the DOL at a frequency of every 3 – 5 years
 - **Option 1D:** Introduce building inspections in the DOL at a frequency of only when there is a complaint or an issue
- **Option 2:** do not introduce building inspections in the DOL

Officers note that under the Building Act 2004, the Council has regulatory responsibilities to investigate building-related complaints and may conduct building condition inspections where concerns are raised about compliance, safety, or maintenance. Therefore option 2 has the same outcome as option 1D, the key difference between the options being that in option 1D the right for Council to conduct these inspections is written expressly in the DOL, whereas in option 2 Council relies on its responsibility under the Building Act alone.

Option 2 is the preferred approach based on the consultation document, guidance from the deliberations panel, public submissions, and supporting evidence.

Option 2 (recommended)

The recommended option is to not implement building condition inspections as a term in the DOL, and for those inspections to occur only when there is a complaint or an issue raised in line with Council's responsibilities as a territorial authority.

Council officers note that this option was not consulted on as part of the USH consultation and has not had consideration of risks and benefits in previous reports. The risks and benefits of this option are outlined in the table below:

Option 1: Implement building condition inspections	
Benefits	Risks
<p>Consistent with submissions: This option would be consistent with the submissions received in the consultation.</p> <p>Low administrative cost: Completing any inspections would be part of Council's business as usual.</p> <p>Consistent with the rest of the district: Council as regulator conducts building condition inspections on all homes in the district if an issue or complaint is raised. Inspections would be the same as other homes in the district.</p> <p>Council as regulator and good licensor: Inspections address reputational impacts for Council as regulator and licensor if any of the homes are in an unsafe, or unsanitary condition.</p>	<p>Baseline: Council would not obtain a baseline condition assessment on all homes at USH which it currently does not have as many of the homes are historic and have never had a condition assessment. This will mean officers will have no prior information to assist in responding to complaints.</p>

Option 1 (not recommended)

Option 1 proposed for a term to be included in the DOL which allowed Council to carry out inspections. This option is not recommended.

In considering this option officers identified the following benefits and risks, as described in the Upper Selwyn Huts Deliberations report:

Option 1: Implement building condition inspections	
Benefits	Risks
<p>Baseline: Council obtains a baseline condition assessment on all homes at USH which it currently does not have as many of the homes are historic and have never had a condition assessment. This will assist in responding to complaints.</p> <p>Consistent with the rest of the district: Council as regulator conducts building condition inspections on all homes in the district prior to the home being handed to the owner. The USH is an outlier as many homes have not had a condition inspection. Completing the inspections would bring USH to the same standard as other homes in the district.</p> <p>Council as regulator and good licensor: Inspections address reputational impacts for Council as regulator and licensor if any of the homes are in an unsafe, or unsanitary condition.</p>	<p>Inconsistent with the rest of the district: Although Council completes building condition inspections when the home is built, it is rare for Council to complete building condition inspections once the owner is living in the home. In this way, Council would be acting outside of its normal practise.</p> <p>Inconsistent with submissions: This option would be inconsistent with the submissions received in the consultation.</p> <p>Resistance from community: Residents may dispute having inspections causing further fracturing of relationships, and distress.</p> <p>High administrative cost: Completing the inspections and follow up with the community, particularly at a</p>

Option 1: Implement building condition inspections	
Benefits	Risks
<p>Potential to rebuild relationships: The inspections may be a way for Council to rebuild relationships with USH.</p> <p>Potential to connect with services: The inspections may be a way for Council to connect vulnerable residents with services.</p> <p>Enables early intervention: Allows Council to intervene in supporting a resident before issues become serious, potentially reducing costs to the resident and greater consequences (e.g. prevent unsanitary or dangerous living conditions).</p> <p>Ensures vulnerable residents are living in safe conditions: Ensures vulnerable residents who may not have other means of enforcing minimum living standards, particularly people living at USH who are not licence holders, have a safe, warm home to live in.</p>	<p>regular frequency, would add a high cost to Council in resource allocation.</p> <p>Privacy concerns: Residents may feel inspections are intrusive or unnecessary, especially if they have lived in their homes for decades.</p> <p>Enforcement challenges: Council may be expected to act on findings which could lead to difficult decisions around compliance or enforcement.</p> <p>Scope creep: Concern that inspections could expand beyond safety into broader assessments increasing complexity, community concern, or Council acting outside its remit.</p>

Options 1A, 1B, 1C and 1D

Consideration of these options has identified these options may increase reputational for Council.

Reputational risks

If Council were to enforce inspections, Council may face public backlash about this decision. Some people may insinuate inspections are an alternate way to end licences early. If this is not well managed, Council may experience negative reputation impact.

Option 1A (not recommended):

Option 1A proposed for inspections to occur every year. This option is not recommended.

In considering this option officers identified the following benefits and risks, as described in the Upper Selwyn Huts Deliberations report:

Option 1A: Inspections every year	
Benefits	Risks
<p>Improved safety: Regular inspections help ensure homes remain safe and sanitary; reducing risk to residents and visitors.</p> <p>Better data over time: Annual inspections create a detailed record of changes and trends in building</p>	<p>High resource demand: Annual inspections would require significant ongoing staffing and funding commitments. It may require allocated staffing resource to complete.</p>

Option 1A: Inspections every year	
Benefits	Risks
<p>condition, particularly following flooding events, supporting long-term planning.</p> <p>Strengthens Council oversight: Provides Council with regular up-to-date information to support regulatory and emergency response roles.</p> <p>Potential to build trust through consistency: A predictable regular inspection schedule may help normalise Council presence and build trust between Council and licensees over time.</p> <p>Supports vulnerable residents: More frequent contact increases opportunities to identify and support residents who may need to be connected to social or health services.</p>	<p>Inspection fatigue: Residents may feel overwhelmed or harassed by the frequency of inspections especially if they perceive them as intrusive.</p> <p>Administrative complexity: Managing scheduling, follow-up, and record-keeping for annual inspections across all homes may be challenging particularly if Council is having to use new systems or processes.</p> <p>Escalation of tensions: If inspections result in compliance actions or perceived overreach relationships may breakdown.</p> <p>Unclear enforcement pathway: Without clear consequences or support mechanisms identifying issues annually may not lead to meaningful improvements.</p> <p>Departure from district norms: Annual inspections are not standard practice elsewhere in the district, which may raise fairness concerns.</p>

Option 1B (not recommended):

Option 1B proposed for inspections to occur every 2 years. This option is not recommended.

In considering this option officers identified the following benefits and risks, as described in the Upper Selwyn Huts Deliberations report:

Option 1B: inspections every 2 years	
Benefits	Risks
<p>Less resource demand: Bi-annual inspections will be less demanding on resources than annual inspections.</p>	<p>High resource demand: Despite being less resource intensive than annual inspections, bi-annual inspections would still require significant ongoing staffing and funding commitments. It may require allocated staffing resource to complete.</p> <p>May miss rapid deterioration: Issues that develop quickly between inspections may go unnoticed for up to two years.</p>

Option 1C (not recommended):

Option 1C proposed for inspections to occur every 3 – 5 years. This option is not recommended.

In considering this option officers identified the following benefits and risks, as described in the Upper Selwyn Huts Deliberations report:

Option 1C: inspections every 3 – 5 years	
Benefits	Risks
<p>Less resource demand: These inspections are the least demanding on resources out of all the options for regular inspections (Options 1A – 1C).</p> <p>Improved safety: Inspections help ensure homes remain safe and sanitary; reducing risk to residents and visitors.</p> <p>Better data over time: Inspections create a periodic record of changes and trends in building condition, particularly following flooding events, supporting long-term planning.</p> <p>Strengthens Council oversight: Provides Council with periodic, up-to-date information to support regulatory and emergency response roles.</p> <p>Supports vulnerable residents: Inspections may create opportunities to identify and support residents who may need to be connected to social or health services.</p> <p>May be more acceptable to residents: May be seen as a reasonable compromise between oversight and autonomy.</p>	<p>Slower issue detection: Problems may go unnoticed for several years increasing risk to residents and Council.</p> <p>Reduced responsiveness: Less frequent inspections may limit Council's ability to respond to emerging safety or health concerns.</p> <p>Community resistance: Some residents may still object to any form of inspection, regardless of frequency.</p> <p>Administrative complexity: Requires long-term scheduling and tracking to ensure inspections are completed on time.</p> <p>Unclear enforcement: Identifying issues every few years may not lead to timely or effective remediation without a clear follow-up process.</p>

Option 1D (not recommended):

Option 1D proposed for a term to be written in the DOL for inspections to occur if an issue arises or Council received a complaint. This option is not recommended.

In considering this option officers identified the following benefits and risks, as described in the Upper Selwyn Huts Deliberations report:

Option 1D: Inspections only when there is a complaint or issue	
Benefits	Risks
<p>Status quo: This is consistent with Council's current practice and aligns with how Council typically responds to housing concerns elsewhere in the district.</p>	<p>Status quo: This is consistent with Council's current practice and aligns with how Council typically responds to housing concerns elsewhere in the district.</p>

<p>Low administrative burden: Requires fewer resources and staff time compared to scheduled inspections.</p> <p>Responsive approach: Focuses Council effort where there is a known concern, rather than inspecting all homes regardless of condition.</p> <p>Minimises disruption: Avoids unnecessary inspections for residents whose homes are well maintained.</p> <p>May reduce community resistance: Less likely to be seen as intrusive or overreaching by residents.</p> <p>Consistent with submissions: This decision would be consistent with the submissions received in the consultation.</p> <p>Cost-effective: Limits expenditure to cases where there is a clear need for intervention.</p> <p>Simplified licence process: Keeps the DOL straightforward and easier to administer.</p> <p>Potential of mutual agreement: Without having a condition in the DOL, there is potential for Licence holders and Council staff to come to a mutual agreement outside of a formal agreement to complete baseline assessments. This is unlikely to take place at every home, but some licence holders may be more open to inspections outside of formal processes than others.</p>	<p>Low administrative burden: Requires fewer resources and staff time compared to scheduled inspections.</p> <p>Responsive approach: Focuses Council effort where there is a known concern, rather than inspecting all homes regardless of condition.</p> <p>Minimises disruption: Avoids unnecessary inspections for residents whose homes are well maintained.</p> <p>May reduce community resistance: Less likely to be seen as intrusive or overreaching by residents.</p> <p>Consistent with submissions: This decision would be consistent with the submissions received in the consultation.</p> <p>Cost-effective: Limits expenditure to cases where there is a clear need for intervention.</p> <p>Simplified licence process: Keeps the DOL straightforward and easier to administer.</p> <p>Potential of mutual agreement: Without having a condition in the DOL, there is potential for Licence holders and Council staff to come to a mutual agreement outside of a formal agreement to complete baseline assessments. This is unlikely to take place at every home, but some licence holders may be more open to inspections outside of formal processes than others.</p>
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5. DISCUSSION

Considerations for decision making

Legal advice

Prior to the deliberations hearing Council obtained legal advice regarding its powers in relation to the licence term. A summary of the legal advice is set out below:

Council has the power to licence (but not lease) the Reserve.

*Section 61 of the Reserves Act 1977 (RA) relates to powers (including leasing) in respect of local purpose reserves. Section 61 does not include a power to grant a licence over a local purpose reserve. However, sections 61(2) to (2B) authorise an administering body to lease the reserve for certain limited purposes **but only where the reserve is vested in the administering body**. The Reserve is not vested in the Council and so the Council may not exercise these powers.*

*The authority to grant a licence is therefore under s 168(2) of the Reserves and other Lands Disposal and Public Bodies Empowering Act 1924 (**ROLDA**), and not the RA.*

The Council has a very broad discretion as to the terms of the licence: s 168(2) of ROLDA says “such terms and conditions as the Board thinks fit”; s 168(4) refers to “conditions, covenants, and restrictions on the use and occupation of the land and dwellings” to the Council’s satisfaction.

This legal advice clarifies that Council’s decision on the licence terms needs to be made in light of the power in section 168(2) of the ROLDA, which provides broad discretion to the Council to grant a licence on “such terms and conditions as the Board things fit”. A decision on any terms and conditions of the DOL must take into account all relevant matters (which are described in this report) and be reasonable. Officers note Council is the successor to the Lake Ellesmere Domain Board, being the Board referred to in s 168 (2). These terms will include the duration of any licence, with the ROLDA not prescribing any maximum term.

General considerations

Council officers note that Council’s aqualink report, although informative, should not be the sole reasoning for a decision due to its limitations including:

- The basis of the modelling was a flood event which occurred in 2013
- The report considered ground water and lake level rise due to rising sea levels, but did not assess the risk of the river or rainfall
- The report highlighted that weather and climate events are inherently unpredictable
- The report was based on Te Waihora levels of 1.8 m in 2013. If Te Waihora’s lake opening protocol is changed, this may result in the lake levels being higher.

Council decisions are guided by the principles of good decision making under the Local Government Act 2002, including acting reasonably, transparently, and in accordance with the principles of good decision making. In exercising discretion Council’s decision needs to involve the consideration of all relevant matters and be supported by clear reasons. Council officers also note that under the Reserves Act 1977 the power to licence must be exercised for the purpose for which the reserve is classified; in this case “local purpose reserve for the purpose of hut settlement”. As the licences authorise the

continuation of the hut settlement on the reserve, the power to licence is considered to be appropriately exercised.

6. KO TE HĀKAITAKA KI KĀ WHAKAMAHERETAKA A TE KAUNIHERA, KI KĀ RAUTAKI, KI KĀ KAUPAPA HERE ME KĀ TUKAKA TŪTOHU | ALIGNMENT WITH COUNCIL PLANS, STRATEGY, POLICY AND REGULATORY/COMPLIANCE OBLIGATIONS

Waikirikiri Ki Tua/Future Selwyn

The following aspects of [Waikirikiri Ki Tua/Future Selwyn](#) have been identified as relevant to this issue, proposal/decision/activity/project, and inform both the outcomes of the project as well as the way the project develops:

Outcome and/or Direction	Relevance
IC-1	Honour Te Tiriti and strengthen our partnership with Mana Whenua
IC-3	Focus our efforts on communities and areas that experience the greatest inequalities
ResC-4	Reduce risks faced by communities from natural hazards and the impacts of climate change
HW-4	HW-3 Protect and enhance Te Waihora and all tributaries
LLCT-5	Promote quality housing
LLCT-7	Strengthen the resilience of towns to natural hazards and climate change
LLCT-8	Focus and incentivise growth in areas free from significant risks from natural hazards
QI-6	Prioritise investments in infrastructure that deliver on multiple outcomes over generations

7. HE TAUĀKĪ AROTAKE/WHAI HIRAKA | SIGNIFICANCE ASSESSMENT /COMPLIANCE STATEMENT

In respect of the District as a whole the decisions and matters of this report are assessed as being of Medium significance, in accordance with the Council's Significance and Engagement Policy, however officers acknowledge the importance of the matters set out in this report to the USH community.

8. KĀ KŌRERO A TE HUKA KUA PĀTAHI KI KĀ WHAKATAU | VIEWS OF THOSE AFFECTED / CONSULTATION

In making a decision the Council needs to know enough about and give adequate consideration to the views and preferences of affected and interested parties. The degree to which Council seeks views of affected and interested parties will be proportionate to the significance of the decision or issue being considered.

Views of those affected and consultation

Public consultation was carried out from 9 am Monday 16 June to 5 pm Monday 21 July 2025. The consultation period was five weeks, to reflect the significance of the consultation for the USH community. As the USH community was identified as the most affected, they were directly engaged with and encouraged to make submissions. Further detail about the consultation is in the deliberations report, attached as Appendix A.

Māori and Treaty Implications

Te Taumutu Rūnanga, has submitted on the consultation proposal, reinforcing its role as kaitiaki of Te Waihora and its surrounding landscape. Te Taumutu Rūnanga's submission advocates for licensing decisions that reflect the shared environmental challenges facing Te Waihora.

Central to their position is the need for a co-governed approach that upholds the vision to determining the appropriate future of the lake, making specific reference to the Joint Management Plan (2005). Te Taumutu Rūnanga emphasises the importance of integrating mātauranga, scientific research, and operational data to guide future decisions, particularly regarding lake level management and climate resilience.

Resiliency and Sustainability Considerations

The USH is located near Te Waihora | Lake Ellesmere. USH area is unique as it has five different sources of water: the lake, the sea, the river, the ground water and rainfall. All five

of these contribute to the water levels at the lake and any potential flooding at or near USH.

In 2024 Council commissioned a climate impact assessment report to review modelling for sea level rise, lake flooding and ground water modelling. Results from modelling in these reports projected that by 2050 the area around USH may be vulnerable to flooding including the only access to USH through Days Road. USH itself being on higher ground may not flood, but access to and the area surrounding USH would be in flood. The report projected that by 2100 USH itself would be vulnerable to flooding from sea level rise and high lake levels, compounded by ground water levels.

The report also emphasised that future climate projections are inherently uncertain and that the predictions in the report should be treated as approximate and that it was important to acknowledge the inherent uncertainties and associated limitations of predictions of this nature.

Flooding events, and climate change are inherently uncertain. Council does not know when a flood event will occur, however it is projected that an event will occur at some stage over the next century. Council does not have enough information to predict a flooding event because there are many variables to consider in this area, however with a particular combination of conditions, the flood event could be detrimental to the community, at which point managed retreat will need to be a significant consideration, if not earlier, due to the risk of serious harm or injury to the residents, and risk of liability for Council.

9. KĀ HĪRAUKA Ā PŪTEA | FUNDING IMPLICATIONS

Funding implications are identified in the appendices to report (or are to be consulted on as Annual Plan 2026/27).

10. KĀ HĪRAUKA TŪRARU | RISK IMPLICATIONS

Relevant risks have been identified in the body of the report.

11. HĪRAUKA Ā-TURE/Ā-KAUPAPA HERE | LEGAL/POLICY IMPLICATIONS

Relevant legal obligations including legislation has been identified in the body of this report.

12. APPENDICIES

- a) **Appendix A – the Upper Selwyn Huts deliberation report.** As the report and its appendices are over 700 pages long, Council officers have provided a link to this appendix: [AGENDA-USH-Deliberations-21-August.pdf](#)
- b) **Appendix B – working draft DOL.** In the deliberations, the deliberations panel requested a draft DOL to be provided as part of the report. Council officers note the working draft:
- is indicative only and is not the final DOL for USH.
 - gives an indication of what the DOL could look like, but councillors should expect that there will be changes to this draft.
 - There will be further engagement with USH licence holders and councillors on a proposed final draft DOL
 - will be confirmed following consultation on the annual plan in 2026, at which time the licence fee will also be confirmed.

Endorsed for Agenda



Denise Kidd
**EXECUTIVE DIRECTOR COMMUNITY
SERVICES AND FACILITIES**



Sharon Mason
CHIEF EXECUTIVE

Draft for information only: The terms set out in this Deed are subject to consultation on fees as part of Annual Plan 2026/27 and approval by Council following that consultation

Dated

2025]

DEED OF LICENCE

Upper Selwyn Huts

**SELWYN DISTRICT COUNCIL
(Licensor)**

**THE PERSON(S) NAMED IN SCHEDULE 1 OF
THIS LICENCE
(Licensee)**

Draft for information only: The terms set out in this Deed are subject to consultation on fees as part of Annual Plan 2026/27 and approval by Council following that consultation

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DATED**2025****PARTIES**

1. **SELWYN DISTRICT COUNCIL (Licensor)**
2. **THE PERSON(S) NAMED IN SCHEDULE 1 (Licensee)**

BACKGROUND

- A. The Licensor administers the Reserve.
- B. The Licensor wishes to grant, and the Licensee wishes to accept, a licence to occupy the Lot on the Reserve subject to the terms and conditions of this Licence.

TERMS AND CONDITIONS**1. DEFINITIONS AND INTERPRETATION**

1.1 **Definitions:** In this Licence, unless the context otherwise requires:

- (a) **Commencement Date** means the date specified in Schedule 1;
- (b) **Default Interest Rate** means the interest rate specified in Schedule 1;
- (c) **Final Expiry Date** means the date specified in Schedule 1;
- (d) **Force Majeure Event** means an event or circumstance beyond the reasonable control of a party, including:
 - (i) fire, flood, explosion, earthquake, storm or other natural disaster;
 - (ii) civil commotion, hostilities (whether war is declared or not), sabotage, an act of terrorism, chemical or biological contamination; or
 - (iii) the imposition of any government sanction;
- (e) **GST** means goods and services tax under the Goods and Services Tax Act 1985;
- (f) **HSW Act** means the Health and Safety at Work Act 2015;
- (g) **Law** includes all statutes, bylaws, regulations, orders, district and regional plans, other subordinate legislation of any type, and all common law, in force in New Zealand;
- (h) **Licence** means this deed of licence;
- (i) **Licence Fee Instalments** means the instalments specified in Schedule 1;
- (j) **Licence Fee** means the amount specified in Schedule 1 and includes any variation in that amount following a Licence Fee Review;
- (k) **Licence Fee Payment Dates** means the dates specified in Schedule 1;
- (l) **Licence Fee Review** means a review of the Licence Fee determined in accordance with clause 4 of this Licence;
- (m) **Licence Fee Review Date** means the date specified in Schedule 1;
- (n) **Lot** means the lot on the Reserve described in Schedule 1;

- (o) **Other Charges** means the charges listed in clause [3.3](#);
- (p) **Reserve** means Sections 1 and 2 Survey Office Plan 457605 being approximately 3.4 hectares in area together with any adjoining land owned or administered by the Licensor for the same purposes as the Reserve or for recreational purposes;
- (q) **Term** means the period of time specified in Schedule 1;
- (r) **Wastewater Connection Contribution Payment** means 30% of the cost of the development and construction of the wastewater pipeline being the amount specified in Schedule 1; and
- (s) **Working Day** means a *working day* as defined by the Local Government Act 2002.

1.2 **Interpretation:** In this Licence, unless the context otherwise requires:

- (a) all figures are exclusive of GST unless otherwise stated;
- (b) a reference to a party is a reference to a party to this Licence and includes that party's successors;
- (c) schedules and annexures form part of this Licence and have effect accordingly;
- (d) a provision of this Licence to be performed by two or more persons binds those persons jointly and severally;
- (e) words in a singular number include the plural and vice versa;
- (f) words importing a gender include all other genders;
- (g) any reference to any Law includes any Law which amends or replaces it, as well as any subordinate Law made under it;
- (h) where the Licensor's consent or approval is expressly required under a provision of this Licence, the Licensee must seek the consent or approval of the Licensor for each separate occasion it is required notwithstanding that the Licensor has granted consent or approval for a like purpose on a prior occasion; and
- (i) the word *including* and other similar words in this Licence do not imply any limitation.

2. GRANT OF LICENCE

- 2.1 **Grant:** Under section 168 of the Reserves and other Land Disposal and Public Bodies Empowering Act 1924, the Licensor grants, and the Licensee accepts, a licence to occupy the Lot subject to the terms and conditions contained in this Licence.
- 2.2 **Term:** The Licence commences on the Commencement Date and continues for the Term unless terminated early in accordance with the terms of this Licence.
- 2.3 **Consultation on future licence:** Subject to the Licensee's compliance with the terms of this Licence, the Licensor will commence consultation with the Licensee at least 10 years prior to the end of the Term on the terms of a new deed of licence.

3. PAYMENTS

- 3.1 **Licence Fee:** The Licensee must pay the Licence Fee to the Licensor in advance in the Licence Fee Instalments on the Licence Fee Payment Dates during the Term (and any Renewed Term) of this Licence.
- 3.2 **Wastewater Connection Contribution Payment:** In addition to the Licence Fee and any other charges or payments required to be made under this Licence, the Licensee must pay the Licensee's Wastewater Connection Contribution Payment quarterly on each Licence Fee Payment Date during the Term (and any Renewed Term) of this Licence.
- 3.3 **Other Charges:** In addition to the Licence Fee, the Wastewater Connection Contribution Payment and any other charges or payments required to be made under this Licence the Licensee must pay:
- (a) all rates, levies, taxes, duties, assessments, charges and other outgoings which may be charged, levied or reasonably assessed or which may become payable by virtue of the Licensee's occupation of the Lot; and
 - (b) all costs in relation to the supply/disposal of water, sewage, drainage and rubbish which are reasonably attributable to the Licensee's occupation of the Lot and are not otherwise included in any charges or assessments made by any authority or by the Licensor,
- on or before the 20th day of the month following the date of the relevant invoice for the same.
- 3.4 **Default:** If the Licensee is in default in payment of the Licence Fee, Wastewater Connection Contribution Payment, Other Charges or any other moneys payable under this Licence for a period of 10 Working Days or more after the due date for that payment then the Licensee shall pay on demand:
- (a) interest at the Default Interest Rate on the moneys unpaid from the due date for payment until the date of payment; and
 - (b) any administrative, legal or other costs, charges or expenses incurred by or for which the Licensor becomes liable as a result of the Licensee's breach of the Licence terms.
- 3.5 **No set off:** The Licence Fee, Wastewater Connection Contribution Payment, Other Charges or any other moneys payable under this Licence shall be paid by way of direct debit or by any other manner directed by the Licensor and without any deductions or set-off.
- 3.6 **Utilities:** The Licensee must pay all charges for electric power, water supply, telephone rental and other utilities supplied to the Lot. The Licensor will not be liable for any cost incurred in re-establishing the supply of any of these utilities if any of them become unavailable for any reason.

4. LICENCE FEE REVIEW

- 4.1 **Initiation of review:** The Licensor may review the Licence Fee on the Licence Fee Review Dates in the following manner:
- (a) the Licensor will commence the review not earlier than 3 months before a Licence Fee Review Date and no later than 9 months following the Licence Fee Review Date by giving written notice to the Licensee;

- (b) subject to clause [4.1\(e\)](#), the notice must specify the Licence Fee which the Licensor considers to be the market value for the licence of the Lot as at the Licence Fee Review Date;
 - (c) if, within 20 Working Days of receipt of the Licensor's notice, the Licensee gives written notice to the Licensor that the Licensee disputes the proposed new Licence Fee the new Licence Fee is to be determined in accordance with clause [4.3](#);
 - (d) if the Licensee does not give notice to the Licensor under clause [4.1\(c\)](#) the Licensee will be deemed to have accepted the Licence Fee specified in the Licensor's notice; and
 - (e) notwithstanding clause [4.1\(b\)](#), the new Licence Fee so determined or accepted must not be less than the Licence Fee payable during the year preceding the particular Licence Fee Review Date and will be the Licence Fee payable by the Licensee from the Licence Fee Review Date.
- 4.2 **Interim Licence Fee:** Until determination of the new Licence Fee, the Licence Fee payable by the Licensee from the Licence Fee Review Date is to be the Licence Fee specified in the Licensor's notice. On determination of the new Licence Fee an adjustment is to be made and paid, either by the Licensor or by the Licensee, whichever is applicable.
- 4.3 **Determination of Licence Fee:** Immediately the Licensee gives notice to the Licensor under clause [4.1\(c\)](#), the parties will endeavour to agree on a new Licence Fee. If the parties are unable to reach agreement within 20 Working Days the new Licence Fee is to be determined as follows by registered valuers acting as experts and not as arbitrators as follows:
- (a) each party will appoint a valuer and give written notice of the appointment to the other party within 10 Working Days of the parties agreeing to determine the new Licence Fee by this means;
 - (b) if the party receiving a notice does not appoint a valuer within the 10 Working Days period the valuer appointed by the other party is to determine the new Licence Fee and that valuer's determination will be binding on both parties;
 - (c) before commencing their determination the respective valuers must appoint an umpire who need not be a registered valuer;
 - (d) the valuers are to determine the new Licence Fee which they consider to be the market value for the licence of the Lot as at the Licence Fee Review Date but in no case is the new Licence Fee to be less than the Licence Fee payable during the year preceding the particular Licence Fee Review Date;
 - (e) if the valuers fail to agree, the Licence Fee is to be determined by the umpire and that determination will be binding on both parties;
 - (f) each party is to be given the opportunity to make written or verbal representations or submissions to the valuers or the umpire subject to such reasonable time and other limits as the valuers or the umpire may prescribe;
 - (g) the valuers or the umpire must have regard to any such representations but will not be bound by them; and

- (h) the valuers or umpire must give written notice to the parties once they have determined the new Licence Fee and such notice is to provide how the costs of the determination are to be borne and is to be binding on the parties.

5. BUILDING WORKS

5.1 Structures: The Licensee must:

- (a) not carry out any alterations, additions, or erect a fence or other structure on the Lot without the prior written consent of the Licensor; and
- (b) upon request by the Licensor, submit written building plans and other details to the Licensor for approval before commencing any works.

5.2 Conditions of approval: In giving approval under clause [5.1](#), the Licensor may, in the Licensor's sole and absolute discretion, impose any reasonable terms and conditions as the Licensor considers appropriate.

5.3 Costs of approval: The Licensee must pay all costs (including any cost reasonably incurred by the Licensor) associated with applications for consent and approval to carry out works under this clause.

5.4 Statutory requirements: When undertaking any building works on the Lot, the Licensee must comply with all statutory requirements including obtaining building consents and code compliance certificates as required under the Building Act 2004.

5.5 Removal of improvements: If the Licensee removes any improvements from the Lot the Licensee will, unless the Licensor approves otherwise in writing, repair and make good at the Licensee's own expense all damage which may have been done by the removal and will leave the Lot in a clean and tidy condition. For the avoidance of doubt, this obligation includes (but is not limited to) the obligation to:

- (a) remove any foundations on the Lot; and
- (b) cap any in ground services appropriately.

5.6 Licensor may reinstate: Should the Licensee fail to comply with its obligations under clause [5.5](#), the Licensor may undertake whatever works and operations are necessary to effect the same and all costs and expenses incurred in doing so shall be payable by the Licensee to the Licensor upon demand.

6. EXISTING HUT AND STRUCTURES

6.1 Maintenance: The Licensee shall maintain the existing hut and any improvements on the Lot together with any fences, gates or other structures now existing or which may be erected on the Lot in good order and repair, in a neat, tidy, and sanitary condition and compliant in all respects with the Building Code and any bylaw, policy or otherwise of the Licensor, to the reasonable satisfaction of the Licensor.

6.2 Inspection: Subject to the Licensor providing to the Licensee reasonable notice, the Licensor and the Licensor's employees and agents may, at all reasonable times, enter the Lot to view its condition and the condition of the hut and any improvements on the Lot.

7. LICENSEE'S FURTHER OBLIGATIONS

- 7.1 Pest control:** The Licensee must at the Licensee's expense take all steps necessary to control any pest, insect or rodent infestation occurring in or emanating from the Lot, and if required by the Licensor, engage a pest exterminator approved by the Licensor.
- 7.2 Use of Lot:** No business may be operated from the Lot without the Licensor's prior written consent which may be:
- (a) withheld; or
 - (b) granted subject to conditions,
- at the Licensor's sole discretion.
- 7.3 Dogs:** The keeping of dogs on the Lot is subject to the Selwyn District Dog Control Bylaw (as amended from time to time).
- 7.4 Invitees:** The Licensee must ensure that neither it nor its invitees do not carry out any acts prohibited under this Licence.
- 7.5 Protection of the environment:** Except as approved in writing by the Licensor, the Licensee will not, whether by act or omission:
- (a) interfere with, remove, damage, or endanger the natural features, animals, plants, or historic resources on the Reserve;
 - (b) deposit on the Reserve debris, rubbish or other dangerous or unsightly matter, or contaminate the Reserve or any water body in or under the Reserve;
 - (c) pile or store materials in any place on the Reserve where it may obstruct the public or create a nuisance; or
 - (d) conduct any noxious, noisome, dangerous, illegal or offensive activity on the Reserve,
- and generally the Licensee shall utilise its rights under this Licence in a clean, quiet and orderly manner free from damage, nuisance, disturbance or annoyance to any persons.
- 7.6 Disposal of waste:** The Licensee shall dispose of all refuse and recycling material in the receptacles provided or otherwise in accordance with the directions of the Licensor.
- 7.7 Protection from fire:** The Licensee must:
- (a) install and maintain an operational fire / smoke alarm in any hut or other structure on their Lot;
 - (b) use best endeavours to ensure no fire hazards arise from its occupation or use or from any act or neglect of its invitees;
 - (c) not light, or permit to be lit. any fire on the Reserve without the written permission of Fire and Emergency New Zealand; and
 - (d) subject to clause [7.8](#), not store or permit to be stored fuels or other combustible materials on the Reserve unless such storage is:
 - (i) approved in writing by the Licensor.

- (ii) in accordance with the provisions of all Laws including the Hazardous Substances and New Organisms Act 1996.

7.8 **Storage of firewood:** Notwithstanding clause [7.7\(d\)](#), the Licensee may store firewood on the Lot provided that:

- (a) the firewood is stored in a manner to mitigate any fire risk to the Lot and Reserve; and
- (b) if the Licensor determines, in its sole discretion, that the storage of such firewood creates an unacceptable fire risk, it may require the Licensee to immediately remove such firewood.

7.9 **Water, sewer and sanitary:** The Licensee shall:

- (a) keep any lateral pipelines which service the Lot in a state of good order and repair, free of any infiltration and obstructions; and
- (b) ensure that storm water is not discharged from the Lot into the wastewater system.

7.10 **Costs of sewer repair:** The costs of resolving any problems relating to a lateral pipeline shall be:

- (a) shared equally between licence holders where the issue relates to a shared section of lateral pipeline from the common junction to the main pipeline; and
- (b) individually the responsibility of the licence holder where the issue relates to a licence holder's section of lateral pipeline above the common junction.

7.11 **Ownership of water and sewage systems:** All reticulated water and sewage systems servicing the Reserve and the Lot are, and shall remain, the sole and unencumbered property of the Licensor, irrespective of the grant of, or the payment of any amount required under, this Licence.

7.12 **Trees and shrubs:** Any trees, shrubs or hedge plants on the Lot which have the potential to shade adjoining lots shall not be allowed to grow beyond a height of 2.2 metres. The planting of willow, poplar and cabbage trees is strictly prohibited. Any new plantings must be low flammability species only as determined by Fire and Emergency New Zealand from time to time. A list of approved low flammability species can be obtained from Fire and Emergency New Zealand's website ([Flammability of Plant Species | Fire and Emergency New Zealand](#)).

7.13 **Advertising:** The Licensee must not erect or display any signs or advertising on the Lot or Reserve.

7.14 **Legal compliance:** The Licensee shall:

- (a) abide by all relevant statutory and common law obligations of the Licensor;
- (b) not itself do, nor shall it permit or suffer to be done, any act that comprises a breach of such statutory and common law obligations;
- (c) comply with all relevant Law directly or indirectly relating to its use or occupation of the Lot and Reserve including the:
 - (i) relevant District Plan;
 - (ii) Building Act 2004;
 - (iii) Health Act 1956; and

- (iv) Litter Act 1979;
 - (d) hold and maintain all approvals, authorities and consents required to occupy and use the Lot including, where required, any discharge consents; and
 - (e) comply with all requirements of the Licensor, any competent authority and with all Laws applicable to the occupation and use of the Lot, including all bylaws and fire safety requirements.
- 7.15 **Health and Safety:** The Licensee will do all things necessary as the occupier of the Lot to comply with the HSW Act, including but not limited to:
- (a) take all steps reasonably practicable to ensure that any person in or on the Lot or the Reserve is not harmed by any hazard arising in or on the Lot;
 - (b) take all reasonable steps to protect the health and safety of all persons present on the Lot and the Reserve;
 - (c) take all reasonable steps to identify, mark and eliminate any dangers to the public; and
 - (d) notify the Licensor of anything on the Reserve or the surrounding area which may endanger the public or the environment.
- 7.16 **Vehicles, boats and trailers:** The Licensee may not:
- (a) park, or allow to be parked, more than two motor vehicles on the Lot at any time; or
 - (b) sublease or hire motor vehicles, caravans and buses on the Lot.
- 8. TEMPORARY SUSPENSION**
- 8.1 **Suspension:** Without prejudice to any other rights or remedies under this Licence, the Licensor may temporarily suspend this Licence if, in the reasonable opinion of the Licensor:
- (a) there is a risk to public safety or the safety of the Licensee or any other licence holders whether arising from natural events such as earthquake or flood or whether arising in any other way including the activities of the Licensee or its invitees;
 - (b) there is a serious breach of clauses [5](#), [6](#), or [7](#) such that the hut on the Lot and/or the Lot should not be occupied; or
 - (c) the activities of the Licensee or its invitees in breach of clause [7.5\(d\)](#) unreasonably interfere with the quiet enjoyment of other licence holders on the Reserve.
- 8.2 **Investigation:** The Licensor may suspend this Licence while the Licensor investigates:
- (a) any of the circumstances contemplated in clause [8.1](#); and
 - (b) any potential breach of this Licence by the Licensee or its invitees.
- 8.3 **Effect of suspension:** During any period of temporary suspension under clause [8.1](#):
- (a) the Licensee shall vacate the Lot and not re-enter the Lot unless and until directed to do so by the Licensor;

- (b) except where the temporary suspension is due to acts or omissions of the Licensee or its invitees, the Licence Fee payable by the Licensee is to abate in fair proportion to the loss of use by the Licensee; and
- (c) the Wastewater Connection Contribution Payment and Other Charges shall in all cases continue to be payable unless and to the extent the Licensor decides otherwise in its reasonable discretion.

8.4 **Exclusion of liability:** The Licensor is not to be liable to the Licensee for any loss sustained by the Licensee by reason of the suspension of the Licence under this clause [8](#).

9. CONSENT TO OCCUPATION OR TRANSFER

9.1 **Consent requirements:** The Licensee may not to transfer, sublicense, rent or hire out, assign, mortgage or otherwise dispose of the Licensee's interest under this Licence or any part of it without the prior written consent of the Licensor which consent shall only be available where the Licensor is satisfied in its sole discretion that:

- (a) the Licensee and the hut and any other improvements on the Lot comply in all respects with the terms of this Licence;
- (b) the number of persons occupying the Lot will remain appropriate;
- (c) the transferee or assignee provides evidence to the reasonable satisfaction of the Licensor that:
 - (i) they can comply with all obligations of the Licensee under this Licence; and
 - (ii) they are not an Overseas Person within the meaning of the Overseas Investment Act 2005; and
- (d) the transferee or assignee has entered into a document required by the Licensor under which it acknowledges and agrees to be bound by all obligations of the Licensee under this Licence.

9.2 **Consent fee:** The Licensee must pay any consent fee prescribed by the Licensor and any costs reasonably incurred by the Licensor in relation to any approval or consent under this clause [9](#).

10. TERMINATION

10.1 **Damage or destruction:** If the hut or any portion of the hut on the Lot is destroyed or so damaged that the hut cannot be used, then either party may terminate this Licence by twenty (20) Working Days written notice to the other party. Any termination of this licence under this clause will not affect the parties' respective rights, obligations and liabilities which subsist or have accrued on the date of termination under this clause.

10.2 **Termination at the Licensee's option:** The Licensee may by 20 Working Days' written notice cancel this Licence.

10.3 **Licensor termination:** If:

- (a) the Licence Fee, Wastewater Connection Contribution Payment or Other Charges are unpaid and remain unpaid for 10 Working Days after service on the Licensee of a written notice in respect of such arrears; or

- (b) the Licensee has not complied with the Licensee's obligations in this Licence after service on the Licensee of a written notice specifying the default and requiring the default to be remedied within a period which the Licensor considers to be reasonable in the circumstances;

then the Licensor may by notice in writing cancel this Licence and re-enter the Lot. The Term shall terminate upon such cancellation but without prejudice to the rights of either party against the other which may have accrued at the date of such cancellation.

11. LICENSOR MAY REMEDY LICENSEE'S DEFAULT

- 11.1 **Licensor may remedy:** The Licensor may elect to remedy at any time without notice any default by the Licensee under this Licence at the Licensee's cost provided that where it is able and safe to do so in the circumstances, the Licensor shall first endeavour to give the Licensee notice of such election.
- 11.2 **Costs:** The Licensee must pay to the Licensor forthwith on demand all reasonable costs and expenses incurred by the Licensor, including legal costs and expenses as between solicitor and client, in remedying such default.

12. INDEMNITY

The Licensee will indemnify and keep indemnified the Licensor against all claims made by any person in respect of any injury, loss, or damage, including fire, caused or suffered as a result of or arising out of any acts or omissions of the Licensee or its invitees or otherwise caused as a consequence of its occupation of the Lot.

13. FORCE MAJEURE

- 13.1 **No liability:** Without prejudice to the parties' rights and obligations to make payment under this Licence, neither party will be liable to the other party for its inability to perform, or delay in performing, any obligations under this Licence caused by a Force Majeure Event.
- 13.2 **Notice:** If a Force Majeure Event occurs, the party delayed or unable to perform its obligations under this Licence must:
 - (a) give prompt notice to the other party of the nature of the Force Majeure Event and its best estimate as to the likely period of the Force Majeure Event; and
 - (b) use reasonable endeavours to resume performance of its obligations under this Licence, to the extent possible, as soon as practicable after the cessation of the situation.
- 13.3 **Termination:** If the Force Majeure Event continues for a period 12 months, during which time the Licensee is unable to occupy the Lot because of or in connection with the Force Majeure Event then the Licensor may by notice in writing terminate this Licence.

14. EXPIRY OF LICENCE

- 14.1 **Make good:** At the expiry or termination of the Term, the Licensee must:
 - (a) remove the hut and any improvements remaining on the Lot;

- (b) repair and make good all damage which may have been done by the removal; and
 - (c) leave the Lot in a clean and tidy condition,
- at the Licensee's cost.

14.2 Title in improvements: Any hut and improvements remaining on the Lot at the expiry or termination of this Licence will be deemed to be fixtures and property in them will vest absolutely in the Licensor and the Licensor will not be liable to pay compensation to the Licensee for the hut and improvements.

14.3 Licensor may undertake works: Where the Licensee fails to comply with the requirements set out in clause [14.1](#) within 20 Working Days of the expiry or termination of the Term, the Licensor may undertake whatever works and operations are necessary to effect the same and all costs and expenses in doing so shall be payable by the Licensee to the Licensor upon demand.

14.4 Survival: Following expiry or termination of this Licence, clauses [12](#) and [13](#) together with other provisions that are by their nature intended to survive, will remain in effect.

15. NO WARRANTY BY LICENSOR AND OWN RISK

15.1 No warranty: The Licensor does not warrant that the Lot is or will remain suitable or adequate for the Licensee's purposes. All warranties as to suitability and adequacy implied by law are expressly excluded to the full extent permitted by law. The Licensee acknowledges that it has not relied on any statement or representation by the Licensor.

15.2 Flooding: The Licensee enters into this Licence on the understanding that because of its proximity to Te Waihora (Lake Ellesmere), the Reserve and the Lot may be subject to flooding from time to time.

15.3 Own risk: The Licensee acknowledges and accepts all risks and occupies the Lot at their own risk. The Licensor expressly excludes to the greatest extent permissible by Law all liability, for any loss, damage or injury of any kind caused howsoever in relation to the occupation and use of the Reserve or the Lot by the Licensee or their invitees.

16. DISPUTE RESOLUTION

16.1 Notice of dispute: If there is a dispute between the parties in relation to this Licence, either party may give the other party notice specifying the matter in dispute.

16.2 Good Faith: Within 10 Working Days of receipt of the notice of dispute, each party must nominate one person who will have authority to settle the dispute. The nominated persons must try in good faith to resolve the dispute within 20 Working Days of their nomination.

16.3 Mediation: If the dispute is not resolved within 30 Working Days of receipt of the notice of dispute, either party may by notice to the other party refer the dispute to mediation. The mediation will be in Christchurch and conducted under the Arbitrators' and Mediators' Institute of New Zealand Incorporated (**AMINZ**) standard mediation protocol. If the parties do not agree on a mediator or the mediator's fees within 5 Working Days of receipt of the notice of mediation, the mediator shall be appointed or the fees set by the President of AMINZ (or his/her nominee) at the request of either party.

16.4 **Performance of obligations:** While any dispute remains unresolved each party shall continue to perform this Licence to the extent practicable, but without prejudice to their respective rights and remedies.

16.5 **Urgent relief:** Nothing in this clause [16](#) will preclude:

- (a) a party from seeking urgent interlocutory relief before a court; or
- (b) the Licensor from:
 - (i) taking proceedings for the recovery of any Licence Fee, Wastewater Connection Contribution Payment, Other Charges or other monies payable under this Licence which remain unpaid; or
 - (ii) exercising its rights and remedies under clauses [8](#), [10](#), [11](#) or [13](#).

17. NOTICES

17.1 **Notice requirements:** All notices including requests, demands and other communications under this Licence, to be given by a party to any other party must be in writing and:

- (a) signed by the party itself or on its behalf by its solicitor or (in the case of the Licensor) another authorised person; and
- (b) given or served:
 - (i) in the manner provided in the Property Law Act 2007 where that Act applies; or
 - (ii) in all other cases, by personal delivery, receipted courier pack or email to the recipient's address for service or as otherwise directed by the relevant party, or (in the case of a notice from the Licensor to the Licensee) by being prominently affixed to the hut or other structure or vehicle on the Lot.

17.2 **Service:** Any notices under clause [17.1\(b\)\(ii\)](#) will be deemed given, served and received:

- (a) when personally delivered or affixed; or
- (b) in the case of email, when acknowledged by the addressee except that return emails generated automatically shall not constitute an acknowledgement.

17.3 **Addresses:** Unless and until changed under this clause, the address for service for the Licensee is as set out in Schedule 1. The Licensor's address for service is:

Selwyn District Council
2 Norman Kirk Drive
Rolleston 7614

A party may, by written notice to the other, change its address for service.

18. OTHER MATTERS

18.1 **Costs:** The Licensee must pay on demand all costs and fees (including Council staff and contractor's costs, solicitors' costs on a solicitor/client basis and/or the fees of debt collecting agencies engaged by the Licensor) arising out of and associated with steps taken by the Licensor:

- (a) to enforce or attempt to enforce the Licensor's rights and powers under this Licence; and/or
 - (b) to recover outstanding money owed to the Licensor under this Licence.
- 18.2 **No waiver:** No failure by a party to exercise, or delay in exercising (in whole or in part) any right, power or remedy under, or in connection with, this Licence shall not operate as a waiver of that right, power or remedy. A waiver of any breach of any provision of this Licence shall not be effective unless that waiver is in writing and signed by the party against whom that waiver is claimed. A waiver of any breach shall not be, or be deemed to be, a waiver of any other or subsequent breach.
- 18.3 **Severability:** Any illegality, or invalidity or unenforceability of any provision in this Licence is not to affect the legality, validity or enforceability of any other provisions.
- 18.4 **Entire agreement:** Except as provided by Law, this Licence and any written variation agreed by the parties contain the entire understanding between the parties with reference to the subject matter of this Licence and there is no other agreement, representation or warranty whether it is expressed or implied which in any way extends, defines or otherwise relates to the provisions of this Licence.
- 18.5 **Licensor acting as territorial authority:** The Licensee acknowledges that:
- (a) the Licensor, in its capacity as territorial authority, is required to carry out its statutory consent functions under the Reserves Act 1977, Resource Management Act 1991, the Building Act 2004 and the Conservation Act 1987 in accordance with the provisions of those and other Laws;
 - (b) the granting by the Licensor of any consent or approval by the Licensor in its capacity as territorial authority under those Acts or any other Laws, will not of itself be deemed to be a consent or approval by the Licensor under this Licence; and
 - (c) the Licensor is bound by statutory obligations to exercise its powers, including discretionary powers and duties under those Acts or any other Laws without regard to any relationship it may have with the Licensee under this Licence.
- 18.6 **Not registrable:** The Licensee acknowledges and agrees that this Licence is not registrable. The Licensee must not require registration of this Licence.
- 18.7 **No caveat:** The Licensee must not register or cause to be registered a caveat over the title(s) to the Reserve relating to the Licensee's interest under this Licence.

EXECUTION

[Signature blocks to be inserted]

SCHEDULE 1 – LICENCE DETAILS

Item	Details
Licensee's full name(s)	
Lot number	
Commencement Date	
Term	[30 years] commencing on the Commencement Date
Final Expiry Date	
Licence Fee (subject to review in accordance with clause 4)	(plus GST) ((inclusive of GST)) per annum payable in four instalments quarterly in advance payable on each Licence Fee Payment Date.
Licence Fee Payment Dates	1 July, 1 October, 1 January and 1 April in each year of the Term including any Renewed Term.
Licence Fee Review Dates	Annually on the first day of July during the Term and any Renewed Terms.
Wastewater Connection Contribution Payment	(plus GST) ((inclusive of GST)) per annum payable in four instalments quarterly in advance payable on each Licence Fee Payment Date.
Default Interest Rate	10% per annum
Licensee's Address for Notices	

SCHEDULE 2 – WHO TO CONTACT AND WHERE TO GO FOR HELP

The purpose of this Schedule is to provide all residents of the Reserve with guidance on where they may be able to seek help for specific matters, if needed. The list below is a non-exhaustive list and is intended to be of a guidance nature only and should not substitute a Resident seeking specialist advice.

IF IT IS AN EMERGENCY – DIAL 111

MATTER	WHO TO CONTACT
Non urgent Police matters	Call: 105 Report online at www.police.govt.nz/use-105
No urgent medical matters	Call your Doctor or Phone Healthline for free advice on 0800 611 116
Mental Health Helplines	<p>There are several helplines that you can call:</p> <p>1737, need to talk?</p> <p>If you feel anxious, down, a bit overwhelmed, or just need someone to talk to, call or txt 24 hours a day, 7 days a week. 1737 is staffed by a team of paid counsellors who can talk to you if you have mental health or addiction problems.</p> <ul style="list-style-type: none"> • Call: 0800 1737 1737 • Text: 1737 • 1737 — Need to Talk?(external link)^ <p>Depression helpline</p> <p>The Depression Helpline is a free helpline that you can call or txt 24 hours a day, 7 days a week. It has trained counsellors who can talk you through your problems and suggest help in your area.</p> <ul style="list-style-type: none"> • Depression helpline(external link)^ • Call: 0800 111 757 • Text: 4202 <p>Youthline</p> <p>Any young person in New Zealand, or anyone supporting a young person, can call Youthline for help 24 hours a day, 7 days a week. You can txt between 8am and midnight. You can chat online with a counsellor from 5pm to 9pm through the Youthline website. You can also email any time.</p> <ul style="list-style-type: none"> • Youthline(external link)^ • Call: 0800 376 633 • Text: 234 <p>The Lowdown</p>

	<p>The Lowdown team are an experienced group of counsellors. They are available 24 hours a day, 7 days a week. You can contact them any time by txt or by email from their website.</p> <ul style="list-style-type: none"> • The Lowdown(external link) • Text: 5626 <p>General alcohol drug helpline</p> <ul style="list-style-type: none"> • Alcohol drug helpline(external link) • Call: 0800 787 797 • Text: 868
Ombudsman New Zealand	<p>Call: 0800 802 602</p> <p>Email: info@ombudsman.parliament.nz</p>
Hut Licence Fee enquiries	Email: accounts.receivables@selwyn.govt.nz
Rates Enquiries	Email: revenue@selwyn.govt.nz
Reserve Maintenance / Public Toilets	reserves@selwyn.govt.nz or contactus@selwyn.govt.nz
Compliance (Vehicles / parking)	parking@selwyn.govt.nz
Compliance (Building)	Building.compliance@selwyn.govt.nz
Building Enquiries (General)	Building.technical@selwyn.govt.nz
Water / Wastewater / Stormwater (Repairs and Maintenance)	Water.services@selwyn.govt.nz
Noise Control	Call: 0800 SELWYN (735 996)
Stopbank / River Issues	<p>Environment Canterbury</p> <p>Call: 0800 324 636</p> <p>Email: ecinfo@ecan.govt.nz</p>
Dogs (noting that dogs are prohibited on the Reserve)	Selwyn District Council - Dogs
Health & Safety notifications	<p>If there is any immediate danger to a person please dial 111. Please advise any other health and safety concerns to wayne.stack@selwyn.govt.nz.</p>

SCHEDULE 3 - PLAN

For information only

COUNCIL PUBLIC REPORT

TO: Council

FOR: 17 September 2025

FROM: Tim Mason – Executive Director Infrastructure and Property

DATE: 10 September 2025

SUBJECT: **LOCAL WATER DONE WELL – APPROVAL OF STATEMENT OF EXPECTATIONS FOR SELWYN WATER LIMITED**

KUPU TŪTOHU | RECOMMENDATION

‘That Council

- a) **Approves** the Statement of Expectations for Selwyn Water Limited in the final form appended to this paper;
- b) **Directs** Officers to issue the Statement of Expectation to Selwyn Water Limited.’

1. KAUPAPA WHAITAKE | PURPOSE

The purpose of this report is to seek Council approval of the revised draft Statement of Expectations (**SOE**) that has been prepared by Selwyn District Council (**Council**) for Selwyn Water Limited (**Selwyn Water**). The SOE proposed for approval is attached to this report. After the draft SOE is approved, the next steps are that it is provided to Selwyn Water for comment, with the Council to then issue the SOE in its final form.

2. TĀHUHU KŌRERO | HISTORY/BACKGROUND

On 2 April 2025 Council decided to create a new water services council-controlled organisation that will assume responsibility for Selwyn district’s drinking water and wastewater service delivery (the **WSCCO**). Council decided at that meeting to continue in-house delivery for stormwater services.

Selwyn Water was established 1 July 2025 for the purpose of assuming responsibility for the delivery of drinking water and wastewater services within the Selwyn District. It is required to do so in accordance with the objectives in section 15 of the Local Government (Water Services) Act 2025 (The Act).

A specific requirement of The Act for water organisations is that they are issued with a SOE by their shareholders. In terms of timing, the Council (as shareholder) is required to issue Selwyn Water with a SOE not later than 6 months from establishment, with Selwyn Water is then required to prepare its first Water Services Strategy (WSS) not later than 6 months after receipt of the SOE.

The SOE sets out Council's expectations of Selwyn Water and is used to inform and guide the decisions and actions of Selwyn Water over a 10-year period, including the preparation of its WSS. The SOE is required to include certain mandatory content, as set out in section 227 of the Act.

An initial draft SOE was presented at a Council briefing on 7 May 2025 and further workshopped with Council on 30 July 2025. A revised draft, including comment from Selwyn Water, was presented at a further Council briefing on 27 August 2025.

Key feedback from the 27 August briefing which was considered as part of preparing the updated draft for approval includes:

- maintaining a balance between ensuring the SOE provides guidance for SWL as opposed to detailed direction.
- specific points, including:
 - Incorporating additional expectations re affordability and environmental effects management;
 - Incorporating an additional expectation that SWL aligns with SDCs stormwater service delivery, to achieve integration and efficiency, where possible;
 - Clarifying the matters to be included in the half-yearly report, which largely reflect the content of the annual report and other matters which will be included in the WSS;
 - Amendments to the key stakeholder section, including further focus on the importance of building relationships with Mana Whenua;
 - Adding specific reference to the One Water Strategy;
 - Capturing more accurately Councils expectations re reporting and advance notice on any compliance issues;
 - Recognising, through the SOE and in a specific section, that the initial focus of SWL is to achieve a successful establishment and transfer of drinking water and wastewater service delivery functions;
 - Recording that there should be Quarterly reporting during the first year of business, with half-yearly beyond that point;
 - Including recognition that there may be reform to the development contributions regime, but that in the meantime any DC Policy will seek to recover 100% of SWL's growth costs from Developers;
 - Generally tidying up the drafting of the SOE, including numbering.

As the Local Government (Water Services) Act 2025 was enacted 27 August 2025, all amendments to provisions in the Act have been updated.

TĀPAETAKA KŌRERO | PROPOSAL

The proposal before Council is to approve the updated SOE (copy attached).

As the Council has already made the decision to establish the WSCCO and transfer responsibilities to it by December 2025, Officers do not consider it a reasonably practicable option to not agree to a Statement of Expectation. If a decision was made

to not adopt a SOE, then the Council would be in breach of the timing requirements in the Act and would fail to provide the guidance anticipated by the new legislation.

Another option available to the Council could be to adopt an Interim Statement, but this would need to be replaced by a SOE no later than the end of 2025 to satisfy the requirements of the Act. In the circumstances, officers consider that any Interim Statement would be substantially the same as the SOE attached to this paper.

Next Steps

Once adopted, the SOE will be delivered to SWL, and then Council will be provided with a draft WSS from SWL by no later than 1 March 2026 (as per s236), and) and be given the opportunity to comment on the draft WSS (as per the SWL constitution).

3. KĀ KŌWHIRIKA/KĀ KUPU TŪTOHU | ASSESSMENT OF OPTIONS/RECOMMENDATIONS

Approval of Statement of Expectations (recommended)

Officers recommend that the Statement of Expectations be approved and issued to Selwyn Water so that:

- Council is able to set its expectations of SWL which will then inform and guide the decisions and actions of SWL over a 10-year period, including the preparation of the first WSS within 6 months of receipt of the SOE and ideally by 1 March 2026 in time for adoption in the financial year FY26/27.

The contents of the attached SOE include a section that places focus on Year 1, and the successful establishment and operation of Selwyn Water.

Officers note that there is the potential for a revised SOE to be prepared and delivered to Selwyn Water at any stage between the first WSS and the next WSS, and that a revised SOE might be appropriate after the transitional phase has concluded. However, it is not recommended that changes are made to the SOE before the end of year 1, as this would have no immediate impact on Selwyn Water's WSS, and would instead inform the development of the next SOE (unless Selwyn Water was to amend its WSS earlier than the 3 yearly cycle).

Alternative options (not recommended)

Officers have considered whether there are other options available to elected members. These are limited to the following:

- Delay the approval and issue of the SOE. Depending on the extent of delay, this could impact on Selwyn Water's ability to prepare and adopt a WSS ahead of the start of the next financial year. It should be noted that the planned date for closure of Asset Transfer under a separate agreement is 18 December 2025, at which point Selwyn Water will assume responsibilities for the provision of relevant water services. Assuming responsibilities without Council having set out its expectations, or any interim arrangements, is not anticipated by the Act. In effect, the SOE – by including transitional content – will set out all interim or initial expectations in a manner that aligns with the Act

- Issue an Interim Statement. Given the timing requirements of the Act, this is likely to add further complexity and resource burden to the busy transfer. Also, and in practice, this Interim Statement would be expected to be substantially the same as the current draft SOE. An Interim Statement would still require the production of a formal SOE to guide the production of the WSS, and by no later than the end of 2025.

**4. KO TE HĀKAITAKA KI KĀ WHAKAMAHERETAKA A TE KAUNIHERA, KI KĀ RAUTAKI, KI KĀ KAUPAPA HERE ME KĀ TUKAKA TŪTOHU
ALIGNMENT WITH COUNCIL PLANS, STRATEGY, POLICY AND
REGULATORY/COMPLIANCE OBLIGATIONS**

In 2024, Council formally adopted the *Waiora One Water Strategy*, a collaborative initiative developed in partnership with Te Taumutu Rūnanga, Te Ngāi Tūāhuriri Rūnanga, and representatives from Selwyn District Council. This strategy establishes a shared strategic framework and long-term roadmap for water management across the district, with a core commitment to upholding the mana and mauri of all water over the next 50 years and beyond.

The strategy was intentionally designed to remain relevant regardless of future changes to water governance structures. It provides a guiding document for all entities involved in water management within the catchment. It is anticipated that Selwyn Water will align its approach with the principles and outcomes outlined in the strategy. Council looks forward to working collaboratively with its partners and Selwyn Water to ensure the successful implementation of this vision.

**5. HE TAUĀKĪ AROTAKE/WHAI HIRAKA | SIGNIFICANCE
ASSESSMENT/COMPLIANCE STATEMENT**

The decisions and matters of this specific report are assessed as of low significance in accordance with the Council's Significance and Engagement Policy. However, this report is part of a broader process that was assessed as of High significance.

**6. KĀ KŌRERO A TE HUKA KUA PĀTAHI KI KĀ WHAKATAU | VIEWS OF THOSE
AFFECTED / CONSULTATION**

Consultation has taken place as part of the broader process set out in the Local Water Done Well Delivery Model Report (as recorded in the Extraordinary Council meeting of 2 April 2025, Item 3).

Selwyn Water have provided input to the attached document.

7. KĀ HĪRAUKA Ā PŪTEA | FUNDING IMPLICATIONS

There are no budget considerations with this paper.

8. HĪRAUKA Ā-TURE/Ā-KAUPAPA HERE | LEGAL/POLICY IMPLICATIONS

The provisions of the Local Government (Water Services) Act 2025 prescribe the requirements for a Statement of Expectations. The proposed Statement of Expectations has been prepared and reviewed by Council's legal advisors and complies with the requirements of the new legislation. It also aligns with the decisions already made by Council, and the accepted Water Service Delivery Plan.

A handwritten signature in black ink, appearing to be 'Tim Mason', written in a cursive style.

Tim Mason
Executive Director – Infrastructure and Property



2025

Mr Murray Strong
Chairperson
Selwyn Water Limited

Dear Murray

STATEMENT OF SHAREHOLDER EXPECTATIONS FOR SELWYN WATER LIMITED 2025/2026

1. The Selwyn District Council (**SDC**), as the shareholder of Selwyn Water Limited (**SWL**), is required by section 224 of the Local Government (Water Services) Act 2025 to prepare and adopt a Statement of Expectations (**SOE**).
2. This SOE has been prepared with input from SWL and sets out SDC's expectations of SWL. It is to be used to inform and guide the decisions and actions of SWL over the period between 2026 to 2036, including SWL's preparation of its water services strategy (**WSS**).
3. This SOE also provides guidance and sets out expectations as to how SDC and SWL will work together to achieve strategic alignment, including through regular communication, reporting, and engagement. In addition, it provides guidance as to how SWL should engage with key stakeholders and the community.
4. This SOE was approved by SDC on [insert date] 2025.

Outcomes to be achieved through SWL's delivery of water services

5. SWL's purpose is to deliver drinking water and wastewater services within the Selwyn District. It is to do so in accordance with the objectives in section 17 of the Local Government (Water Services) Act 2025.
6. SWL is to deliver high quality drinking water and wastewater services in a manner that is efficient, safe and reliable, and financially sustainable.
7. SWL will ensure that affordability of water services for the District's residents remains a key focus for all decision-making.
8. It is to focus on delivering such services in a manner that minimises adverse environmental effects as far as is reasonably practicable.
9. SWL is to plan and deliver water services, as well as related infrastructure and assets, in a way that it is resilient, including to climate change and natural hazards, so that security of water services is achieved across the long-term. This should involve strategic asset and infrastructure planning with at least a 30-year timeframe in mind, including planning for necessary upgrades and renewals.
10. While its initial focus is on achieving a successful establishment, SWL is to explore future opportunities to achieve greater efficiency and scale, including through the potential investigation of opportunities to share services or partner with other water service providers. SDC is to be informed of any such opportunities, so that it can provide relevant direction to SWL.

SWL is to deliver water services in a way that aligns with existing SDC policy and urban growth strategies

11. SWL is to ensure that its strategic planning and decision-making is aligned, as far as practicable, with SDC's policy intentions. This is to be achieved by:
- (a) specifically considering and engaging with SDC's long-term plan(s), infrastructure strategy, strategic growth-related plans (including the Greater Christchurch Spatial Plan and Waikirikiri Ki Tua Future Selwyn), the One Water Strategy and the Selwyn District Plan when making decisions about its delivery of water services, and any infrastructure required to support growth;
 - (b) developing its capital investment programme so that it aligns with the intended sequencing of land release across the district, while also being in a position to accommodate some unanticipated or out-of-sequence growth to address unexpected demand;
 - (c) maintaining regular communication with SDC in terms of SDC's stormwater service delivery responsibilities, and aligning the delivery of new infrastructure where possible with SDC to reduce overall costs to ratepayers and consumers;
 - (d) supporting any review or update to any existing SDC policy and planning documents, by providing complete, accurate and timely technical and strategic advice to assist council decision-making and adopting (as far as practicable) a single 'Council family' aligned approach (including as part of any new planning regime as a result of RMA reform);
 - (e) supporting SDC in relation to any advocacy on future relevant Government reform, and not advocating independently (unless authorised by SDC); and
 - (f) supporting and measuring against (where possible) SDC's climate change initiatives and targets.

Information required in half-yearly report

12. SWL's half-yearly report is to include reporting on:
- (a) Key personnel and staff numbers;
 - (b) SWL's activities and performance (financial and operational, including against the performance measures in the Water Services Strategy);
 - (c) SWL's capital programme, including reporting on delivery of capital projects;
 - (d) Compliance, and any other consenting issues;
 - (e) Forecast expenditure, lending and any associated implications for future water charges;
 - (f) Reporting on the benefit of SWL's activities for the Selwyn community, including in relation to job creation, social, environmental (including climate change initiatives) and cultural impact;
 - (g) Health safety and wellbeing and risk reporting;
 - (h) Key stakeholder relationships, including meetings or other engagements; and

- (i) For the first 12 months of operation, progress against transition plan and any challenges or difficulties that need to be escalated to SDC.

Preparation of accountability documents and policies

- 13. SWL will work closely with SDC when developing its significance and engagement policy to ensure that: it draws on SDC's experience with community engagement in the Selwyn District, and it is workable for the District's communities.
- 14. SWL's WSS is to be aligned, as far as practicable, with SDC's own policy intentions, as discussed in clause 11 above.
- 15. SWL will provide reasonable opportunity to SDC to comment on its draft WSS and will consider those comments before adopting its WSS. Where it disagrees with any comments made by SDC, it will seek to discuss those points of disagreement before adopting its WSS.

Working with Selwyn District Council

- 16. SWL will maintain regular contact with SDC to ensure an open and collaborative relationship. This is to involve:
 - (a) Monthly meetings between Chief Executives during the first 12 months of SWL's operation, and bi-monthly meetings thereafter;
 - (b) Quarterly meetings between the SWL Board and SDC until 31 December 2026, and bi-annual meetings thereafter;
 - (c) Early engagement with SDC on key proposed decisions, including with an outline of the proposed approach to any community consultation (or any consultation required by the Local Government (Water Services) Act 2025);
 - (d) Advance notice to SDC before SWL considers making any decision that involves a significant departure from its WSS, or reprioritises the delivery of activities, including advice about how the decision will be consulted on or otherwise regularised (e.g. through an amendment to the WSS);
 - (e) Advance notice (where practicable) to SDC of any actual or potential compliance issues, along with proposed solutions for addressing any compliance issues that will be implemented by SWL; and
 - (f) If it is not possible to provide advance notice in accordance with clause 16(e), SWL will provide immediate notice to SDC of any non-compliance and the reasons for it, as well as identification of the proposed solutions.

Working with mana whenua and key stakeholders

- 17. SWL is to build strong and constructive relationships with mana whenua and all key stakeholders.
- 18. In particular, this will involve developing relationships with:
 - (a) The Selwyn District community, through:
 - (i) a transparent approach to strategic planning;
 - (ii) regular public sharing of information outlining intended activities on SWLs website;

- (iii) open, collaborative consultation that focusses on ensuring that directly affected or interested communities have opportunities to engage directly with SWL (where required); and
 - (iv) providing options for consumers to directly interface with SWL, including for any customer complaints or assets failures; and
 - (v) considering the potential benefit of establishing a community liaison group, and reporting to SDC in the first half yearly report as to whether this is workable;
- (b) Ngai Tahu, and local Runanga, to ensure that:
 - (i) iwi values and issues are reflected in SWL's plans and initiatives in accordance with SDC's bicultural strategy—Te Rautaki Tikaka Rua; and
 - (ii) SWL partners with iwi where possible and otherwise supports and continues to build on the existing strong relationship between iwi with SDC.
- (c) Neighbouring local authorities, the development community across Selwyn District, and all other third parties that play a key role in water service delivery.

Other expectations

19. SWL is expected to:

- (a) Generally conduct its business in a manner that:
 - (i) is in accordance with sound business practice, including by ensuring that comprehensive business case development occurs for key or strategic projects;
 - (ii) is in the best interests of current and future consumers within the District; and
 - (iii) satisfies the requirement to be a good employer.
- (b) Manage its operations in accordance with SWL's constitution, and all relevant legislation.
- (c) Maintain strong independence and implement best practice approaches to the governance and operation of its business.
- (d) Observe the practice of 'no surprise' reporting to SDC and maintain a 'no surprises' policy which sees SWL inform SDC in advance of any material or significant events, transactions or other issues that may attract public interest.
- (e) Be open, transparent and accountable, including by complying with the Local Government Official Information and Meetings Act 1987 (**LGOIMA**) and SDC's information disclosure policies (noting information held by SWL as a council-controlled organisation is subject to LGOIMA).
- (f) Ensure health, safety, and staff wellbeing are a top priority and that appropriate policies and structures are in place to support this.
- (g) Ensure appropriate risk management identification and management structures are in place.

Focus during establishment phase

20. For the first financial year of operations from 1 July 2026, SWL is to operate and be governed to achieve the expectations outlined in this SOE. In particular, SWL is expected to:

- (a) build its internal capacity so that it can successfully deliver on its stated purpose and role;
 - (b) develop its working relationship with SDC, mana whenua, relevant regulators and other key stakeholders;
 - (c) undertake its business in a manner that generally aligns with SDCs existing LTP and other policies, until it adopts its first WSS;
 - (d) keep SDC regularly updated as to its performance against its objectives and priorities with prompt reporting to SDC of any difficulties or misalignment;
 - (e) work with SDC and the Local Government Funding Agency (**LGFA**) to prepare to accede to LGFA;
 - (f) develop its funding and financing programme, including determining its required revenue, and work closely with SDC (as agent) to facilitate the required collection and transfer of water charges to support delivery of services by SWL;
 - (g) prepare, with input from SDC, a new development contributions policy and framework (or equivalent, in the event of future reform and the introduction of a development levy regime) for SWL that will facilitate the recovery of 100% of SWL's growth related costs.
21. Up until 31 December 2026, SDC expects SWL to provide quarterly reports that include the same information listed for inclusion in the half-yearly report.

Yours sincerely

Sam Broughton
Mayor

Sharon Mason
Chief Executive Officer

COUNCIL PUBLIC REPORT

TO: Council

FOR: 17 September 2025

FROM: Tim Mason – Executive Director Infrastructure and Property

DATE: 10 September 2025

SUBJECT: **LOCAL WATER DONE WELL – APPROVAL OF TRANSFER AGREEMENT WITH SELWYN WATER LIMITED**

KUPU TŪTOHU | RECOMMENDATION

‘That Council

- a) **Approves** the Transfer Agreement with Selwyn Water Limited in the final form appended to this paper;
- b) **Delegates** to the Chief Executive the power to execute the Transfer Agreement;
- c) **Delegates** to the Chief Executive the power to agree variations to the Schedules and Annexures to the Transfer Agreement to reflect any adjustments that are made in accordance with the Transfer Principles (as that term is defined in the Transfer Agreement);
- d) **Authorises** the Chief Executive to take any actions and sign such documentation necessary to give effect to the transactions contemplated by the above resolutions including the attached Letter of Support; and
- e) **Notes** Officers will report back to Council in November 2025 on any variations to the Schedules which have been agreed by the Chief Executive under resolution c above.’

1. KAUPAPA WHAITAKE | PURPOSE

The purpose of this report is to seek Council approval of the transfer agreement that has been prepared to give effect to the transfer of water service responsibilities, assets, and other matters between Selwyn District Council (**Council**) and Selwyn Water Limited (**Selwyn Water**). The transfer agreement proposed for approval is attached to this report (**Transfer Agreement**).

2. TĀHUHU KŌRERO | HISTORY/BACKGROUND

On 2 April 2025 Council decided to create a new water services council-controlled organisation that will assume responsibility for Selwyn district’s drinking water and wastewater service delivery (the **WSCCO**). Council decided at that meeting to continue in-house delivery for stormwater services.

The intended establishment date for the new WSCCO has been 1 July 2025. This was based, in part, on achieving first mover advantage, to provide assurance for staff who have been through several years of uncertainty under previous water reforms, and to seek alignment with the commencement of a financial year and budget setting.

The 2 April 2025 decision of Council directed a phased transition of drinking water and wastewater services from Council to the WSCCO, with full transfer to be completed on 18 December 2025.

This report follows on from the 27 August 2025 Council briefing on the Transfer Agreement.

For reference, “Bill 3” referred to in previous papers is now the Local Government (Water Services) Act 2025 as of 25 August 2025. Reference to the Act and the Bill are to the same document.

3. TĀPAETAKA KŌRERO | PROPOSAL

The proposal before Council is to approve the Transfer Agreement together with annexures and the Letter of Support to Selwyn Water, as attached.

If approved the transfer of assets outlined in the Transfer Agreement will occur on 18 December 2025.

As the Council has already made the decision to establish the WSCCO and transfer responsibilities to it by 20 December 2025, Officers do not consider it a reasonably practicable option to not agree to a Transfer Agreement. In practice, the only other options available to the Council would be to adopt a modified Transfer Agreement, but there are practical issues and complexities with considering that option.

There is limited risk to Council in approving the Letter of Support, as it simply outlines the general commitment Council makes to practically support Selwyn Water through the transition phase, but carries no firm financial commitments and requires Selwyn Water to undertake all possible mitigations before coming to Council for support.

4. KĀ KŌWHIRIKA/KĀ KUPU TŪTOHU | ASSESSMENT OF OPTIONS/RECOMMENDATIONS

Approval of Transfer Agreement (recommended)

Officers recommend that the Transfer Agreement be entered into on the terms set out below.

The Transfer Agreement records the terms on which:

- the responsibility for providing drinking water and wastewater services will transfer from Council to Selwyn Water;
- assets, obligations and debts relating to these water services will transfer from Council to Selwyn Water;

- Council will provide certain transitional services and other transitional arrangements to Selwyn Water in respect of the transferred obligations;
- Council and Selwyn Water will work together on matters of shared interest following the transfers taking place; and
- Selwyn Water will appoint Council as its agent to collect water charges and related revenue on behalf of Selwyn Water for a period following the transfers taking effect.

Approving the Council's entry into the Transfer Agreement will:

- Align with, and give effect to, decisions already made by Council under the Local Government (Water Services Preliminary Arrangements) Act 2024;
- Align with the implementation plan in the Water Service Delivery Plan adopted by Council, which was accepted by the Secretary of Local Government on 3 July 2025;
- allow Council and Selwyn Water sufficient time to satisfy their respective pre-closing obligations and achieve completion under the Transfer Agreement in December;
- clarify the extent to which any amendments are needed to Council's Long-Term Plan, and allow time to complete those processes prior to transfer;
- enable Selwyn Water to complete the process of obtaining funding from LGFA as a water organisation under the Local Government (Water Services) Act 2025 so that this is in place for closing.

In providing this recommendation, Officers have considered:

- whether Council's land parcels containing drinking water and wastewater infrastructure is of strategic significance and whether ownership in the land should be transferred to Selwyn Water. Some of Council's land parcels, including reserve land, contain drinking water and wastewater infrastructure, but the land on its own is not a strategic asset under Council's Significance and Engagement Policy. Regardless of any strategic significance, Officers recommend that the Transfer Agreement does not provide for the transfer of ownership of any Council land. Officers' instead recommend that Council grant a licence in favour of Selwyn Water over certain land (in the form set out in a schedule to the Transfer Agreement) to enable Selwyn Water to enter and carry out work on such land in its capacity as a water organisation under the Local Government (Water Services) Act 2025.
- the risk in not identifying all of the relevant assets and obligations that are intended to transfer to Selwyn Water prior to or following closing in December. To address this risk, the Transfer Agreement introduces "Transfer Principles" for the parties to apply when considering whether certain assets or obligations should be transferred to Selwyn Water. These Transfer Principles will continue to apply following closing under the Transfer Agreement.

Alternative option (not recommended)

Officers have considered whether there are other options available to elected members, but in practice the only option would be to adopt a modified form of Transfer Agreement.

Considering this option could lead to significant practical and legal issues and implications, including:

- depending on the extent of modifications, the approval of a modified Transfer Agreement would potentially be inconsistent with the decisions already made by Council, and the accepted Water Service Delivery Plan, both of which anticipate the execution of a Transfer Agreement by 20 December, and the legal transfer of water service delivery responsibilities;
- if modifications are made, this will require further legal and other resource, from both Council and Selwyn Water, to ensure that the Transfer Agreement is workable and satisfies the legal requirements of the Local Government (Water Services) Act 2025;
- if further review is required, this could create additional time pressure and put at risk the process of obtaining funding from LGFA, and the satisfaction of pre-closing obligations.
- sufficient time to satisfy their respective pre-closing obligations and achieve completion under the Transfer Agreement in December.

For all of the above reasons, and that it has been prepared with expert legal advice, Officers recommend adopting the attached Transfer Agreement.

**5. KO TE HĀKAITAKA KI KĀ WHAKAMAHERETAKA A TE KAUNIHERA, KI KĀ RAUTAKI, KI KĀ KAUPAPA HERE ME KĀ TUKAKA TŪTOHU
ALIGNMENT WITH COUNCIL PLANS, STRATEGY, POLICY AND
REGULATORY/COMPLIANCE OBLIGATIONS**

Strategic alignment has been addressed in previous papers, and the alignment with prior Council decisions is discussed above.

**6. HE TAUĀKĪ AROTAKA/WHAI HIRAKA | SIGNIFICANCE
ASSESSMENT/COMPLIANCE STATEMENT**

The overall subject matter of this report is considered to be of High significance but has already been the subject of consultation, through the earlier decision-making processes progressed by the Council under the Local Government (Water Services Preliminary Arrangements) Act 2024.

The recommendation that is the subject of this report, being to enter into the Transfer Agreement, is considered to be of low-medium significance, given the previous decisions already made by Council.

7. KĀ KŌRERO A TE HUKA KUA PĀTAHI KI KĀ WHAKATAU | VIEWS OF THOSE AFFECTED / CONSULTATION

Consultation has taken place as part of the broader process set out in the Local Water Done Well Delivery Model Report (as recorded in the Extraordinary Council meeting of 2 April 2025, Item 3).

8. KĀ HĪRAUKA Ā PŪTEA | FUNDING IMPLICATIONS

No additional funding implications that Council is aware of.

9. HĪRAUKA Ā-TURE/Ā-KAUPAPA HERE | LEGAL/POLICY IMPLICATIONS HEADING

The provisions of the Local Government (Water Services) Act 2025 prescribe the requirements for a Transfer Agreement. The proposed Transfer Agreement has been prepared by Council's legal advisors and reviewed and confirmed as complying with the requirements of the new legislation. It also aligns with the decisions already made by Council, and the accepted Water Service Delivery Plan.

A handwritten signature in blue ink, appearing to be 'Tim Mason', with a stylized, elongated initial 'T' and a horizontal line extending to the right.

Tim Mason
Executive Director – Infrastructure and Property

TRANSFER AGREEMENT

SELWYN DISTRICT COUNCIL

SELWYN WATER LIMITED

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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

- 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

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 [*number*] fully paid ordinary shares. [*Drafting note: Nominal value of \$1,000 per ordinary share*]

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

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 will 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); **[Note: We are not expecting any releases to be required]**
 - (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

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

- 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

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

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 **Maximum aggregate liability for Claims:** In no event will a party's aggregate total liability for any Claims exceed \$*[insert]*.

9.3 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

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

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

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

- 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

- 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

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

Signature of director/authorised signatory

Name of director/authorised signatory

SCHEDULE 1**NOTICES**
(Clause [13](#))

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

<i>Selwyn Water</i>	
Contact:	Alex Cabrera
Address:	2 Norman Kirk Drive, Rolleston 7614, New Zealand
Email Address:	Alex.Cabrera@selwyn.govt.nz
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**

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

- 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

- 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

- 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

- 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

- 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

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

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

- 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

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

11. GENERAL

- 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				
Monitoring	Lincoln (W) West Belt				
Monitoring	Rollleston (W) Dalwood Cr				
Monitoring	West Melton (W) Cypress				
Sewer Pump Station	Leeston (S) Clausen Ave		2416020735		LOT 72 DP 495706 Local Purpose (utility) Reserve
Sewer Pump Station	Lincoln (S) Liffey Springs		2404002821		LOT 412 DP 504646 Local Purpose (Pump Station) Reserve
Sewer Pump Station	Lincoln (S) Lincolndale		2404002495		LOT 105 DP 364100 LOCAL PURPOSE RESERVE
Sewer Pump Station	Lincoln (S) LLb		2404190465		LOT 1001 DP 535301 Local Purpose (Utilities) Reserve
Sewer Pump Station	Lincoln (S) Oaks Dr		2404254204		LOT 806 DP 523822 Local Purpose (Utilities) Reserve
Sewer Pump Station	Lincoln (S) Verdecos Park		2404318801		LOT 408 DP 558331 Local purpose (Utilities) Reserve
			2404318701		LOT 407 DP 558331 Local purpose (Utilities) Reserve
Sewer Pump Station	Prebbleton (S) Aberdeen		2355206195		Lot 103 DP 389232 - UTILITY RESERVE - PUMP STA
Sewer Pump Station	Prebbleton (S) Centra		2355228995		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 P	412 Springs Road	2355205204	121376	Section 1 Survey Office Plan S15629 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				
Sewer Pump Station	Prebbleton (S) William	James Prebble Drive, Prebbleton	2355228044	124151	LOT 80 DP 544721 Wastewater Pump Station Reserve
Sewer Pump Station	Rollleston (S) Branthwaite				
Sewer Pump Station					
Sewer Pump Station					
Sewer Pump Station					
Water Pump Station					
Water Pump Station					
Water Treatment Plant					

LAND USE	NAME	LOCATION	VALUATION ID	CERTIFICATE OF TITLE	LEGAL DESCRIPTION
Water Treatment Plant					
Water Treatment Plant					
Water Treatment Plant					
Water Treatment Plant	Rolleston (WTP) McLenaghan Rd				
Water Treatment Plant	Springston (WTP) Mather Rd				

SCHEDULE 2

FREEHOLD LAND

LAND USE	NAME	VALUATION ID	CERTIFICATE OF TITLE	LEGAL DESCRIPTION
Monitoring				
Monitoring				
Monitoring				
Monitoring				
Monitoring				
Monitoring				
Monitoring				
Monitoring				
Monitoring				
Sewer Pump Station				
Sewer Pump Station				
Sewer Pump Station				
Sewer Pump Station				

LAND USE	NAME	VALUATION ID	CERTIFICATE OF TITLE	LEGAL DESCRIPTION
Sewer Pump Station				
Sewer Pump Station				
Sewer Pump Station				
Sewer Pump Station				
Sewer Pump Station				
Sewer Pump Station				
Sewer Pump Station				
Sewer Pump Station				
Sewer Treatment Plant				
Sewer Treatment Plant				
Sewer Treatment Plant				
Sewer Treatment Plant				

LAND USE	NAME	VALUATION ID	CERTIFICATE OF TITLE	LEGAL DESCRIPTION
Sewer Treatment Plant				
Water Pump Station				
Water Pump Station				
Water Pump Station				
Water Pump Station				
Water Pump Station				
Water Pump Station				
Water Pump Station				
Water Pump Station				
Water Reservoir				
Water Reservoir				
Water Treatment Plant				
Water Treatment Plant				
Water Reservoir				
Water Treatment Plant				
Water Treatment Plant				

LAND USE	NAME	VALUATION ID	CERTIFICATE OF TITLE	LEGAL DESCRIPTION
Water Treatment Plant				
Water Treatment Plant				
Water Treatment Plant				
Water Treatment Plant				
Water Treatment Plant				
Water Treatment Plant				
Water Treatment Plant				
Water Treatment Plant				

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

- 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

- 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**

Description	Sewerage	Water Supply	Total
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
Total	\$49,818,873.38	\$76,187,110.40	\$126,005,983.78

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

Consent Number	Permit Type	Description
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

Consent Number	Permit Type	Description
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

Consent Number	Permit Type	Description
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.

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

Draft: 3 September 2025

[date]

The Board
Selwyn Water Limited
2 Norman Kirk Drive
Rolleston 7614

For: Murray Strong, Chair

Relationship between Selwyn District Council and Selwyn Water Limited

1. As you will be aware, Selwyn District Council's (**Council**) implementation of the Government's local water done well (**LWDW**) policy has seen it make the decision to establish Selwyn Water Limited (**Selwyn Water**). Selwyn Water is to be a Water Services Council-Controlled Organisation (**WSCCO**), under the Local Government (Water Services) Act 2025 (**Act**), and has been formed for the purpose of taking over the responsibility for delivering drinking water and wastewater services in the Selwyn district.
2. As part of the establishment of Selwyn Water, and the transfer of responsibilities, the Council and Selwyn Water have worked together to agree and enter into a Transfer Agreement which records the terms on which:
 - (a) the responsibility for providing drinking water and wastewater services will transfer from the Council to Selwyn Water;
 - (b) assets, obligations and debts relating to these water services will transfer from the Council to Selwyn Water;
 - (c) the Council will provide certain transitional services to Selwyn Water in respect of the transferred obligations;
 - (d) the Council and Selwyn Water will work together on matters of shared interest; and
 - (e) Selwyn Water will appoint the Council as its agent to collect water charges and related revenue on behalf of Selwyn Water for a period following the transfer taking effect.
3. The form of Transfer Agreement is as contemplated by the Act, and in particular Schedule 2 to the Act. Closing will occur under the Transfer Agreement on [date].

Pre-Closing

4. The Council and Selwyn Water acknowledge that there is still work to be done to identify all of the assets and obligations that are intended to transfer to Selwyn Water under the Transfer Agreement, and that this work will not be complete by the time the parties enter into the Transfer Agreement. This has been expressly contemplated in the Transfer

Agreement, by providing for the schedules to the Transfer Agreement which record specifics of assets and obligations being transferred to be updated prior to Closing.

5. The Council agrees to continue to support Selwyn Water in the period prior to Closing, by providing such information as the Council has and working with Selwyn Water to identify the relevant water services-related assets and obligations, and any issues relating to those assets and obligations, so that Selwyn Water has as complete a view as possible by Closing of what it will be taking a transfer of from the Council.
6. The key outcome for the Council is that Selwyn Water is the “water service provider” under the Act from the date of Closing, for those water services that are to transfer from the Council. The acknowledgement in the Transfer Agreement that there remains work to be done to completely record what will transfer is considered a necessary, and pragmatic, approach, but not one that will undermine the parties’ intentions.

Post-Closing

7. Our expectation is that, with effect from Closing, Selwyn Water will have access to a working capital facility, and other lending facilities through the Local Government Funding Agency (LGFA), which alongside its ability to start charging its customers for the water services it will be providing will enable Selwyn Water to fund its business plan.
8. As contemplated by the Act, Selwyn Water is intended to operate independently from its shareholder, acknowledging that the Council will be providing a guarantee for Selwyn Water’s lending as we anticipate will be required by the LGFA. The Council is therefore not required to provide any additional financial support to Selwyn Water, which would need to be funded from the Council’s rating base (noting it will not be charging residents for any water-related services post-Closing, except as agent on behalf of Selwyn Water).
9. Notwithstanding the above, the Council is writing to document its support for Selwyn Water, and to confirm that the Council will endeavour to provide Selwyn Water with ongoing information and any practical support that Selwyn Water may require in the period post-Closing to facilitate the smooth transition of water service delivery to Selwyn Water. This will be reflected in the Statement of Expectations delivered to Selwyn Water, which highlights that the Council is motivated to ensure that seamless water services are provided to the Selwyn district’s residents and consumers, and that there is no reduction in current levels of service.

Kind regards

Sharon Mason
Chief Executive Officer, Selwyn District Council

**MINUTES OF AN ORDINARY MEETING OF THE
SELWYN DISTRICT COUNCIL
HELD IN THE COUNCIL CHAMBER
ON WEDNESDAY 20 AUGUST 2025 COMMENCING AT 1PM**

PRESENT

Mayor S T Broughton, Councillors L L Gliddon, D Hasson, M B Lyall, S G McInnes, G S F Miller, R H Mugford, E S Mundt & N C Reid and Ms M McKay

IN ATTENDANCE

Mrs S Mason (Chief Executive); Messrs. S Gibling (Executive Director, Strategy, Engagement and Capability); T Mason (Executive Director Infrastructure and Property), M McGrath (Chief Digital Officer), R Love (Executive Director Development and Growth), J Knight (Head of Health, Safety and Wellbeing), G Morgan (Head of Operational Delivery), G Deavoll (Policy Team Leader), R Allen (Head of Acquisitions, Disposals and Leasing), N Koch (Head of Financial Control), B Baird (Strategy Team Leader), R Raymond (Senior Communications Advisor), J Davis (Strategy Planner); Mesdames J Hands (Head of Legal and Risk), V Mitchell (Head of Building), S Carnoutsos (Communications Manager), R Phillips (Commercial Manager- Property and Investments); Ms P Ganda (Senior Communications Advisor), Ms T Davel (Governance Lead) and Mr B Adhikari (Governance Coordinator)

The meeting was livestreamed.

APOLOGIES

An apology was received in respect of Councillor Epiha.

Moved – Mayor Broughton / **Seconded** – Councillor McInnes

‘That the Council receives the apology, as notified.’

CARRIED

IDENTIFICATION OF ANY EXTRAORDINARY BUSINESS

Councillor Hasson noted she had a piece of correspondence from Selwyn Water Limited which she wanted to be discussed in the public excluded session.

Councillor Miller noted the recent reorganisation of the NZ Police and the effects it will have on Lincoln and the wider community. He proposed that the Council write a letter to the Minister of Police and local police management regarding this issue.

CONFLICTS OF INTEREST

None.

UNCONFIRMED Minutes Council 20 August 2025

PUBLIC FORUM

None.

DEPUTATION

None.

PRESENTATION

West Melton School – Charli, Emily, Maia and Regan

The students from the school spoke about problems regarding the grass verge alongside the path outside the school during winter and wet days. They emphasised that at least three buses park along the pathway, which is used by approximately 100 children every day, and the bus stop is used by several services, including the school. They discussed shifting the bus stop, but no alternative location near the school was available. The students requested that the Council replace the grass verge with asphalt.

Councillors asked if the students were open to a permeable surface, as asphalt is harmful to plant roots and contributes to flooding. The students said they were happy with that option.

The students were thanked for their presentation.

CONFIRMATION OF MINUTES

1. Minutes of the ordinary meeting of the Selwyn District Council held in the Council Chamber on Wednesday 23 July 2025.

Councillors requested an update on the status of the letter that had previously been agreed to be written to NZ Transport Agency (Waka Kotahi) regarding state highway speed limits within the Selwyn District. Councillor Gliddon advised that she had already sent a separate letter focusing on feedback from the Malvern community.

It was noted that a letter intended to be submitted on behalf of the Council, incorporating district-wide feedback, has not yet been drafted.

Moved – Councillor Gliddon / **Seconded** – Councillor Lyall

‘That the Council confirms the minutes of the ordinary meeting of the Selwyn District Council held on Wednesday 23 July 2025.’

CARRIED

2. Minutes of the Climate Change and Sustainability Subcommittee held in the Council Chamber on Wednesday 9 July 2025.

Moved – Councillor Gliddon / **Seconded** – Councillor Lyall

‘That the Council confirms the minutes of the Climate Change and Sustainability Subcommittee held on Wednesday 9 July 2025.’

CARRIED

UNCONFIRMED Minutes Council 20 August 2025

3. Minutes of Economic Development Subcommittee held in the Council Chamber on Wednesday 9 July 2025.

Moved – Councillor Gliddon / **Seconded** – Councillor Lyall

‘That the Council confirms the minutes of the Economic Development Subcommittee held on Wednesday 9 July 2025.’

CARRIED

4. Minutes of Housing and Urban Development Subcommittee held in the Council Chamber on Wednesday 14 May 2025.

Moved – Councillor Gliddon / **Seconded** – Councillor Lyall

‘That the Council confirms the minutes of the Housing and Urban Development Subcommittee held on Wednesday 14 May 2025.’

CARRIED

MATTERS REQUIRING ATTENTION

None

REPORTS

1. Mayor
Mayor’s Report

Mayor Broughton spoke to his report and noted that he attended a Rewi Alley Memorial with the Chinese Consulate, commemorating the 80th anniversary of the end of World War II.

Councillors requested more information on the source of funding for the Frank Films profile on Selwyn. Mayor Broughton clarified that Frank Films had approached him to produce the profile, which highlights Selwyn’s growth, and that it was independently funded, possibly through New Zealand On Air.

Councillors also asked why the filming took place in July and was released later that month, particularly during the election cycle. Mayor Broughton clarified that this was at Frank Film’s request and noted that people are free to film and share stories about Selwyn’s growth at any time.

Moved – Mayor Broughton / **Seconded** – Councillor Lyall

‘That Council receives the Mayor’s Report July 2025 for information’

CARRIED

2. REPORT BACK FROM SUBCOMMITTEES

2.1 Malvern Community Board

Malvern Community Board Chair

Deputy Chair Mr John Verry provided an update on the Malvern Community Board in the absence of the Chairperson. He spoke about the Board's community and international engagement, advocacy, and partnerships.

Councillors asked about discussions with other groups regarding the establishment of community boards in other areas of the district, whether any concerns had been raised about paying a targeted rate, and if the targeted rate would change once West Melton moves out of the Malvern ward. Mr Verry clarified that conversations on establishing community boards are still at a strategic and high-level stage, and there has not yet been discussion on how costs would be allocated. In response to the second question, he advised that West Melton's moving out of the Malvern ward may not result in any substantive change to the targeted rate.

Councillors also asked whether the Malvern Community Vehicle Trust was willing to consider weekend trips in its ongoing shuttle trial. Mr Verry responded that the Trust's priority was to get services up and running, and that while the Trust may review the trial and consider future options through its annual general assembly. He further added that the tentative decision is to hold off on weekend services unless demand becomes evident.

Mr Verry was thanked for his presentation.

2.2 Audit and Risk Subcommittee

Councillor Reid, a member of the subcommittee, shared the appointment of Mr Bruce Gemmell as the deputy chair of the subcommittee, noting that it was an interim appointment until the next triennium, when all the committee roles will be reviewed. She further added that the subcommittee received updates on health and safety, including discussions on risk management and risk appetite. She highlighted the building report, which focused on an audit of all Council facilities conducted by staff.

Staff informed that the building report was presented to the subcommittee as part of the previous Council recommendation. Council had asked the subcommittee to investigate the condition of the Council buildings.

2.3 Finance and Performance Committee

Councillor Miller, who chaired the last committee meeting in the absence of the Chair, reported that the committee had robust and constructive discussions on development contributions and related ongoing issues. He added that all organisational projects were tracking well and emphasised the discussions on the level of spending on consultants. He also highlighted the completion of the Ellesmere pipeline project, which was delivered within budget and ahead of schedule.

Moved – Councillor Lyall / **Seconded** – Councillor Mugford

‘That Council receives the feedback from Subcommittee Chairpersons, for information.’

CARRIED

3. Chief Executive Report

Chief Executive

Chief Executive spoke about her report and invited staff to provide updates on key points raised in the last Canterbury Mayoral Forum. Staff noted that the current definition of core services is vague and needs clarification. They added that there were concerns on nationwide standardisation of standing orders, which could reduce local flexibility and nuance.

Councillors discussed whether they would prefer to make a separate Council submission or contribute to the Mayoral Forum’s submission. Staff requested Councillors to provide feedback by the end of the week and shared the Mayoral Forum’s draft submission. They further requested that Councillors provide any Selwyn-specific points to be included in either the Mayoral Forum submission or a separate Council submission. It was noted that staff would prepare a draft on Monday and circulate it to all Councillors for review.

Referring to the Frank Films profile video, Chief Executive clarified that anything coming from Council will be assessed to determine whether it meets the business-as-usual threshold or could be perceived as election-related. She added that they had sought advice from the electoral officer before publishing anything to maintain transparency and fairness during the election period.

Referring to Resource Management Act, the Councillors asked about potential liability if fast track approvals are granted that allow changes to the district plan. Staff clarified that liability concerns are more relevant to building consents side and the focus is on reviewing and proposing changes to the district plan that improve usability and functionality.

Moved – Councillor Mugford / **Seconded** – Councillor Lyall

‘That Council:

(a) receives the Chief Executive’s report for information; and

(b) request staff to prepare a separate submission on behalf of Council on the Local Government (System Improvements) Amendment Bill and to circulate for comment before submission OR to support the Mayoral Forum submission, subject to the key points being made in the submission, as highlighted in the report.’

CARRIED

4. Local Alcohol Policy adoption process

Acting Head of Regulatory

Councillors suggested amending the policy commencement date, noting that 5 January 2026 could still be considered as forming part of the holiday period.

Moved (as amended) – Councillor Miller / **Seconded** – Councillor Gliddon

‘That Council agree by resolution to bring the Local Alcohol Policy into force on Monday the 19th day of January 2026.’

CARRIED

5. Wastewater easements over the Local Purpose Reserve at 30 Farthing Drive, Prebbleton, pursuant to Section 48 of the Reserve Act 1977

Senior Acquisitions Disposals and Leasing Officer

Councillors asked what is meant by wastewater easement. Staff clarified that it is a legal right attached to the property title that allows for installation and maintenance of wastewater infrastructure. They further added that the process must be brought to the Council for approval and cannot be delegated under the Reserve Act.

Moved – Councillor Miller / **Seconded** – Councillor Mugford

‘That Council, by power delegated by the Instrument of Delegation dated 27 June 2013 by the Minister of Conservation in relation to section 48 of the Reserves Act 1977, consents to and approves the granting of two easements over the Local Purpose Reserve vested in the Selwyn District Council being the land that is legally described as Lot 202 Deposited Plan 486576 and held in Record of Title 694244, for:

- 1. a right to drain sewage (in gross) in favour of Selwyn District Council over approximately 140 square metres (subject to survey); and*
- 2. a right to drain sewage (in gross) in favour of Selwyn District Council over approximately 244 square metres (subject to survey).’*

CARRIED

GENERAL BUSINESS

Councillor Miller raised concerns about the police reorganisation proposal presented to the Selwyn community last week. He proposed that the Mayor write a letter on behalf of the Council to the Minister of Police and local police management, advocating for a stronger police presence in Lincoln and across Selwyn. He noted that Lincoln currently has only one police officer based in the town, despite a population of more than 12,000 and a university with 5,500 enrolled students.

Mayor Broughton advised that he would draft a letter and circulate it to all Councillors by early next week, noting that Lincoln, Darfield, and Leeston would be included in the letter.

MATTERS RAISED IN PUBLIC FORUM

In response to the public forum presentation from West Melton School, staff said that they would work with the school to discuss the concerns raised.

RESOLUTION TO EXCLUDE THE PUBLIC**Moved** – Councillor Reid / **Seconded** – Councillor Lyall**Recommended:**

'That the public be excluded from the following proceedings of this meeting. The general subject matter to be considered while the public is excluded, the reason of passing this resolution in relation to the matter, and the specific grounds under Section 48(1) of the Local Government Official Information and Meetings Act 1987 for the passing of this resolution are as follows:

General subject of each matter to be considered		Reasons for passing this resolution in relation to each matter	Ground(s) under Section 48(1) for the passing of this resolution	Date information can be released
1.	Minutes	Good reason to withhold exists under Section 7	Section 48 (1) (a)	
2.	Acquisition of 380m2 of land – For the construction of a roundabout at Selwyn Road and Springston Rolleston Road, Rolleston			
3.	Resource consent appeal mediation – Delegation from Council			
4.	Machinery breakdown insurance recommendation			
5.	Corde Board review			
6.	Commercial land opportunity Darfield			
7.	Commercial land opportunities Rolleston			
8.	Proposal - Rolleston			
9.	Extension of contract C1420 roading maintenance 2021-2026			
10.	Appointment of Selwyn District Council representative to the			

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	Canterbury Museum Trust Board		
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This resolution is made in reliance on Section 48(1)(a) of the Local Government Official Information and Meetings Act 1987 and the particular interest or interests protected by Section 6 or Section 7 of that Act or Section 6 or Section 7 or Section 9 of the Official Information Act 1982, as the case may require, which would be prejudiced by the holding of the whole or the relevant part of the proceedings of the meeting in public are as follows:

1, 5, 10	protect the privacy of natural persons, including that of deceased natural persons	Section 7(2)(a)
2, 4, 9	enable any local authority holding the information to carry out commercial activities without prejudice or disadvantage	Section 7(2)(h)
2, 9	enable any local authority holding the information to carry on, without prejudice or disadvantage, negotiations - including commercial and industrial negotiations	Section 7(2)(i)
3	protect information which is subject to an obligation of confidence or which any person has been or could be compelled to provide under the authority of any enactment, where the making available of the information	Section 7(2)(c)(ii)
6,7,8	protect information where the making available of the information - would be likely unreasonably to prejudice the commercial position of the person who supplied or who is the subject of the information; or	Section 7(2)(b)(ii)

2. that appropriate officers remain to provide advice to the Committee.'

CARRIED

The meeting went into public excluded at 2pm and back into public at 5:06pm.

With no further business being discussed, the meeting closed at 5:07pm.

DATED this day of 2025

CHAIRPERSON

UNCONFIRMED Minutes Council 20 August 2025

**MINUTES OF THE SELWYN DISTRICT COUNCIL
UPPER SELWYN HUTS DELIBERATIONS HELD
IN THE NICHOLAS HALL,
LINCOLN EVENT CENTRE
ON THURSDAY 21 AUGUST 2025 AT 10AM**

PRESENT

Mayor Sam Broughton, Councillors, LL Gliddon, D Hasson, S G McInnes, G S F Miller, R H Mugford, ES Mundt, & N C Reid

IN ATTENDANCE

Mrs S Mason (Chief Executive Officer), Messrs R Love (Executive Director Development & Growth), S Gibling (Executive Director Strategy, Engagement and Capability), J Knight (Head of Health, Safety and Wellbeing), M England (Head of Asset Management), Mesdames D Kidd (Executive Director Community Services & Facilities), S Carnoutsos (Communications Manager), N Livermore (Consultation Coordinator), H Eddy (Community Policy Advisor), P Swift (Senior Communications Contractor), J Hands (Head of Legal), D Mitchell (Senior Counsel), B Hammond (Head of Financial Operations), T Van der Velde (Executive Assistant), and Ms T Davel (Governance Lead)

APOLOGIES

Moved – Mayor Broughton / **Seconded** – Councillor Reid

‘That the panel receives apologies from Councillors Lyall and Epiha and Ms McKay.’

CARRIED

OPENING COMMENTS

Introduction and Welcome

Mayor Broughton welcomed everyone and thanked them for the work that went into the documents for the hearings a couple of weeks ago and also the preparations for the deliberations today. He welcomed the audience and thanked them for their attendance.

CONFIRMATION OF HEARINGS MINUTES

Moved – Councillor Gliddon / **Seconded** – Councillor McInnes

‘That the Council confirms the minutes of the Upper Selwyn Huts hearings, held on 7 August 2025, as circulated.’

CARRIED

REPORT

1. Deliberations Report - Upper Selwyn Huts Deed of License

It was agreed to take the first two recommendations at the start of the meeting and then go through the rest item by item.

Moved – Councillor Mugford / **Seconded** – Councillor Miller

'That the deliberations panel (Council)

- a) *Receives the 'Upper Selwyn Huts Deliberations' report;*
- b) *Receives 209 submissions to the Upper Selwyn Huts consultation*

CARRIED

By way of introduction staff noted the background, including the consultation process timeline, and referred to drop-in sessions. They acknowledged the 209 submissions from individuals and organisations as well as the 45 submitters who came in to speak in person at the hearings. It was acknowledged that the thoughtful, detailed and many stories from submitters were deeply personal. The significance was recognized and submitters were thanked for their participation.

Staff said consultation as defined is important as it provides communities with opportunities to affect them; while at the same time provides opportunities for decision-makers.

Today Councillors will have the opportunity to discuss and ask questions and there is also an external presenter online regarding the Aqualink report.

Staff noted that the intention is to speak specifically to each of those deliberations matters.

They added that the huts are on crown land managed by council; and over a century this has evolved from a recreation reserve to a community with permanent residence for many people. Previously it was only for the fishing season; then that became a period of five years; and only in the last 15 years was the allowance made to stay for 365 days a year which was allowed for all license holders. Many have transitioned from a fishing hut to a permanent hut. It is therefore good for Council to take a long-term view as to how to manage this.

Moved – Councillor Mugford / **Seconded** – Councillor Gliddon

'That the deliberations panel (Council):

(c) Gives direction to staff to inform the recommendations for decision on 17 September 2025.'

CARRIED

1. That the deliberations panel gives direction to staff to inform the recommendations for decision on 17th September 2025 on:

The term of the Deed of License for the Upper Selwyn Huts starting from end of June 2026

Staff noted that most submitters preferred a 30-year term with a further 30 year's renewal.

Councillors had the following comments:

Councillor Hasson asked for clarification as to which Act applies, with the legal team confirming it falls under the Reserves Act.

Agrees with a 30-year term and acknowledging there is the option to be looked at under a new Council and any changes in legislation coming up.

Councillor Gliddon - Supports 30 year without fixed end date – provides stability and security. Few things council needs to do e.g environmental issues. Setting a hard end date is arbitrary and unnecessary.

Councillor Mundt – Supports 30 years and no end date. With a forward-thinking future council to look at environmental triggers with new legislation, including mitigating flood issues.

Councillor Miller – heard two things from submitters – what is the ‘why’ and asking for clarity. The ‘why’ including a number of issues, primarily the sewerage but clearly the new pipeline to Pines will mitigate that. Some of the other ‘why’s’ still need to be discussed. Sea level rise and climate change were addressed by Aqualink. Flooding is an annual issue but they have a high tolerance for it although the risk shouldn’t be dismissed. Rising ground water is an insidious risk and important and can cause unsanitary conditions. Aqualink says it’s unpredictable but not fatal.

Taumutu / runanga issues should also be discussed and how they see it, e.g. they want a five-year finite term and the rationale needs to be discussed. In 2029 the lake opening protocol review will happen and there could be higher standing levels in the lake which could have an impact on the huts. Taumutu has asked Council not to restrict their options by having a long term. Councillor Miller expressed frustration at a lack of direction and input from DOC – they have removed or sent messages to the huts but have not provided Council with any clear direction or advice. He also didn’t find the Ecan submission helpful either. Based on all this, he saw no immediate reason to withhold licence from them. To do Council’s duty it must signal there are ongoing risks, not in 10 or 15 years but whenever it is, the huts and community might become unviable. The community wants and deserves certainty.

Supports 30 years with a 10 year check every 10 years would be good for the community and wider Selwyn district.

Councillor McInnes – agrees with Councillor Miller. These issues are not restricted to USH, coastal communities all around NZ have the same issues.

Councillor Mugford - 30 years and look at it over time. Hut owners should take responsibility for where they live, it’s up to them to come forward with solutions – important to work together in the future.

Councillor Reid - 30-year term and looking to environmental triggers with regular check-in times.

The legal team noted there was the option of having a licence in perpetuity, with an possibility for regular check ins, based on triggers and an openness to keep checking in with the community.

Some risks were mentioned, e.g. what if the license is for 30 years but at year 7 the rising ground water level creates damp houses. If they had a license for 30 years it would be hard legally to ask them to move. The legal team said the DoL could include the right to

live there for 30 years, with a notice to terminate earlier, but then that would be based on the earlier conversation of identified and agreed environmental triggers.

There was a brief discussion about being challenged with compensation. Council is not liable as the same rules will apply with anyone else in NZ buying property – the only time a council could be liable is under the Building Act where it is found that building inspections were not done properly.

2. That the deliberations panel gives direction to staff to inform the recommendations for decision on 17th September 2025 on:

Whether a condition should be included in the Deed of License which would end the license early if an environmental event occur

Staff noted this item is about whether an environmental event should result in ending the license early. Options noted included flooding affecting houses; destruction of a road; or any serious harm caused by a flooding event.

It was acknowledged that a future council can receive and consider new scientific information that comes available at any time. It could also reconsider its position at the time such an event occurs. Staff said that this council may choose to make provision for DoL to include these options / events.

Staff said the majority of submitters disagreed with the proposed events specifically any damage of flooding on a road. They wanted to be treated the same as anyone else in the District and expect Council to repair roads.

Councillors made the following comments:

Councillor Reid - lake opening protocol will have a huge impact but the community is resilient. Looking at Jacobs report, the triggers are not appropriate.

Councillor Mugford - if something happened that is foreseeable, discuss with community and council but it could happen at any time. Roading or anything else, it would need to be at a stage where it was completely uninhabitable. Triggers not appropriate.

Councillor McInnes - we do still need to do more work on environmental triggers, not only for this community but for everyone in Selwyn. Council should continue gathering data and working out what best we should do for the community. Not only short-term catastrophic events. Can always fix the road, e.g. a cyclone. As far as the stop bank goes, it's not Council's, it belongs to ECan. Adapt the protocol for the lake but it requires a lot more data and information. Triggers not appropriate, needs more work.

Councillor Miller – triggers need more work and especially would like to know more about ground water and impacts.

Councillor Mundt – the lake opening protocol is much wider than USH discussion. Stop bank is lowered intentionally further upstream where it runs over farmland. It's a man-made thing, and it's preventative. Foreseeable triggers, there are things we can do to be prepared e.g. fire risk for Rolleston is increasing. Need to be a little more realistic and not fearmongering. Based on the triggers, Doyleston is also resilient, also Tai Tapu – yet they are not asked to manage retreat out of their properties. We are talking about a much higher risk to human life, and it needs to be across the district not only the huts.

Councillor Gliddon – lake opening protocol is important and including environment triggers

is also important for both parties, need to look at risk and how to provide certainty for people. Evidence over assumptions. Good science is needed as to why we use these options as triggers. The triggers in the consultation document are not enough. What is needed is negotiated and agreed environmental triggers, working together with residents of the huts. People understand the risk when they buy property and so there is a common sense and risk that need to apply here. Examples include, licence should only end when those high-level environmental triggers are evident, but what are these? Do we do Aqualink modelling every 10 years to be sure? Or perhaps an independent assessment that deems the site unsafe after a significant event e.g. AF8, but whatever it is it needs to be agreed on. Evidence-based pathway is the best - council need to review the modelling every 10 years. Can't just leave it to automatic termination, using review check points that tie into the data.

Councillor Hasson – important to review the modelling, not only for lake opening protocols, but also for the growth of the community. We all contribute to the increase of carbon, growth happening in Rolleston and Lincoln; the groundwater is increasing, and it goes to the lake. Hard surfacing due to growth impacts and that needs to be modelled. Aqualink should also do some modelling about this as it will impact - this is a natural phenomenon happening as a result of growth and farming practices. Those living on the lake will be the first casualties.

Aqualink consultant noted that ongoing modelling was possible, and that land use change around Lincoln and Rolleston has not been specifically accounted for in the scenarios but it is possible to do.

The legal team noted that there was a risk to include triggers in the DoL which had not yet been consulted on. The review criteria will be important to look at. They agreed with the Mayor that the term of license might be 15 years with an option to extend the term and that any new information or data that come up at any time could be looked at and possibly be included at that time.

There was discussion about whether there should be no triggers at this time, but it will remain evidence based and whether triggers are included in future will be up to the next council. Legal reiterated that it presented challenges and risks, one of which is that the community might not have the opportunity to consult on a trigger identified and mitigated at short notice.

It was agreed the triggers used in consultation were not usable. Legal noted that setting up review points could allow for opportunities to discuss / consult on triggers. They also said that council's responsibility of duty of care was as reserve administrator, therefore a legal, and health and safety duty.

In summary, no triggers at this time and to be reviewed at intervals of 10 – 15 years. Staff will present options in the decision paper to council in September.

3. That the deliberations panel gives direction to staff to inform the recommendations for decision on 17th September 2025 on:

Whether the Deed of License should include a Bond to assist with remediation at the end of the license term

Staff noted the preferred option of submitters did not want a bond. It could be applied in some instances but mostly people did not want a bond.

Comments from Councillors:

Councillor McInnes – if there is no bond, how can the DoL make provision for cases where there is a need for clean-up etc.

Councillor Miller – supports a bond. Comes back to tenure, the longer term you have to live there, the easier it is to collect a bond over the years.

Councillor Mundt - increasing costs with rates, and water will make it harder for the communities. Someone might have had it for 50 years and now must tenant it out to pay the increasing costs.

Councillor Gliddon – a bond might not be required due to an end date set; residents already carry some obligations under existing building act to remove or remedy unsafe structures. The bond makes sense in time limited scenarios. Would be transferable with new licensee and needs to be linked to triggers. Council needs to commit to a future conversation and at that point a bond will be discussed.

Councillor Hasson - supports a bond. Talks about removal of asbestos and how costly it is to have it done. Many of the huts have been clad with fireproof material – this is on a reserve; the cost of remediation of houses may not be affordable by ratepayers who may not wish to contribute. It's a timeline issue, the community has been there 130 years, and it has a high risk of contamination on this site.

Councillor Reid - a bond can ensure the site can be cleaned up which is usually at the end of the life.

Councillor Mugford – does not support a bond as will be difficult to administer.

Mayor Broughton - a bond is sensible if there is an end date. He asked councillors for a view around yes or no, and an amount.

Contamination and remediation were discussed with staff noting the onus is on the owner of a building. If new buildings are to be added there needs to be assurance the site has no contamination. There was also a discussion about whether remediation would be done lot by lot or across the entire site. If the latter, this may fall to council to do as it will be under the Reserves Act. If owners fail to remediate and pay for remediation, council can remove the huts from the lot and any debt owing can be claimed back.

Staff noted the main challenge was that council has inherited a decision from another decision body and therefore council also inherited the accompanying issues.

Break for lunch 12.17pm – 1pm

The Mayor welcomed everyone back after lunch.

Councillor Mundt offered a public formal apology about the comments she made on Greenpark Huts, acknowledge there was a signed agreement between the owners and Ngai Tahu. Councillors discussed the amount of a potential bond. It was agreed that it could be somewhere between zero and a couple of hundred dollars but not a decision this council can make today. Report writers would need to come back with several options and risks so that Council can make an informed decision in September. Staff said the dollar amount would be a matter for the annual plan, whereas today's discussion and September's decision were more about whether to have a bond or not.

4. That the deliberations panel gives direction to staff to inform the recommendations for decision on 17th September 2025 on:

Whether the Deed of License should include terms for allowing pro-active building inspections

Staff noted that there are various complaints that could be made about any dwelling, including the presence of rats or mice; suspected unsafe living conditions; using a shed as a dwelling; insanitary conditions. The steps the council may be required to take include a site investigation, community response team contacting an owner etc. The building inspection might involve visual inspection; photographs; physical measurements; non-invasive measure reading; and staff might be accompanied by other agencies e.g. food and health; and a discussion with owners.

Staff said that submitter responses showed that the most supported approach was that inspection only takes place in response to a formal complaint or visible issue.

Councillors had the following comments:

Mayor – there are some responsibilities in here for all of us. Is there a specific need to have something in the license?

Councillor Mundt – doubts that it is legal to have an alternative building inspection for the huts, other than what already exists. For example, the issue of the insanitary building code should then be applied to the entire District.

Councillor Miller – is there any legal requirement for council to have inspections? Staff responded that the council has a responsibility to look after a reserve as appropriate custodians and need to be comfortable with the situation. It would be good to have something in the license. Councillor Miller added he has not yet heard of a non-compliant hut. The council needed to ensure stormwater goes into stormwater and sewage goes into sewage. If that is taken care of there is no inspection needed.

Councillor McInnes – a building inspection does not cost money and shouldn't be part of the DoL, but it would be more for people's own peace of mind.

Councillor Mugford – there is a complaint system in place, this should be no different.

Councillor Reid – no inspections.

Councillor Hasson – complaint system in place.

Councillor Gliddon – on an as required basis in line with practice across the rest of the district.

Agreed: no separate process for building inspections.

Staff summarized as follows:

- 1) Term of license – 30 years with check-in points at certain points e.g. 10 / 15 years.
 - a. *Staff will present a recommendation as part of their report to Council, including an options analysis.*
 - b. *Staff will bring an example / draft new DoL as part of this report.*
- 2) No specific triggers noted.
 - a. *Staff will consider how to differently word information around triggers as part of*

the Deed of License.

- 3) Split view on whether to have a bond.
- 4) Building inspections will be similar to any other building in the district, e.g. where it was considered insanitary etc, and subject to a complaint from someone

Comments:

Councillors wanted further information on the following, as part of the council report.

- 1) Costs - will form part of the annual report
- 2) Status of the reserve – ecological or open and what if any, ecological values exist here.
Special designation – local purpose for hut settlements.
- 3) Dogs and cats – any restrictions?
In the current agreement no dogs are allowed as it's a reserve; decision made by a previous governance body circa 1970 and reflects the acknowledgement of wildlife in the area.
Staff noted the new license will make reference to dogs and cats.
- 4) Multiple renting
Will form part of the renewal of the license.
- 5) Fire and fire risk
Fires on a reserve without proper permission, making sure there are no open fires.
Will continue to be part of the DoL.
- 6) License Fee and rates – what are Huts residents actually paying for in their fees and rates. For example, are any savings on the pipeline passed on?
Currently included are the sewerage system; with trucking costs no longer needed due to the pipeline; historical cost for water will now be part of future water costs; potential refuse collection fee to be included as not currently part of the fees.
- 7) When did Council start informing purchaser of the current process?
- 8) What are the risks to the DoL either rolling it out or rewriting it.
- 9) Finite term – is there a need to undo that decision?
- 10) As the new council will decide on this based on consultation, the previous decision is superseded.
- 11) Risks of not accepting the new licence.
Report will include risks to council as to what happens when an owner e.g. does not sign the DoL. It will include the process for collecting non-payment / arrears.
- 12) Te Waihora Lake management – council would rather know now what Runanga want as a decision might lock council in.
Will be included in the report.

The Mayor thanked everyone in attendance and to the panel for their participation. He noted council will receive a comprehensive paper with options and risks based on today's

discussion. He added that there would be no public forum on the particular matter at that meeting scheduled for 17 September 2025.

CLOSING COMMENTS

The deliberations closed with Karakia at 2.10pm

DATED this day of 2025

MAYOR

**MINUTES OF AN ORDINARY MEETING OF THE
AUDIT AND RISK SUBCOMMITTEE
HELD IN THE COUNCIL CHAMBERS
ON TUESDAY 5 AUGUST 2025 COMMENCING AT 9.00AM**

PRESENT

Ms A Elstob (Chair), Mayor S T Broughton (joined online), Councillors S N O Epiha (joined online), and N C Reid; and Mr B Gemmell

ATTENDEES

Mrs S Mason (Chief Executive); Messrs; S Gibling (Executive Director Strategy, Engagement and Capability), M McGrath (Chief Digital Officer), N Koch (Head of Financial Control), J Knight (Head of Health, Safety and Wellbeing), D Loughhead (Team Leader Financial Accounting), A Tyer (Building Technical Assessor), Mesdames; D Kidd (Executive Director Community Services and Facilities), A Sneddon (Executive Director Commercial and Corporate Services), K Hansen (Head of People), S Healy (Risk Manager), D Mitchell (Senior Counsel); and Ms H Tate (Communications Advisor), Ms T Van der Velde (Assistant to Executive Director Strategy, Engagement and Capability) and Mr B Adhikari (Governance Coordinator)

The meeting was opened with a karakia.

APOLOGIES

None

EXTRAORDINARY OR GENERAL BUSINESS

None.

CONFLICTS OF INTEREST

None.

TERMS OF REFERENCE

For information only.

CORRESPONDENCE

Subcommittee members acknowledged the email received from Mr Zoran Rakovic this morning, regarding the size of agendas and time to read through the information. The Chair will discuss his concerns with the management team after the meeting and assist in preparing a response. The committee members were also requested to provide their inputs to prepare the response.

CONFIRMATION OF MINUTES

1. Minutes of the ordinary meeting of the Audit and Risk Subcommittee held on Tuesday, 6 May 2025.

The Chair said that she would circulate the presentation run by Audit New Zealand and hosted by Ron Warmington, as noted in the minutes.

Moved – Mr Gemmell / **Seconded** – Mayor Broughton

'That the Audit and Risk Subcommittee confirms the minutes of the ordinary meeting of the Subcommittee held on Tuesday, 6 May 2025, as circulated.'

CARRIED

REPORTS

1. Chairperson's Report

Chairperson's (Verbal) Report

As part of the regular bi-monthly meeting, the Chairperson attended CORDE Board meeting to discuss strategic and operational matters. She noted that one of the interesting topics at the last meeting focused on digital transformation and data usage, including the integration of AI and how it can support CORDE in improving costing accuracy. She added that she requested CORDE to include this topic in their upcoming presentation to the Council.

The Chairperson added that she recently completed a health and safety visit and noted that it was a good initiative by the management team, reflecting active engagement and visible leadership around health and safety.

The Chairperson also acknowledged outgoing Audit and Risk Committee members, Councillors Reid and Epiha, for their thoughtful questions, which contributed to the quality of the discussion.

Subcommittee members also thanked the Chairperson for her leadership.

Moved – Councillor Epiha / **Seconded** - Mr Gemmell

'That the Audit and Risk Subcommittee receives the Chairperson's (verbal) Report to the Subcommittee, for information.'

CARRIED

Actions Table

Item	Meeting referred from	Action required	Report Date
Local Government Official Information and Meetings Act (LGOIMA)	24 March 2024	A request from the subcommittee for staff to compile statistics on LGOIMA numbers on repeat applicants.	5 August 2025 (Completed)
Email from Mr Rakovic	5 August 2025	Committee members will assist in preparing response to Mr Rakovic along with the management and report in the next meeting.	Completed and sent on 11 th August
Amendment of Terms of Reference	5 August 2025	Amend the ToR of Audit and Risk Subcommittee to reflect the Deputy Chairperson appointment.	Presented at the next meeting for information only via Committee Agenda pack
Report on draft Treasury Policy	5 August 2025	Present the draft Treasury Policy to the Audit and Risk Subcommittee meeting	Next meeting
Report on revolving credit facility	5 August 2025	Present the draft Treasury Policy to the Audit and Risk Subcommittee meeting	Next meeting

4. Executive Director's Report*Executive Director Strategy, Engagement and Capability*

Subcommittee members noted that the case referenced in the Executive Director's report reinforces the importance of conducting walkarounds. They highlighted that the concept 'work as planned' versus 'work as done' stood out to them.

There was discussion about scheduling an extraordinary Audit and Risk Subcommittee meeting so that they receive an audited Council's Annual Report 2024/25. Staff clarified that they are working on a deadline to adopt the Annual Report before 31 October and present it to the new Council. Mr Gemmell suggested that it would be good if the Subcommittee could receive a draft version of the report in the week of the 20th October.

Subcommittee members asked about the Asset Management Plan and its place in the Subcommittee work programme. In response, staff clarified that the work programme is currently in draft and it is being reviewed. Any necessary additions or adjustments will be made, based on Council's needs. The Chairperson said that

the work programme aligns with the Terms of Reference (ToR) and the top 10 strategic risks, including infrastructure, technology, and asset management.

Moved – Councillor Reid / **Seconded** – Councillor Epiha

‘That the Audit and Risk Committee:

- 1. Receive the report ‘Executive Director’s Joint Report to July 2025’; and*
- 2. Adopt the 2025 / 2026 Audit and Risk Work Programme.’*

CARRIED

5. Appointment of an independent member as Deputy Chair of Audit and Risk Subcommittee

The Chairperson called for the nomination for deputy chair as the role remained vacant as a result of the resignation of the previous Deputy Chair Phil Dean on 16 May 2025.

Mr Gemmell was appointed as the Subcommittee deputy chairperson unanimously.

Moved (as amended) – Councillor Reid / **Seconded** – Mayor Broughton

‘That the Audit and Risk Committee:

- (a) Appoints **Mr Bruce Gemmell** to the role of Deputy Chairperson of the Audit and Risk Committee;*
- (b) Amends the Terms of Reference of the Audit and Risk Committee to reflect the Deputy Chairperson appointment.’*

CARRIED

6. Health, Safety and Wellbeing Update

Head of Health, Safety and Wellbeing, Health and Safety Lead, and Wellbeing Lead

Staff provided an update on the organisation’s efforts around health, safety, and wellbeing over the past three months.

Subcommittee members requested more information on the Canterbury vehicle collision incident that involved Council staff. Staff clarified that they have not yet received the police report but advised that it involved tourists in a campervan causing a head-on collision. Council staff involved in the accident credited the defensive driving course, stating it was a valuable programme and that the tips gained from the training helped them avoid a more serious outcome.

Referring to child welfare issues, including lost children at events, Councillors requested more information on age guidelines. Staff clarified that pool safety guidelines are in place for aquatic centres, and that extensive dialogue has been held with Oranga Tamariki regarding when to notify and how to manage situations involving unattended children in libraries. While this is quite common in the Leeston

Library due to its proximity to the supermarket and pharmacy, staff noted that it is not necessarily problematic but is being managed appropriately.

Noting the local government elections, staff emphasised that some employees are experiencing abuse outside the work environment and in public settings. They added that this could be a temporary trend and that these incidents are being closely monitored.

The Chairperson acknowledged that the way reporting is undertaken has significantly improved over the past five or six years. She shared her experience of walkabouts with the compliance and regulatory team, adding that the visits helped her understand the nature of complaints and provided a valuable deep dive into risk areas and controls in place, such as the use of body cameras, working in pairs, and understanding the team's experiences. She further encouraged that the report include more information on near-miss data, considering the complexity, size, and scale of the organisation, and urged staff to continue reporting such information.

Referring to aggressive behaviour, Mr Gemmell asked how we were doing in comparison to the neighbouring Councils, for example, whether they are experiencing a similar trend or if there is something that we are doing that is contributing. Staff clarified that there has been reporting with other Councils through quarterly catch-ups with their health and safety teams, and trends remain similar in other Councils as well.

Staff noted that feedback from a recently conducted customer service survey, particularly from customer service staff, suggests that there is still work to do once the customer is transferred deeper into the organisation. They also stated that they are committed to doing better to ensure a consistently good customer experience, as front-line staff are doing a good job; however, it gets lost in the system once the customer moves beyond the initial contact.

Moved – Councillor Reid / **Seconded** – Mr Gemmell

'That the Audit and Risk Subcommittee receive the Health, Safety and Wellbeing Update Report.'

CARRIED

7. Quarterly Treasury Report for the Quarter Ended 30 June 2025

Head of Financial Control

Mr Gemmell asked if there was an existing significant revolving credit line or if one needed to be established. In response, staff said they are currently looking into an additional standby facility through LGFA and added that a draft paper is being prepared for the next Council meeting to propose this. Staff further added that they are keen to work with the Subcommittee to review the current Treasury Management Policy to make it more fit for purpose.

Subcommittee members also asked about the payback ratio, particularly the mechanism for operating outside the policy. Staff responded that the payback ratio was set as part of the LTP and financial policy. Subcommittee members noted that

it was bold to include a comment in a report stating that the organisation is in breach of Treasury Policy and will resolve it in two or three years. Staff emphasised that the Treasury Policy needs to be addressed, as it was noted by Audit New Zealand and raised in previous reports. They further added that they will take action to remedy the policy and also look into the revolving credit facility.

The Chair noted the payback breach and suggested that management reflect on the Treasury Policy to more effectively manage payback and cash. Staff clarified that they would present reports on the draft Treasury Policy and a proposal for a revolving credit facility to the next Audit and Risk Subcommittee meeting. They further emphasised that the breach referred to earlier in the discussion is an internal breach and does not impact LGFA borrowing facilities, adding that a paper will be presented to the Subcommittee on how the breach will be managed in the future.

Subcommittee members asked about the escalation and reporting processes within the Treasury Policy when there is a breach. Staff clarified that the risk management framework already includes an escalation pathway; however, if the risk is about to be realised or moved into the extreme category, such as breaching Treasury Policy or LGFA covenants, the escalation will include the Subcommittee Chair.

Moved – Councillor Reid / **Seconded** – Councillor Epiha

‘That the Audit and Risk Subcommittee receives for information the Selwyn District Council Quarterly Treasury Report for the quarter ended June 2025.’

CARRIED

8.Risk Management Update

Head of Legal and Risk; and Risk Manager

Staff stated that they were presenting the first draft of their work and that the report is intended to reflect progress and obtain Subcommittee feedback. Staff provided updates on the process followed to compile the draft strategic risk register and organisational risk register and added that these are live documents which continue to evolve.

Mr Gemmell suggested that the registers should also identify which risks are unavoidable, which would help the Subcommittee and the Council to understand. Staff clarified that this is the next stage of the current work and emphasised that they have recently completed appetite and tolerance workshops. The Chair suggested adding an additional column named ‘target’ on the register so that the Subcommittee can understand the current and future status. She also suggested developing a Power BI dashboard to present data to the committee.

Councillor Reid put forward a motion to extend the meeting for 30 minutes.

Moved – Councillor Reid / **Seconded** – Mr Gemmell

‘That the Audit and Risk Subcommittee extend the meeting for 30 minutes.’

CARRIED

Staff provided an update on cyber security and informed the Subcommittee that progress is heading in the right direction. They advised that the Council's Digital team is working on issues such as digital supply chain security, incident response planning, and cyber incident simulation exercises, among others.

Councillor Reid left the Chamber between 10:59am to 11:02am.

Subcommittee members asked how closely the system was managed and wanted to know how the digital team would recover sensitive information if there was a breach on Council-owned devices. Staff emphasised that there is a high risk to Council-owned devices when people travel overseas and connect to public Wi-Fi and noted that some incidents have been reported previously. They added that two-factor authentication and pre-notification of foreign travel to the Digital Team could help mitigate breaches on Council-owned devices.

Moved – Mr Gemmell / **Seconded** – Councillor Reid

*'That the Audit and Risk Sub-Committee:
a) Receive the "Risk Management Update" report.'*

CARRIED

8. Legal and Policy Report

Head of Legal and Risk

Subcommittee members asked how the LGOIMA timeframe works, including the extension process. Staff clarified that the standard timeframe is 20 working days. However, they added that it can be extended by informing the requester and providing a reason, usually due to substantial collation or limited staff capability.

Moved – Councillor Epiha / **Seconded** – Mr Gemmell

'That Audit and Risk Committee receive the Legal and Policy Report.'

CARRIED

9. Council Building Condition Riks and Inspection programme

Building Technical Assessor

Referring to Faringdon, Subcommittee members asked how to balance community feedback with the Council's operational functionality. They noted that it is very tricky, as significant effort goes into collecting community feedback and concerns; however, the Council must also ensure that the build is usable and functional. Staff clarified that this is not solely the responsibility of the building team but also requires cross-infrastructure efforts. Referring to Faringdon, they added that they have adopted an integrated approach involving the Community Advisory Group, Community Services, and Infrastructure, which will be used as a model in future projects as well.

Subcommittee members noted that the report gives them confidence that there is a well-managed process but suggested that this level of detail is better suited to the full Council, while this Subcommittee focuses on the assurance aspect. Staff clarified that the Council originally asked the Subcommittee to look into this,

specifically in relation to Greenpark Hall, and the report was a direct response to that request.

Moved (as amended) – Mr Gemmell/ Seconded – Councillor Reid

*‘That the Audit and Risk Committee **accepts the Council Building Condition Risk and Inspection programme report and confirms the assessment that has been completed by management, as requested.***

CARRIED

GENERAL BUSINESS

None

RESOLUTION TO EXCLUDE THE PUBLIC

Moved – Councillor Reid / Seconded – Mr Gemmell

Recommended:

‘That the public be excluded from the following proceedings of this meeting. The general subject matter to be considered while the public is excluded, the reason of passing this resolution in relation to the matter, and the specific grounds under Section 48(1) of the Local Government Official Information and Meetings Act 1987 for the passing of this resolution are as follows:

General subject of each matter to be considered		Reasons for passing this resolution in relation to each matter	Ground(s) under Section 48(1) for the passing of this resolution	Date information can be released
1.	Minutes	<i>Good reason to withhold exists under Section 7</i>	<i>Section 48 (1) (a)</i>	
2.	Internal Audit Update			
3.	Compliance Update			Indefinite

This resolution is made in reliance on Section 48(1)(a) of the Local Government Official Information and Meetings Act 1987 and the particular interest or interests protected by Section 6 or Section 7 of that Act or Section 6 or Section 7 or Section 9 of the Official Information Act 1982, as the case may require, which would be prejudiced by the holding of the whole or the relevant part of the proceedings of the meeting in public are as follows:

1	Enable any local authority holding the information to carry out, without prejudice or disadvantage, commercial activities; or Enable any local authority holding the information to carry on without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)	Section 7(2)(h) Section 7(2)(i)
2	prevent the disclosure or use of official information for improper gain or improper advantage.	Section 7(2)(j)
3	The withholding of the information is necessary to maintain legal professional privilege	Section 7(2)(g)

2. that appropriate officers remain to provide advice to the Committee.'

CARRIED

The meeting moved into public excluded at 11:32am.

With no further business the meeting ended at 12:31pm.

DATED this day of 2025

CHAIRPERSON

**MINUTES OF AN ORDINARY MEETING OF
THE FINANCE & PERFORMANCE
COMMITTEE HELD IN THE COUNCIL
CHAMBER ON WEDNESDAY 6 AUGUST
2025 COMMENCING AT 9AM**

PRESENT

Mayor S Broughton (online), Councillors, L L Gliddon, D Hasson, S G McInnes, G S F Miller (presiding as Chairperson), R H Mugford, E S Mundt (from 9.07am), N C Reid & Ms M McKay

IN ATTENDANCE

Messrs. T Mason (Executive Director Infrastructure and Property), S Gibling (Executive Director Strategy, Engagement and Capability), R Love (Executive Director Development and Growth), and N Koch (Head of Financial Control); Mesdames A Sneddon (Executive Director Commercial & Corporate Services), D Kidd (Executive Director Community Services and Facilities), S Carnoutsos (Communications Manager), B Hammond (Head of Financial Operations), S O'Connor (Senior Finance Business Partner), Ms T Davel (Governance Lead)

The meeting was livestreamed.

The Chairperson welcomed everyone to the meeting.

APOLOGIES

Apologies were received from Councillors Lyall and Epiha.

Moved – Councillor Miller / **Seconded** – Councillor Reid

‘That the committee receive the apologies as indicated, for information.’

CARRIED

IDENTIFICATION OF ANY EXTRAORDINARY BUSINESS

None.

CONFLICTS OF INTEREST

None.

PUBLIC FORUM

None.

CONFIRMATION OF MINUTES

1. Minutes of the ordinary meeting of the Finance and Performance Committee held in the Council Chamber on Wednesday 4 June 2025

Moved – Councillor Gliddon / **Seconded** – Councillor Reid

'That the Finance and Performance Committee confirms the minutes of the ordinary meeting of the Committee held on Wednesday 4 June 2025.'

CARRIED

REPORTS

1. Chairperson Report – verbal update

None.

2. Chief Financial Officer's Report – verbal update

Integrated in the next report, as appropriate.

3. Finance and Performance Report – period ending 30 June 2025

Selwyn District Council Draft Financials for the Period to 30 April 2025

Staff went over the details within the report, noting investment revenue, key variances in expenditure and said that overall operating performance was under budget due to lower budgeted development contributions. The next report on the agenda will address this.

Councillor Mundt arrived 9.07am

There were some questions about consultancy fees and the need for it. It was agreed that staff will report in more detail what the breakdown was of consulting fees in the broad groups of, for example, accounting, engineering and legal. It was also noted that the financial hygiene project is almost complete and there are some GL Codes that still need to be classed.

Comments around property and plant and equipment included having a complete and accurate list of these for a future meeting.

Moved – Councillor Reid / **Seconded** – Councillor Hasson

'That the Finance and Performance Committee receives for information the report – Selwyn District Council Draft Finance and Performance Report for the period ended 30 June 2025.'

CARRIED

4. Development Contributions movements for the period to 30 June 2025

Head of Financial Control and Capital and Projects Accountant

Staff noted that the policy is required to be reviewed under the Local Government Act. There were several queries from members around how Selwyn Water Limited services would be transferred and what that might look like with staff noting that the details were still being worked through.

In response to a question about how an earlier policy review and an annual plan might have affected the outcome, staff said they would not be able to provide a hypothetical answer.

Moved – Councillor Reid / **Seconded** – Councillor Hasson

‘That the Finance and Performance Committee receives this ‘for information report’ – Summary of DC movements for the period to 30 June 2025.’

CARRIED

5. Organisational Projects and Performance YTD June 2025

Head of Capital Works

Staff noted that of the \$133m capital works in the programme, 89% of work is completed. It reflects a 39% increase on the previous year's total spend.

Staff also noted that new forecasting software has been successfully integrated to report and identify potential earlier spending. In future council will receive a far more accurate picture but management noted it was comfortable with the work programme.

Moved – Councillor McInnes / **Seconded** – Councillor Reid

‘That Council

a) receive for information the Organisational Projects and Performance Report for the reporting period covering YTD June 2025.’

CARRIED

RESOLUTION TO EXCLUDE THE PUBLIC

Recommended:

‘That the public be excluded from the following proceedings of this meeting. The general subject matter to be considered while the public is excluded, the reason of passing this resolution in relation to the matter, and the specific grounds under Section 48(1) of the Local Government Official Information and Meetings Act 1987 for the passing of this resolution are as follows:

General subject of each matter to be considered		Reasons for passing this resolution in relation to each matter	Ground(s) under Section 48(1) for the passing of this resolution	Date information can be released
1.	Minutes	<i>Good reason to withhold exists under Section 7</i>	Section 48 (1) (a)	
2.	Lease and Investment report			

This resolution is made in reliance on Section 48(1)(a) of the Local Government Official Information and Meetings Act 1987 and the particular interest or interests protected by Section 6 or Section 7 of that Act or Section 6 or Section 7 or Section 9 of the Official Information Act 1982, as the case may require, which would be prejudiced by the holding of the whole or the relevant part of the proceedings of the meeting in public are as follows:

1	Enable the local authority holding the information to carry out, without prejudice or disadvantage, commercial activities; or	Section 7(2)(h)
2	Would be likely unreasonably to prejudice the commercial position of the person who supplied or who is the subject of the information; or	Section 7(2)(b)(ii)

2. that appropriate officers remain to provide advice to the Committee.'

CARRIED

The public meeting moved into Public Excluded at 10.21am

With no further business being discussed, the meeting closed at 10.26am

DATED this day of 2025

CHAIRPERSON

**MINUTES OF AN EXTRAORDINARY MEETING OF THE
SELWYN DISTRICT COUNCIL
HELD IN THE COUNCIL CHAMBER
ON WEDNESDAY 3 SEPTEMBER 2025 COMMENCING AT 10AM**

PRESENT

Mayor S T Broughton (online), Councillors S N O H Epiha (online), D Hasson, L L Gliddon, M B Lyall, G S F Miller, R H Mugford, E S Mundt (online) & N C Reid

IN ATTENDANCE

Ms T Davel (Governance Lead)

Mr Keith Marshall joined online.

WELCOME AND OPENING

The Mayor opened with karakia.

APOLOGIES

An apology was received in respect of Ms McKay.

Moved – Councillor Mugford / **Seconded** – Councillor Gliddon

‘That the Council receives the apology, as notified.’

CARRIED

RESOLUTION TO EXCLUDE THE PUBLIC

Moved – Councillor Lyall / **Seconded** – Councillor Reid

Recommended

‘That the public be excluded from the following proceedings of this meeting. The general subject matter to be considered while the public is excluded, the reason of passing this resolution in relation to the matter, and the specific grounds under Section 48(1) of the Local Government Official Information and Meetings Act 1987 for the passing of this resolution are as follows:

General subject of each matter to be considered	Reasons for passing this resolution in relation to each matter	Ground(s) under Section 48(1) for the passing of this resolution	Date information can be released

UNCONFIRMED Minutes Council 23 July 2025

1.	Chief Executive Annual Performance Review August 2025	Good reason to withhold exists under Section 7	Section 48(1)(a)	
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This resolution is made in reliance on Section 48(1)(a) of the Local Government Official Information and Meetings Act 1987 and the particular interest or interests protected by Section 6 or Section 7 of that Act or Section 6 or Section 7 or Section 9 of the Official Information Act 1982, as the case may require, which would be prejudiced by the holding of the whole or the relevant part of the proceedings of the meeting in public are as follows:

1	protect the privacy of natural persons, including that of deceased natural persons	Section 7(2)(a)
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2 that appropriate officers remain to provide advice to the Committee.'

CARRIED

The meeting went into public excluded at 10.04am and back into public at 11.04am

With no further business being discussed, the meeting closed at 11.04am.

DATED this day of 2025

CHAIRPERSON

COUNCIL REPORT

TO: Council

FOR: Council Meeting – 17th September 2025

FROM: Mayor Sam Broughton

DATE: 31st August 2025

SUBJECT: **MAYOR’S REPORT – August 2025**

RECOMMENDATION

‘That Council receives the Mayor’s Report for August 2025 for information.’

1. OVERVIEW

Selwyn Awards

A record number of nominees were recognised as Selwyn celebrated business and community success at the Selwyn Awards on Saturday evening. The event, hosted by Jeremy Corbett at the Selwyn Sports Centre, brought together 600 guests and featured local food suppliers and Kapa haka group Ngā Puāwai o Tawera.

This year saw 174 applicants across nine categories, with almost 5,000 votes cast for the People’s Choice Award, which was awarded to Ratana Italian Restaurant. Each category had five or six finalists, selected by an independent judging panel, with one winner chosen in each category. The Selwyn Awards 2025 were presented by Carter Group. Council acknowledges the support of all sponsors who made the event possible, and we acknowledge all nominees, finalists, and winners.

Westland Milk Products Factory

CE, Sharon Mason, and I had the opportunity to visit the Westland Milk Products Factory, where we were joined by Mr. Li, CEO of Yili New Zealand. Yili is making significant capital investments into the Rolleston factory with further plans in the coming years.

Selwyn Water Limited governance meeting

Later that day, we held our inaugural governance meeting between Selwyn Water and the Selwyn District Council. This meeting marked a constructive step forward in ensuring continued collaboration and effective oversight for the benefit of our district.

Inaugurate Onam Celebration

Attending Christchurch Kerala Association's 21st Onam Celebration was a joyful and delicious experience. The vibrant festivities brought together members of the community in a colourful display of tradition where I enjoyed performances and shared a meal of celebration. The event brought people together and highlighted the importance of tradition and connection in our growing multicultural district.

2. MEETINGS

2 nd August	Selwyn Awards Gala
5 th August	Audit and Risk Subcommittee meeting
6 th August	Finance and Performance Subcommittee meeting
7 th August	Upper Selwyn Huts Hearings
8 th August	Greater Christchurch Partnership Committee
12 th August	Visit Westland Milk Products Factory Selwyn Water Limited governance meeting
13 th August	Weedons Ross Road residents meeting
15 th August	Rewi Alley Celebration of 80th Anniversary end of World War 2 in China Food and Fibre Awards 2025 at Lincoln University
20 th August	Council meeting Citizenship ceremony
21 st August	Upper Selwyn Huts deliberations CMTE: Canterbury Regional Transport Committee Canterbury Mayoral Forum dinner
22 nd August	Canterbury Mayoral Forum meeting Canterbury Civil Defence Emergency Management meeting
23 rd August	Rolleston Volunteer Fire Brigade 25-year Gold Star award
27 th August	Councillor Briefing
29 th August	Prime Ministers lunch
30 th August	Attended Onam Celebration in Lincoln



Sam Broughton
MAYOR

REPORT

TO: Council

FOR: Council Meeting on 17 September 2025

FROM: Chief Executive Office

DATE: 1 September 2025

SUBJECT: **CHIEF EXECUTIVE'S REPORT**

RECOMMENDATION

'That Council receives the Chief Executive's report for information.'

1. PUBLIC FORUM

Council's response to the matters raised during the public forum at the August 2025 Council meeting is as follows

West Melton School – Bus Stops

Following the public forum presentation, Council staff from the Schools Road Safety and Road Safety Team are working with the school to deliver the solutions sought by the students at West Melton School. Work is being organised to provide a walkable, dry surface in place of the muddy berm, and as space is restricted, a modified shelter will be manufactured and installed over the bench.

2. LOCAL GOVERNMENT SYSTEM IMPROVEMENTS AMENDMENT BILL

We received feedback from four Councillors regarding the Local Government (System Improvements) Amendment Bill. Largely, the comments made were synonymous with those in the Canterbury Mayoral Forum's submission, so we have indicated our support for the Forum's position. Additional points raised from a Selwyn specific context have also been summarised and included in the final submission (**Appendix 1**), which was formally lodged on 27 August 2025.

3. RESOURCE MANAGEMENT (CONSENTING AND OTHER SYSTEM CHANGES) AMENDMENT ACT 2025

The Resource Management (Consenting and Other System Changes) Amendment Act 2025 (Amendment Act) took effect on 21 August 2025, being the second recent amendment to the RMA as part of 'Phase Two' of the Governments programme of resource management reform. The Council made a submission on the amendment in February this year as it went through the parliamentary process. The Amendment Act makes a number of discrete changes to the resource consents and compliance systems which our internal systems will need to implement. Some changes are made that give greater certainty to development of renewable energy and long-lived infrastructure through longer terms of consent and greater default lapsing periods. The Government originally proposed to require Councils nationally to take decisions on whether to retain or withdraw the medium density residential standards from district plans. This has now been removed in the Amendment Act as it was acknowledged that this would likely impose a costly plan change process on Councils, and it would be more efficient for these decisions to be left to Councils to make as part of plan making processes under the replacement resource management legislation.

As I mentioned in my previous report to Council, the Minister introduced amendments to the RMA late in the Parliamentary process to provide executive powers to make regulations to direct changes to be made to district plans where they would benefit economic growth, development capacity, or employment. A further amendment implemented the previously signalled requirement for Councils to implement a stop on planning processes and moratorium on advancing new plan changes until 31 December 2027. The reason for this is the Government is not wanting time and resource to be used on making changes to plans when the new resource management legislation will require new resource management plans to begin development within that timeframe. There are limited exemptions from this 'plan stop' requirement. The Council had been working on preparing a plan change that fixes a number of district plan provisions where implementation had identified issues that needed rectifying. An exemption pathway exists in the amendment, where a plan change will rectify plan provisions that have unintended consequences, are unworkable or lead to inefficient outcomes. An application to the Minister could be made for an exemption to the moratorium, if the pathway under the Ministers executive powers are found to not be an option.

4. SELWYN WATER LIMITED

Over recent months, we have been working closely with our teams and providing support throughout the establishment of Selwyn Water. A key part of this has been the staff consultation process, which started in June and is now complete.

Selwyn District Council is pleased to confirm that all staff offered roles with Selwyn Water Limited have accepted. From 1 September, these team members officially transfer to the new organisation. The team will continue to operate from Selwyn District Council headquarters in Rolleston while a permanent location is finalised.

This marks a key milestone in the establishment of Selwyn Water Limited, delivering drinking and wastewater services to around 30,000 households and over 8,000 businesses across New Zealand's fastest-growing district.

5. STANDARD CODE OF CONDUCT

As you might be aware the Minister for Local Government has developed a standardised code of conduct for the sector as part its work in respect of the Local Government (Systems Improvements) Bill. This was forwarded to Councillors for consideration and is attached as **Appendix 2a and 2b** to this report. Submissions are currently open for this Code of Conduct.

We have received feedback from one Councillor regarding the code, which expressed positive support, but noted that we will need to be cognisant of how it is implemented. As no other Councillors had comment at this time, Officers are not proposing to submit on the Code unless Councillors otherwise direct and delegate. If the Code is approved, Officers will come up with an implementation plan and report this back to the new Council.

6. ACKNOWLEDGEMENTS

On behalf of Council staff, I would like to extend our sincere thanks to the Mayor and Councillors for the unwavering support you have shown us over the past three years.

We would especially like to acknowledge our outgoing Councillors Grant Miller, Nicole Reid, Debra Hasson, Bob Mugford, Shane Epiha, and Malcolm Lyall for your dedication and service to your communities. We also wish to recognise our Taumutu representative, Ms Megen McKay, for her valued contributions throughout the term. Your collective efforts have been deeply appreciated and will be remembered fondly.

Together, we have navigated a significant workload and delivered a number of historic and ground-breaking projects in response to the District's continued strong growth.

As we look ahead, we remain committed to taking Selwyn to new heights. I am incredibly proud of what we have achieved together, and I know you share that pride. ride.



Sharon Mason
CHIEF EXECUTIVE OFFICER



Selwyn District Council Submission: Local Government (System Improvements) Amendment Bill

Introduction and Context

1. Selwyn District Council thanks the Governance and Administration Committee for the opportunity to provide feedback on the Local Government (System Improvements) Amendment Bill. The submission represents the collective opinion of the Council and focuses on issues from the perspective of a territorial authority.
2. The Selwyn District (the district) is a territorial authority in Te Waipounamu | South Island and covers 6,400km² embodying ki uta ki tai, from the mountains to the sea. Te Taumutu Rūnanga and Te Ngāi Tūāhuriri Rūnanga have the predominant takiwā interests, both of whom are papatipu rūnanga that form part of the governing body of Ngāi Tahu.
3. The Selwyn district has experienced unprecedented growth, change and development in recent decades, and so far, Council has responded well to the pressures and opportunities this growth entails. Continued growth of the Selwyn District is expected into the future, which will need to be supported by appropriate regulatory system settings if Selwyn is to achieve its long-term vision of “A liveable, innovative and connected Waikirikiri Selwyn, filled with opportunity and prosperity.”
4. Council acknowledges the Government’s intent to reduce pressure on council rates and improve efficiency and accountability. These goals align with Selwyn’s commitment to prudent financial management, as demonstrated through our Long-Term and Annual Plan processes.

Background

5. The Local Government (System Improvements) Amendment Bill’s primary purpose is to reduce the pressure on council rates. This purpose is said to be achieved by focusing on five key areas. These include refocusing the purpose of local government, better measuring and publicising council performance, prioritising core services in council spending, strengthening council transparency and accountability and providing regulatory relief to councils.
6. The Canterbury Mayoral Forum (CMF), comprising the mayors of the ten territorial authorities in Canterbury and the Chair of the Canterbury Regional Council, have made a submission on the proposed Bill.

General comments

7. Selwyn District Council supports the submission made by the Mayoral Forum, specifically noting that local government must operate more efficiently, reduce expenditure, and live within its means, while maintaining a focus on delivering essential services to communities.
8. The key submission points made by the Mayoral Forum include the following:
9. The Bill’s intent to focus local government spending on core services, especially during a time of economic pressure is supported, and acknowledges the distinct roles of regional councils and territorial authorities. However, it raises concerns about the Bill’s use of vague terminology, including “cost-effective for households and businesses” and the potential misalignment between core services and community wellbeing, which the CMF believes are interconnected and should be treated as mutually reinforcing.
10. While the Forum’s submission appreciates that councils retain the discretion to fund activities beyond the defined core services, it emphasizes the importance of transparency and accountability in spending decisions. It also cautions against underinvestment in critical infrastructure, noting that a rates cap may



worsen existing funding gaps, and calls for a broader review of how essential services are financed. The Forum supports proactive transparency measures already in place and advocates for more collaborative approaches between central and local government, especially regarding policy changes that impose costs on councils. It makes note of the administrative burden and cost of adapting to shifting government priorities, urging a bipartisan approach to ensure consistency and stability is maintained.

11. The CMF opposes the removal of the requirement to consider tikanga Māori knowledge in appointing directors to council-controlled organisations, viewing it not as regulatory excess but as a valuable inclusion.

Selwyn Context

12. In addition to the points made in the Mayoral Forum submission, Selwyn Council wishes to highlight the following points which have particular importance or relevance to our district's context.
13. Selwyn would like to see greater clarity on the definition of core services. Examples of services not explicitly identified in the Bill's definition include "community facilities" and "local public service." A more exhaustive list of definitions including (but not limited to) "good quality infrastructure" (clause 6) and "reasonably necessary" (clause 12) is also recommended of the Bill.
14. While it is considered that a statutory mandate focused on core services will help councils be fiscally prudent, Selwyn District Council does caution against any measures that would functionally constrain council revenue without addressing the structural cost drivers of rates. We note that infrastructure investment, particularly in high-growth districts, is a key contributor to rates increases and must be supported by sustainable funding mechanisms. We recommend that any fiscal discipline measures be accompanied by a comprehensive review of infrastructure financing tools, and that reforms be approached in a bipartisan manner to ensure long-term stability and sector confidence.
15. Selwyn Council welcomes the direction on improved transparency, including performance reporting on areas such as consultants spend. It is noted that this mandatory reporting must be easy for ratepayers to access and understand (plain language, clear financial breakdowns).
16. Finally, Council supports the principle of requiring councils to demonstrate a clear rationale, such as a cost-benefit analysis, before proceeding with non-core projects. We recognise the value of non-core services where they contribute to positive social or environmental outcomes and help reduce long-term costs. A structured approach to assessing these initiatives can support more informed decision-making and resource allocation.

Closing Statement

17. The Council thanks you for the opportunity to provide this submission. For any clarification or discussion on point within this submission, please contact Selwyn District Council's Strategy Planner –Jack Davis jack.davis@selwyn.govt.nz, strategy@selwyn.govt.nz

Nāku noa, nā

On behalf of the Selwyn District Council

A handwritten signature in black ink, appearing to be 'S Broughton'.

Sam Broughton

Mayor of Selwyn | Koromatua o Waikirikiri

From: [Steve Gibling](#)
To: [Councillors](#)
Cc: [Sharon Mason](#); [Julie Hands](#); [Therese Davel](#)
Subject: Feedback on proposed draft code of conduct
Date: Friday, 29 August 2025 7:15:22 am

Kia ora Councillors,

As you might be aware the Minister for Local Government is developing a standardised code of conduct for the sector as part its work in respect of the Local Government (Systems Improvements) Bill.

Local Government Commission have now released a draft code of conduct and are asking for submission before 26 September. The draft code can be found here: [Local government codes of conduct - Local Government Commission](#)

Officers will bring a paper to 17 September meeting for Council to confirm if SDC should submit and the areas for submission.

We would appreciate if you have any comments you think should be considered for a submission if you could forward these to Therese Davel (therese.davel@sdc.govt.nz) prior to 6 September. We will use these to form the basis of the paper for Council.

Julie or I are happy to discuss any questions you might have.

Nga mihi
Steve

Steve Gibling

EXECUTIVE DIRECTOR – STRATEGY, ENGAGEMENT AND CAPABILITY

+64 27 200 1441

DRAFT STANDARD CODE OF CONDUCT

PART 1

PRELIMINARY

Introduction

1. Clause 15, Schedule 7 of the Local Government Act 2002 provides that the Secretary for Local Government may approve and issue a Code of conduct to apply to members of local authorities, local boards and community boards. Clause 15(4) provides that's members must comply with the Code of conduct.¹
2. The Code of conduct must set out:
 - (a) understandings and expectations adopted by the local authority about the manner in which members may conduct themselves while acting in their capacity as members, including—*
 - (i) behaviour toward one another, staff, and the public; and*
 - (ii) disclosure of information, including (but not limited to) the provision of any document, to elected members that—*
 - (A) is received by, or is in the possession of, an elected member in his or her capacity as an elected member; and*
 - (B) relates to the ability of the local authority to give effect to any provision of this Act; and*
 - (b) a general explanation of—*
 - (i) the [Local Government Official Information and Meetings Act 1987](#); and*
 - (ii) any other enactment or rule of law applicable to members.*
3. This document sets out the Code of conduct provided for in Clause 15, Schedule 7 of the Act.

¹ This paragraph and paragraph 2 reflect the wording of clause 15 as proposed to be amended by the Local Government (System Improvements) Amendment Bill. It is possible that this wording may alter as a result of Parliament's consideration of the Bill.

Application

4. This Code applies to:
- Members of the governing body of a local authority
 - Members of a local board
 - Members of a community board
 - Members of a committee or sub-committee appointed under clause 31(3), [Schedule 7](#) of the Local Government Act 2002 or pursuant to another Act,
- while acting in their capacity as a member of a local authority, local board, community board, committee or sub-committee.

Interpretation

5. In this Code:

Complainant means a person who has made a complaint

Council group means a local authority and its related local boards, community board, committees and sub-committees

Investigator means a person appointed to investigate and determine a complaint appointed from outside the membership and employees of a local authority.

Member means a member of a local authority, local board, committee or sub-committee, and includes a Mayor or a Chairperson.

Respondent means a member who is the subject of a complaint

PART 2

EXPECTATIONS AND BEHAVIOURS OF MEMBERS

General expectations of members

6. The Mayor or the Chairperson of a local authority is expected to take a lead in developing and maintaining a constructive culture amongst the members of that council.
7. Members are expected to:
- contribute to developing and maintaining a constructive culture amongst the members of the local authority, board, committee or sub-committee of which they are a member
 - use their best endeavours to resolve issues outside of the Code of conduct complaints process
 - attend any induction programmes organised by the local authority for the purpose of facilitating agreement on Council's vision, goals and objectives and the manner and operating style by which members will work

- take part in any assessment or evaluation of Council's performance and operating style
- take all reasonable steps to acquire and maintain the required skills and knowledge to effectively fulfil their declaration of office and contribute to the good governance of the [Region/City/District/Local Board Area/Community].

Te Tiriti o Waitangi

8. Members are expected to operate and make decisions in manner that recognises and respects the significance of Te Tiriti o Waitangi taking into account the following principles²:

- Tino Rangatiratanga: The principle of self-determination provides for Māori self-determination and mana motuhake. This requires local authorities to be open to working with mana whenua partners in the design and delivery of their work programmes,
- Partnership: The principle of partnership implies that local authorities will seek to establish a strong and enduring relationship with iwi and Māori, within the context of iwi and Māori expectations. Kaunihera should identify opportunities, and develop and maintain ways for Māori to contribute to kaunihera decisions, and consider ways kaunihera can help build Māori capacity to contribute to council decision-making,
- Equity: The principle of equity requires local authorities to commit to achieving the equitable delivery of local public services,
- Active protection: The principle of active protection requires local authorities to be well informed on the wellbeing of iwi, hapū and whanau within their respective rohe,
- Options: The principle of options requires local authorities to ensure that its services are provided in a culturally appropriate way that recognises and supports the expression of te ao Māori.

Behaviours

9. Clauses 10 to 12 of the Code sets out understanding and expectations about the manner in which members should conduct themselves while acting in their capacity as members.

Trust

10. Members will:

- make decisions on their merits, in the interests of the public and unaffected by illegitimate considerations such as personal interest or other duties or relationships
- disclose personal and outside interests, relationships and duties

² Sourced from the [LGNZ Code of Conduct template 2022](#).

- declare a conflict of interest and step aside from a decision where they are unable to approach a decision on its merits or it might appear that they will not approach a decision on its merits, in the interests of the public and unaffected by a personal or outside interest, relationship or duty
- when making decisions, have an open mind to the views of others and to alternatives, and be prepared, despite any predisposition they may have, to change their mind
- ensure that they are not under an obligation to those who might inappropriately try to influence them in the performance of their duties
- be accountable for the decisions they make and enable appropriate public scrutiny
- make an equitable contribution, including attending meetings and workshops, preparing for meetings, attending civic events, and participating in relevant training seminars
- act and make decisions openly and transparently
- be truthful and demonstrate honesty and integrity
- use council resources prudently and lawfully and not for their own purposes
- uphold the law, and promote and support high standards of conduct by leadership and example
- comply with the policies and protocols adopted with the Code.

Respect

11. Members will:

- respect the people they work with
- interact with other elected members, staff and the public in a way that:
 - encourages mutual respect and maintains the dignity of each individual
 - recognises others' roles and responsibilities
 - is inclusive
 - enables the co-existence of individual and collective responsibility
 - allows for robust discussion and debate focusing on issues rather than personalities
 - is not derogatory
 - encourages thoughtful analysis
 - maintains public confidence in the office to which they have been elected
 - is open and honest
 - maintains the confidentiality of confidential information provided to them.

Policies

12. Members are expected to be aware of and comply with the policies of the local authority listed below:

A local authority may include here a policy or similar document dealing with any of the following matters:

- *Conflicts of interest*

- *Confidential information*
- *Working with staff*
- *Election year policy*
- *Communications policy*
- *Media protocols*
- *Social media guidelines*
- *Governance role and responsibilities*
- *Expenses policy*

PART 3

BREACHES AND COMPLAINTS

Breaches of the Code

13. A breach of this Code occurs if:
- One or more of the principles listed in paragraphs 10 to 11 are breached
 - A policy listed in paragraph 12 is breached.

COMPLAINTS

Who may make a complaint?

14. Complaints about an alleged breach of the Code by a member may be made by:
- Members of a local authority, local board, community board, committee or sub-committee
 - An employee of a local authority
 - A member of the public

Making a complaint

15. Where a person listed in paragraph 14 believes that a member has breached the Code that person may make a complaint.
16. A complaint must be made in writing and lodged with the Chief Executive, and:
- Describe the breach
 - Reference the part of the Code which is alleged to have been breached
 - Provide evidence of the alleged breach; and
 - Provide evidence of any attempts to resolve the breach prior to the complaint having been lodged.

Member's capacity

17. A complaint must relate to the conduct of a member while acting in their capacity as a member.

18. For the avoidance of doubt, this Code applies to any interaction between a member and an employee of a local authority where:
- The member is acting in a personal capacity; and
 - The employee is employed by the local authority forming part of the council grouping the member relates to.

PRINCIPLES AND MATERIALITY

Principles for dealing with complaints

19. Complaints will be considered and dealt with in accordance with the following principles:
- The approach for investigating and assessing a complaint will be proportionate to the apparent seriousness, nature and complexity of the alleged breach.
 - The concepts of natural justice, fairness and reasonableness will apply in the determination of any complaints made under this Code.

Information privacy principles

20. When receiving or collecting information about a complaint or when providing information about a complaint the Chief Executive and the investigator shall apply the information privacy principles set out in [section 22](#) of the Privacy Act 2020.

Materiality

21. An alleged breach under this Code is material if, in the opinion of an investigator, it would if proven, bring a member or the local authority into disrepute or, if not addressed, reflect adversely on another member of the local authority.
22. The following may be taken into account when assessing materiality:
- The conduct was not stopped on request
 - The conduct appeared to be intentional, malicious or motivated by ill-will
 - The conduct caused serious harm, such as reputational harm for an individual or organisation, bringing the local authority into disrepute
 - There has been an ongoing pattern of breaches
 - Even though the conduct complained of occurs on only one or two occasions it represents a major departure from expected standards.
23. The following types of conduct shall be dealt with by an investigator as if they were material:
- participating in a decision where the member has been formally advised through the 'conflict of interest' provisions Part 4 of this Code that a conflict of interest exists
 - bullying, aggressive or offensive behaviour
 - discrimination
 - undermining the role of other elected members

- misrepresentation of the statements or actions of others
- disclosure of confidential information
- misuse of council resources
- harassment, including
 - violent threats or language directed against another person
 - discriminatory jokes and language
 - posting sexually explicit or violent material
 - posting (or threatening to post) other people's personally identifying information
 - personal insults
 - unwelcome sexual attention
 - advocating for, or encouraging, any of the above behaviour
- publicly criticising staff or calling into question their professionalism or integrity.

PROCESS FOR DEALING WITH COMPLAINTS

Chief Executive receives complaint

24. On receipt of a complaint under this Code the Chief Executive will refer the complaint to an investigator. The Chief Executive will also:
- inform the complainant that the complaint has been referred to the investigator and the name of the investigator, and refer them to the process for dealing with complaints as set out in the Code
 - inform the respondent that a complaint has been made against them, the name of the investigator and remind them of the process for dealing with complaints as set out in the Code.

Investigator makes preliminary assessment

25. On receipt of a complaint the investigator will undertake a preliminary assessment to determine the relative merit and seriousness of the alleged breach and the nature of the subsequent process that will be followed. The investigator will consider whether:
- the complaint is trivial, vexatious, frivolous, not made in good faith or politically motivated and should be dismissed
 - the complaint is without substance, or does not appear to be a breach of the Code and should be dismissed
 - the complaint is relatively minor and no further action is necessary
 - the complaint is outside the scope of the Code and should be re-directed to another agency or process
 - The complaint is not material and should be referred to the Mayor or Chairperson to be dealt with under paragraph 33
 - The complaint should in the first instance be dealt with by mediation
 - the complaint is material and a full investigation is required.

26. Factors that can be considered when determining if a complaint is trivial, frivolous, vexatious, not made in good faith, or without substance include whether complaints are intended to:
 - intimidate or harass another member or employee
 - damage another member's reputation
 - obtain a political advantage
 - influence the council in the exercise of its functions or to prevent or disrupt the exercise of those functions
 - avoid disciplinary action under this Code
 - prevent or disrupt the effective administration of this Code.
27. In making the assessment the investigator may make whatever initial inquiry is necessary to determine their recommendations, including interviewing relevant parties.
28. Subject to clause 29, a full copy of the complaint will be provided to the respondent which will include the name of the complainant.
29. Where appropriate and having considered relevant matters such as natural justice obligations, legal issues, privacy issues and potential prejudice to the future supply of complaint information the investigator may:
 - Decline to provide a copy of the complaint to the respondent; or
 - Provide a redacted copy of the complaint to the respondent.

Outcomes of preliminary assessment

30. Where an investigator determines that a complaint is trivial, vexatious, frivolous, or politically motivated, the complaint may be dismissed. The Chief Executive will advise both the complainant and the respondent of the investigator's decision.
31. Where the investigator finds that the complaint involves a potential legislative breach and/or is outside the scope of the Code, they may recommend that it should be re-directed by the Chief Executive to another agency or process. The Chief Executive will advise both the complainant and the respondent of the investigator's decision.
32. If the complaint is not dismissed or redirected, the investigator may initiate any of the following processes:
 - referral to the Mayor or Chairperson
 - mediation
 - a full investigation

Referral to Mayor or Chairperson

33. If the subject of a complaint is found to be non-material (not serious) and not amenable to mediation, the investigator will inform the Chief Executive and suggest that the respondent is referred to the Mayor or Chairperson for advice and guidance. A meeting or meetings with the Mayor or Chairperson will be regarded as sufficient to resolve the complaint. The investigator may also recommend a course of action appropriate to the breach for the Mayor or Chairperson's consideration, such as:
 - that the respondent attend appropriate courses or programmes to increase their knowledge and understanding of the matters resulting in the complaint
 - that the respondent work with a mentor for a period
 - that the respondent tenders an apology to the complainant.
34. The Chief Executive will advise both the complainant and the respondent of the investigator's decision and any recommendations, neither of which are open to challenge.
35. The outcomes of any referral to the Mayor or Chairperson will be confidential and, other than reporting that a complaint has been resolved through referral to the Mayor or Chairperson for guidance, there will be no additional report to council.

Mediation

36. If the complaint concerns a dispute between two members, or between a member and another party, the investigator may recommend mediation.
37. The investigator will contact the parties and seek their agreement to independently facilitated mediation.
38. If the parties agree and the issue is resolved by mediation the matter will be closed and no further action is required. The outcomes of any mediation will be confidential and, other than reporting that a complaint has been resolved through mediation, there will be no additional report to council unless the complaint is referred for further investigation due to a failure of the mediation process.
39. The investigator will use their best endeavours to resolve a complaint through mediation before determining that a complaint is to be resolved through an investigation.

Referral for full investigation by investigator

40. If the subject of a complaint is found by the investigator to be material or if no resolution can be reached through mediation and/or mediation is refused by the complainant or the respondent, the investigator will inform the Chief Executive that the matter should proceed to full investigation and the Chief Executive will inform the complainant and respondent.

Investigator to undertake full investigation

41. Where a complaint proceeds to full investigation the investigator will undertake an investigation appropriate to the scale of the seriousness of the alleged breach and in doing that may:

- consult with the complainant, respondent, and any directly affected parties
 - undertake a hearing with relevant parties
 - refer to any relevant documents or information.
42. Following an investigation the investigator may uphold the complaint in whole or in part, or dismiss the complaint.
43. Where a complaint is upheld, the investigator will also determine whether to impose any of the following sanctions³ on the member:
- a requirement to apologise and, if applicable, withdraw remarks
 - a requirement to make a public statement correcting or clarifying previous remarks
 - a requirement to undertake specified training or personal development
 - suspending the elected member from committees or other representative bodies
 - requiring the member to seek guidance from the chairperson or a mentor
 - for a nominated period, restrict the member's access to council staff (other than the Chief Executive or their specific nominees) and/or to council offices or parts of council offices.
44. In deciding whether to impose a sanction, and what the sanction should be the investigator must take into account the materiality of the breach.
45. Following the investigation, the investigator will provide the Chief Executive with a report on the findings of the investigation and any sanctions that are imposed on the respondent.
46. The Chief Executive will within 2 weeks of having received it provide the report to the complainant, respondent, and the relevant local board or governing body for information purposes only.
47. There is no right of appeal of any decision made by the investigator.

Public disclosure of complaints and outcomes

48. The public interest in the accountability of elected members needs to be balanced against the requirements of natural justice and privacy. The outcomes of complaints relating to non-material breaches will not be publicly reported by the council, except in an anonymised form for the purpose of sharing good practice.
49. Where the complaint relates to a material breach of the Code, the investigator will determine whether the outcome of the investigation, or the report, should be publicly reported (having regard to [Local Government Official Information and Meetings Act 1987](#)). If such information is publicly reported, compliance with any sanctions imposed by the investigator will also be publicly reported.

³ The terms of reference given by the Minister of Local Government exclude from the Commission's consideration (1) disqualification from office as a potential penalty; (2) creation of offences. These issues, along with the wider issue of sanctions, are being considered by the Department of Internal Affairs and the Department's work may result in proposals to amend the legislation in relation to disqualification and offences. This part of the draft Code may require change after the outcome of the Department's work is known.

After a complaint has been dealt with

50. After a complaint has been dealt with:

- Members should reflect on how to rebuild any relationships impacted by the cause of a complaint
- The Chief Executive shall consider whether there are administrative actions that can be taken to help ensure that the causes of a complaint are less likely to occur in the future or that the negative impacts of those causes can be better mitigated.

PART 4

CONFLICTS OF INTEREST

51. Members are expected to:

- Maintain a clear separation between their personal interests and their duties as members in order to ensure they are free from bias or predetermination (either real or perceived) when making decisions
- Familiarise themselves with the provisions of the Local Authorities (Members' Interests) Act 1968 in relation to pecuniary interests
- Familiarise themselves with the policies and protocols of the local authority relating to conflicts of interest
- Identify actual or perceived conflicts of interest existing in relation to a matter they may make decisions on, and taking appropriate action to ensure they do not compromise the decisions of the local authority, board or committee they are a member of
- Seek advice from the Chief Executive or other appropriate officer of the council about conflict of interest issues.

52. Where an alleged breach of the Code relates to a conflict of interest, the Chief Executive will inform the respondent of the complaint and arrange for the member to receive advice from the Chief Executive on the conflict of interest.

53. The Chief Executive will inform the complainant that advice on the matter has been sought. The complainant will not have any further involvement in the complaint following this.

54. The advice is provided to the member and to the governing body (in relation to a complaint against a governing body member), or the local board or community board (in relation to a complaint against a member of a local board) or community board.

55. If the advice is that it would be reasonable to conclude that the member has a conflict of interest, they are required to declare the conflict and recuse themselves from any future decision on that matter to which the conflict of interest relates and while the interest continues to exist. If the elected member does not take that action, the matter will be referred to an Investigator who will consider whether it should be investigated as a material breach of the Code.

PART 5

RIGHTS AND OBLIGATIONS OF MEMBERS

56. This Part of the Code provides an outline:

- of members' rights and obligations
- the ability of members to access information as part of their role.

Obligations of members

57. The obligations of members include:

- Taking responsibility for ensuring they understand their roles and responsibilities and this Code, and attending any appropriate training opportunities provided by the local authority
- Attending all meetings (including external organisations to which they are appointed), workshops and working groups
- Coming to meetings prepared, including having read relevant material
- Seeking personal and skill development opportunities to effectively fulfil their statutory declaration of office and contributing to the good governance of the local authority
- Ensuring that pecuniary interest returns are provided in an accurate and timely manner.

Rights of members

58. The rights of members include:

- subject to any conflicts of interest identified:
 - the right to attend and participate in any meeting of the local authority, local board, community board, committee or sub-committee they are a member of
 - the right to vote on decisions to be made by the local authority, local board, community board, committee or sub-committee
- the same rights as members of the public to request information under the [Local Government Official Information and Meetings Act 1987](#).
- the right, under section 26A of the Local Government Act 2002 to access information held by the local authority.⁴

Access to information

59. Section 26A of the Local Government Act 2002 sets out the entitlement of members access to documents held by local authority. These are that:

- (1) *A member of a local authority is entitled to have access to documents held by the local authority that are reasonably necessary to enable the member to effectively perform their duties as a member of the local authority.*
- (2) *A member of a local authority may request access to the documents specified in subclause (1) from the Chief Executive of the local authority.*

⁴ The ability for members to access information under section 26A is proposed to be included in the Local Government Act 2002 by the Local Government (System Improvements) Amendment Bill.

PART 6

FREEDOM OF EXPRESSION

60. This Part of the Code provides an explanation of how freedom of expression as guaranteed by the New Zealand Bill of Rights Act 1990 applies, including the limits placed on this right by other statutes such as the incitement provisions of the Human Rights Act 1993.
61. [Section 14](#) of the New Zealand Bill of Rights Act 1990 provides that:
- Everyone has the right to freedom of expression, including the freedom to seek, receive, and impart information and opinions of any kind in any form.*
62. The Code of conduct is not a means of preventing members from expressing their personal views provided they are clearly signalled as personal views. Rather the Code is designed to permit robust debate and the expression of a variety of points of view by providing a framework to ensure that debate is conducted in a civil and respectful way.
63. The right to freedom of expression should be used responsibly and not be used to breach the Code in a manner that is, for example, disruptive or derogatory.
64. Some Acts contain specific limitations to the freedom of expression. These include limitations relating to:
- Discrimination causing racial disharmony, [section 61, Human Rights Act 1993](#)
 - Communication constituting sexual harassment, [section 62, Human Rights Act 1993](#)
 - Communication constituting racial harassment, [section 63, Human Rights Act 1993](#)
 - Communication Inciting racial disharmony, [section 131, Human Rights Act 1993](#)
 - Offensive behaviour or language, [section 4, Summary Offences Act 1981](#)
 - Posting a digital communication with the intention it causes harm to a victim, [section 22, Harmful Digital Communications Act 2015](#)
 - Privacy breaches under the Privacy Act 2020, including those causing interference with the privacy of an individual, as described in [section 69](#) or breaches that either have caused or are likely to cause anyone serious harm as described in [section 112](#)
 - In relation to offers of stocks or bonds, disclosure of information that breaches the [Financial Markets Conduct Act 2013](#), in particular [Part 2](#) relating to fair dealing, [Subpart 2 of Part 5](#) relating to insider trading, and [Subpart 3 of Part 5](#) relating to market manipulation
 - The [Defamation Act 1992](#), which gives individuals the right to seek remedy against false statements that could harm reputation.

PART 7

GENERAL EXPLANATION OF ENACTMENTS

Explanations similar to those set out in the [LGNZ Code of Conduct template 2022](#) for:

- *Local Government Act 2002*
- *Local Government Official Information and Meetings Act 1987*
- *Local Authorities (Members' Interests) Act 1968*
- *Protected Disclosures (Protection of Whistleblowers) Act 2022*
- *Serious Fraud Act 1990*
- *Local Government (Pecuniary Interests Register) Act 2022*
- *Health and Safety at Work Act 2015*
- *Harmful Digital Communications Act 2015*

REPORT

TO: Council

FOR: Council Meeting – 17 September 2025

FROM: Chief Executive

DATE: 1 September 2025

SUBJECT: END OF 2022 – 2025 TRIENNIUM MATTERS

RECOMMENDATION

'Council resolves that:

(a) *from the day following the Electoral Officer's declaration (on or about 11 October 2025), until the new Council is sworn in October 2025:*

1. *the Chief Executive is authorised to make decisions in respect of urgent matters, in consultation with the Mayor elect; and*
2. *all decisions made under this delegation will be reported to the first ordinary meeting of the new Council; and*
3. *delegations of the Chief Executive and Mayor-elect do not extend to the declaration of Civil Defence emergencies unless the first meeting of the new Council is called earlier than 22 October 2025 by the Chief Executive, as is set out under clause 21(3) of Schedule 7 of the Local Government Act 2002; and*
4. *notes that as per Clause 30(7), Schedule 7 of the Local Government Act 2002 a committee, subcommittee, or other subordinate decision-making body is, unless the local authority resolves otherwise, deemed to be discharged on the coming into office of the members of the local authority elected or appointed at, or following, the triennial general election of members next after the appointment of the committee, subcommittee or other subordinate decision-making body; and*

(b) *receives the following unconfirmed minutes, for information.'*

MEETING NAME	DATE
<i>Audit and Risk Subcommittee meeting</i>	<i>5 August 2025</i>
<i>Finance and Performance Committee</i>	<i>6 August 2025</i>

1. DELEGATIONS DURING THE INTERREGNUM

Elected members leave and take office in accordance with sections 115 and 116 of the Local Electoral Act 2001. These provisions confirm that current members remain in office until newly elected members take office, which occurs the day after the official result is publicly declared (see: s115(1)). In effect, this means outgoing members vacate office at the same time incoming members assume their roles.

However, Clause 14(1) of Schedule 7 of the Local Government Act 2002 provides that no person may act as a member until they have made the required oral declaration at a meeting of the local authority. This means that while newly elected members officially take office the day after the result is declared, they cannot exercise their powers until they are sworn in.

Until that point, existing elected members retain the authority to act on behalf of the Council, including signing documents and making decisions. In practice, however, councils often defer non-urgent decisions to the incoming Council where appropriate.

During the interim period between polling day and the inaugural Council meeting (scheduled for 22 October 2025), urgent matters may arise that require decisions. To ensure continuity and responsiveness, it is recommended that Council adopt a resolution delegating broad authority to the Chief Executive to act on behalf of the Council during this transitional phase. This delegation is in addition to existing delegations and is intended to ensure the Chief Executive can respond effectively to any unforeseen or emergency circumstances.

At today's meeting, Council will be asked to approve this temporary delegation to support efficient and uninterrupted operations during the transition.

Emergency events during local government elections

Following a local election, there may be no-one available to declare an emergency as members cannot act as an elected representative until they are sworn in (clause 14, schedule 7 of the Local Government Act 2002).

Therefore, if an emergency arises following a local election, but before members are sworn in and emergency powers are needed, a state of local emergency can be declared as follows:

- (a) The Minister of Civil Defence can declare a state of emergency for a CDEM Group area, or any district or ward within that area (s69 of the Civil Defence Emergency Management Act 2002); or
- (b) In circumstances that provide a period of warning, such as an impending weather event, a Council meeting may be called as soon as practicable to have the new Council sworn in (clause 21(3)), Schedule 7 of the Local Government Act 2002) allowing the Mayor to declare a State of Emergency under s25(5) of the Civil Defence Emergency Management Act 2002).

2. MINUTES OF THE FINAL COUNCIL AND COMMITTEE MEETINGS

Council's Standing Order clause 28.4 sets out that the Chief Executive and the relevant Chairperson must sign the minutes of the last meeting of the local authority and community board prior to the next election of members. This process is also followed for Committees of Council.

The Chair of each Committee or Subcommittee, the Chairperson of the Malvern Community Board, and the Mayor will be responsible for the authentication and signing of their relevant set of minutes prior to the 11 October 2025 election. Minutes will also be authenticated and co-signed by the Chief Executive.

Minutes of today's meeting – including any Discretionary Fund meetings – will be circulated for approval prior to the end of the current Triennium and will be signed by the Mayor and Chief Executive.

3. DISCHARGE OF COUNCIL COMMITTEES

Clause 30(7), Schedule 7 of the Local Government Act 2002 states that:

A committee, subcommittee, or other subordinate decision-making body is, unless the local authority resolves otherwise, deemed to be discharged on the coming into office of the members of the local authority elected or appointed at, or following, the triennial general election of members next after the appointment of the committee, subcommittee or other subordinate decision-making body.

Unless Council resolves otherwise at today's meeting, all committees, subcommittees and other subordinate decision-making bodies are deemed to be discharged on the coming into office of the new Council.



Sharon Mason
CHIEF EXECUTIVE OFFICE

COUNCIL REPORT

TO: Council

FOR: 17 September 2025

FROM: Sam Sharland, School Road Safety Advisor
Ravi Venugopal, Road Safety Engineer

DATE: 5 September 2025

SUBJECT: **SAFER SPEEDS FOR SELWYN: SETTING SPEEDS TO SUPPORT GROWTH EXPANSION**

KĀ KUPU TŪTOHU | RECOMMENDATION

‘That the Council,

- a) approves the proposed changes to speed limits on selected roads within the Waikirikiri Selwyn District, as outlined in this report.*
- b) endorses the submission of the approved changes to NZ Transport Agency Waka Kotahi for their consideration and final approval, in accordance with the Land Transport Rule: Setting of Speed Limits 2024.’*

1. KAUPAPA WHAITAKE | PURPOSE

The purpose of this report is to seek Council approval to implement speed limit changes on selected roads within the Waikirikiri Selwyn District. Following Council approval, the proposed changes will be submitted to NZ Transport Agency Waka Kotahi for their consideration and approval.

2. TĀHUHU KŌRERO | HISTORY/BACKGROUND

As Waikirikiri Selwyn continues to grow, many roads that were once rural now accommodate residential dwellings and serve as key connections between housing developments, schools, and businesses.

This shift in land use brings new challenges for road safety. Lowering speed limits in the right locations helps reduce the risk of serious crashes and supports a safer, more connected community. These changes respond to increased urban development and identified safety concerns, and are intended to support a safer, more efficient transport network.

The proposed changes have been developed under the **Land Transport Rule: Setting of Speed Limits 2024**, using the **Alternative Method** process. This approach enables targeted speed limit adjustments where there are urgent safety concerns or inconsistencies with current road use.

These changes are designed to:

- Support ongoing growth and evolving land use
- Improve safety for all road users
- Maintain the efficiency of the transport network

While speed is not the sole cause of crashes, it significantly influences the severity of outcomes. Reducing speeds in high-risk areas is a key part of the Council's commitment to building a safer, more liveable community.

The locations identified for speed limit changes were selected based on several key factors. Many roads are expected to undergo transformation due to urban growth over the next two years, as outlined in the **Partially Operative District Plan (PODP)**. In these areas, existing speed limits will no longer be appropriate. Additionally, some roads are already experiencing increased traffic and changing usage patterns due to new housing developments and infrastructure projects, such as the **Rolleston Access Improvements**, which are reshaping how these roads function.

While it may seem clear that speed limits should be reduced where residential properties are now located on previously higher-speed roads, such as lowering limits from 100km/h to 50km/h, the consultation process has highlighted a key challenge. A significant portion of the community has expressed opposition to the proposed changes, including many submitters who do not reside on the affected roads. This raises concerns about the relevance of their feedback in shaping decisions that primarily impact local residents.

It is also important to note that a considerable number of submitters selected "strongly oppose" across the board, which has disproportionately influenced the overall consultation feedback. This trend suggests that the totalled opposition may not accurately reflect the views of those most directly affected.

Most of these proposed speed limit changes are being driven by new developments and the installation of roading infrastructure, such as roundabouts, which require safer and more appropriate speed environments to ensure the safety of all road users.

3. TĀPAETAKA KŌRERO | PROPOSAL

Road (Include the start and end locations)	Existing speed limit (km/h)	Proposed speed limit (km/h)	Year of commencement	Road Classification	Why Speed Limit Reduction Proposed?
Hamptons Road from a point generally 300m North-West of Springs Road to a point 195m South-East of Shands Road.	80	60	2025	Urban connector	Residential Development - Urban Traffic Area Extension, Speed limit change is necessary to support upcoming infrastructure changes.
Boundary Road from a point generally 300m South-East of Springs Road to a point generally 725m South-East of Springs Rd	80	50	2026	Urban connector	Lincoln Reserve Extension Project - Urban Traffic Area Extension, Speed limit change is necessary to support upcoming infrastructure changes.
Walkers Road from intersection of SH1 to 100m North of Two Chain Road	100	60	2027	Peri-urban	Rolleston Access Improvements Project & Industrial Area Development, Speed limit change is necessary to support upcoming infrastructure changes.
Two Chain Road from a point generally 60m West of Wards Road to a point generally 100m West of Walkers Road	100	60	2027	Peri-urban	Rolleston Access Improvements Project & Industrial Area Development, Speed limit change is necessary to support upcoming infrastructure changes.

Road (Include the start and end locations)	Existing speed limit (km/h)	Proposed speed limit (km/h)	Year of commencement	Road Classification	Why Speed Limit Reduction Proposed?
Runners Road from intersection of Two Chain Road to end of formed section of road	100	60	2027	Peri-urban	Rolleston Access Improvements Project & Industrial Area Development - Urban Traffic Area Extension
Springston Rolleston Road from a point generally 60m South of Dynes Road to a point generally 60m South of Selwyn Road	60	50	2025	Urban connector	Residential Development - Urban Traffic Area Extension, Speed limit change is necessary to support upcoming infrastructure changes.
Selwyn Road from a point generally 80m South-West of East Maddisons Road to a point 80m South of Lincoln Rolleston Road.	60	50	2026	Urban connector	Residential Development - Urban Traffic Area Extension including new high school campus, Speed limit change is necessary to support upcoming infrastructure changes.
Selwyn Road from a point generally 80m South of Lincoln Rolleston Road to a point 130m North-East of Lincoln Rolleston Road.	80	50	2026	Urban connector	Residential Development - Urban Traffic Area Extension including new high school campus, Speed limit change is necessary to support upcoming infrastructure changes.
Selwyn Road from a point generally 80m South-West of East Maddisons Road to a point 80m South-West of Goulds Road.	80	50	2026	Urban connector	Residential Development - Urban Traffic Area Extension including new high school campus, Speed limit change is necessary to support upcoming infrastructure changes.

Road (Include the start and end locations)	Existing speed limit (km/h)	Proposed speed limit (km/h)	Year of commencement	Road Classification	Why Speed Limit Reduction Proposed?
Selwyn Road from a point generally 80m South-West of Goulds Road to a point 460m South-West of Goulds Road.	100	50	2026	Urban connector	Residential Development - Urban Traffic Area Extension including new high school campus, Speed limit change is necessary to support upcoming infrastructure changes.
Dunns Crossing Road from a point generally 60m South of Arbor Green Boulevard to Goulds Road.	80	50	2026	Urban street	Residential Development - Urban Traffic Area Extension, Speed limit change is necessary to support upcoming infrastructure changes.
Goulds Road from a point generally 60m South of Shillingford Boulevard to a point generally 60m South of Selwyn Road.	80	50	2025	Urban connector	Residential Development - Urban Traffic Area Extension, Speed limit change is necessary to support upcoming infrastructure changes.
Lincoln Rolleston Road from a point generally 60m South-East of Lowes Road to a point generally 1780m South-East of Lowes Road.	60	50	2025	Urban connector	Residential Development - Urban Traffic Area Extension, Speed limit change is necessary to support upcoming infrastructure changes.
Lincoln Rolleston Road from a point generally 1780m South-East of Lowes Road to a point generally 60m North-East of Selwyn Road.	80	50	2025	Urban connector	Residential Development - Urban Traffic Area Extension, Speed limit change is necessary to support upcoming infrastructure changes.

Road (Include the start and end locations)	Existing speed limit (km/h)	Proposed speed limit (km/h)	Year of commencement	Road Classification	Why Speed Limit Reduction Proposed?
Gerald Street from a point generally 60m West of James Street to a point generally 60m West of West Belt	50	40	2026	Urban street with significant levels of pedestrian and/or cycling activity	Lincoln Town Centre Upgrade Project, Speed limit change is necessary to support upcoming infrastructure changes.
Springs Road from a point generally 90m South of Waikirikiri Avenue to Collins Road.	100	50	2025	Urban connector	Residential Development - Urban Traffic Area Extension, Speed limit change is necessary to support upcoming infrastructure changes.
Edward Street from a point generally 90m North-West of Ebenezer Drive to Ellesmere Road.	80	50	2026	Urban connector	Residential Development - Urban Traffic Area Extension, Speed limit change is necessary to support upcoming infrastructure changes.
Ellesmere Road from a point generally 435m North-East of Whitehorn Drive to a point generally 330m South-West of Edward Street.	80	60	2026	Peri-urban	Residential Development - Urban fringe with residential access on one side with rural environment on other side, Speed limit change is necessary to support upcoming infrastructure changes.
Birchs Rd from a point generally 90m South-West of Benashet Drive to Tancreds Road.	80	50	2025	Urban connector	Residential Development - Urban Traffic Area Extension, Speed limit

Road (Include the start and end locations)	Existing speed limit (km/h)	Proposed speed limit (km/h)	Year of commencement	Road Classification	Why Speed Limit Reduction Proposed?
					change is necessary to support upcoming infrastructure changes.
Kimberley Road from a point generally 150m North of Kowhai Drive to a point generally 520m North of Kowhai Drive.	60	50	2025	Urban connector	Residential Development - Urban Traffic Area Extension, Speed limit change is necessary to support upcoming infrastructure changes.
Halkett Road from a point generally 1150m East of Weedons Ross Road to a point generally 730m East of Weedons Ross Road.	80	60	2026	Peri-urban	Residential Development - Urban Traffic Area Extension, Speed limit change is necessary to support upcoming infrastructure changes.
Maddisons Road from a point generally 175m North-East of Hoskyns Road to Hoskyns Road.	80	50	2025	Urban connector	Industrial Area Development - Urban Traffic Area Extension, Speed limit change is necessary to support upcoming infrastructure changes.
Railway Road from 420m North-West of Jones Road to Jones Road	100	50	2026	Urban street	Industrial Area Development - Urban Traffic Area Extension, Existing fuel station access, Speed limit change is necessary to support upcoming infrastructure changes.
Old Tai Tapu Road from a point generally 130 metres North-East of Michaels Road to a point 20	80	60	2025	Peri-urban	Connection to Tai Tapu domain from Tai Tapu urban area with existing footpath and pedestrian crossing.

Road (Include the start and end locations)	Existing speed limit (km/h)	Proposed speed limit (km/h)	Year of commencement	Road Classification	Why Speed Limit Reduction Proposed?
metres South-West of Golf Links Road.					
Station Street from Cunningham Street to High Street	60	50	2026	Urban street	Residential Development - Urban Traffic Area Extension, Speed limit change is necessary to support upcoming infrastructure changes.
Leeston Dunsandel Road from a point generally 380m West of Pound Road to a point generally 220m East of Harmans Road	100	50	2026	Urban connector	Residential Development - Urban Traffic Area Extension, Speed limit change is necessary to support upcoming infrastructure changes.
Wards Road from a point generally 100m North-East of Two Chain Road to the intersection of Two Chain Road.	100	50	2026	Peri-urban	Rolleston Access Improvements Project & Industrial Area Development, Speed limit change is necessary to support upcoming infrastructure changes.
Birchs Road from a point generally 80m South of Ledleys Road to a point generally 100m South of Trices Road	60	50	2026	Peri-urban	Residential Development - Urban fringe with residential access on one side with rural environment on other side, Speed limit change is necessary to support infrastructure changes.
Weedons Ross Road from a point generally 90m South-East of Kingsdowne Drive to a point	80	60	2025	Peri-urban	Residential Development - Urban fringe with residential access on one side with rural environment on other

Road (Include the start and end locations)	Existing speed limit (km/h)	Proposed speed limit (km/h)	Year of commencement	Road Classification	Why Speed Limit Reduction Proposed?
generally 275m North-West of Johnson Road					side, Speed limit change is necessary to support infrastructure changes.
Burnham School Road from a point generally 210m West of Dunns Crossing Road to a point generally 1170m West of Dunns Crossing Road	100	60	2027	Peri-urban	Residential Development - Urban fringe with residential access on one side with rural environment on other side, Speed limit change is necessary to support infrastructure changes.
Brookside Road from a point generally 200m South-West of Dunns Crossing Road to Edwards Street	100	60	2027	Peri-urban	Residential Development - Urban fringe with residential access on one side with rural environment on other side, Speed limit change is necessary to support infrastructure changes.
Edwards Road from Brookside Road to a point generally 1200m South of Brookside Road	100	60	2027	Peri-urban	Residential Development - Urban fringe with residential access on one side with rural environment on other side, Speed limit change is necessary to support infrastructure changes.
Telegraph Road from a point generally 10m North-West of State Highway 1 to a point generally 150m North-West of Two Chain Road.	100	80	2025	Rural connector	To improve the safety of road users, particularly considering the increased use of heavy vehicles along this route.

Road (Include the start and end locations)	Existing speed limit (km/h)	Proposed speed limit (km/h)	Year of commencement	Road Classification	Why Speed Limit Reduction Proposed?
Two Chain Road from intersection of Telegraph Road to Reynolds Road.	100	80	2025	Rural road	To improve the safety of road users, particularly considering the increased use of heavy vehicles along this route.
Reynolds Road from Two Chain Road to Burdons Road	100	80	2025	Rural connector	To improve the safety of road users, particularly considering the increased use of heavy vehicles along this route.
Burdons Road from Reynolds Road to a point generally 1500m South-West of Aylesbury Road	100	80	2025	Rural connector	To improve the safety of road users, particularly considering the increased use of heavy vehicles along this route.

4. KĀ KŌWHIRIKA/KĀ KUPU TŪTOHU | OPTIONS/RECOMMENDATIONS

The three options before Council today are,

- a) To adopt the recommendations. ***This is the recommended option.***
- b) To amend the recommendations. *This is not the recommended option.*
- c) To reject the recommendations. *This is not the recommended option*

5. KO TE HĀKAITAKA KI KĀ WHAKAMAHERETAKA A TE KAUNIHERA, KI KĀ RAUTAKI, KI KĀ KAUPAPA HERE ME KĀ TUKAKA TŪTOHU | ALIGNMENT WITH COUNCIL PLANS, STRATEGY, POLICY AND REGULATORY/COMPLIANCE OBLIGATIONS.

Waikirikiri Ki Tua/Future Selwyn

The following aspects of [Waikirikiri Ki Tua/Future Selwyn](#) have been identified as relevant to this issue, proposal/decision/activity/project, and inform both the outcomes of the project as well as the way the project develops:

Outcome and/or Direction	Relevance
A great place to call home; IC4; TC5. A Productive, Low-Carbon and Diverse Economy; PLCDE2	Reducing speeds on roads aligns with the strategic outcome 'Our People, Our Wellbeing, Our Tomorrow' in Waikirikiri Ki Tua/Future Selwyn . It supports the supporting outcomes of Healthy and Safe Communities, Connected and Accessible Places, Resilient Infrastructure, and Sustainable Living by enhancing road safety, encouraging active transport, and adapting to urban growth.

Other Council Plans, strategy policy and regulatory/compliance obligations

The following strategies have been identified as relevant to this issue, proposal/decision/activity/project.

SDC Strategic context	How the document relates
Rautaki Tūāhaka Infrastructure Strategy 2024-2054	Reducing speed limits aligns with the Selwyn District Council Infrastructure Strategy 2024–2034 by enhancing transport safety, supporting infrastructure adaptation to urban growth, and promoting community wellbeing.

	It contributes to the strategic goals of a safe, efficient, and resilient transport network that meets the needs of a growing and diverse population.
<u>Kai Aku Rika Economic Development Strategy</u>	Reducing speed limits aligns with the Kai Aku Rika Economic Development Strategy by enhancing transport safety and accessibility, supporting community wellbeing, and contributing to a resilient, future-ready economy. These outcomes are essential for enabling inclusive economic growth and ensuring Selwyn remains a connected and thriving district.
<u>Protecting our Natural Heritage Sewlyn Biodiversity Strategy</u>	Reducing speed limits on roads is not a focus of the Selwyn District Council Biodiversity Strategy .
<u>Piki Amokura (Selwyn Youth Strategy)</u>	Reducing speed limits reflects the values of Selwyn's Cultural Narrative by caring for people and ensuring their wellbeing.
<u>Te Paepae (Aging Positively Strategy)</u>	Reducing speed limits on roads reflects the values of Selwyn's Te Paepae (Aging Positively Strategy) by caring for people and ensuring their wellbeing.

6. HE TAUĀKĪ AROTAKE/WHAI HIRAKA | SIGNIFICANCE ASSESSMENT/COMPLIANCE STATEMENT

"The decisions and matters of this specific report are assessed as of low significance in accordance with the Council's Significance and Engagement Policy. However, this report is part of a broader process that is, or may be in future, assessed as of Medium Significance."

7. KĀ KŌRERO A TE HUKA KUA PĀTAHI KI KĀ WHAKATAU | VIEWS OF THOSE AFFECTED / CONSULTATION

(a) Views of those affected and Consultation

The purpose of the consultation was to inform the Selwyn community, road users, partners, and key stakeholders of the proposed speed limit reductions on selected local roads. It aimed to provide an opportunity for feedback so all views could be considered before making a speed limit recommendation under the Alternative Method proposal as part of the new Land Transport Rule: Setting of Speed Limits 2024 (the Rule).

The specific consultation objectives were to:

1. Ensure people understood what was being proposed, how to have their say, and how their feedback would be used.

2. Encourage broad participation across road users, schools, freight operators, local businesses, mana whenua, and residents to gather a range of views and valuable input for decision-making.
3. Explain the costs and safety benefits of lowering speeds on the proposed roads.

Public consultation, as required under the Rule, ran for six weeks to allow sufficient time for both online and written submissions. It opened at 9am on Wednesday 25 June 2025 and closed at 5pm on Wednesday 6 August 2025.

Engagement activities and channels

The consultation was promoted through a combination of digital and traditional channels, supported by table card displays and information available at Council facilities. This included consultation documents, cost–benefit disclosure statements, and printed submission forms.

The community was invited to provide feedback on the consultation online via the Council's engagement website Your Say, and through printed information and submission forms.

The consultation was managed using Consult24, consistent with the approach taken for other recent Council consultations including the Your Water Done Well, Representation Review, and the Long-Term Plan 2024-2034.

A two-tiered engagement approach was used:

1. District-wide public awareness was driven through:
 - Print advertisements in the Selwyn Times, Ellesmere Echo, and Malvern News and Council Call articles and ad tiles
 - Social media posts across Instagram and LinkedIn, with geo-targeted sponsored ads on Facebook
 - Digital screens at Council facilities
 - A media release distributed to local media
 - Targeted email to over 3,000 registered users of the Council's Your Say Selwyn platform
2. Targeted engagement via email campaigns focused on specific groups most directly affected, and in line with the requirements under the Rule. These stakeholders included:
 - **Māori partners** – Te Taumutu Rūnaka, as mana whenua were invited to participate and confirmed they shared information with whānau through their own channels
 - **Local businesses** – Received direct email communications and flyer drops in impacted areas
 - **Freight operators** – NZ Heavy Haulage Association
 - **Schools** – All schools in the district and Lincoln University
 - **Emergency services** – NZ Police, Fire and Emergency NZ, and Hato Hone St John

- **Other groups** – Local driving schools, and some sports and community organisations in affected areas

Adjoining Road Controlling Authorities were not directly impacted by the roads under consultation; however, Council considers that the level of public notification and opportunities provided, offered appropriate opportunity for submission.

A detailed schedule of communication activities is provided in the table below.

Schedule of communication activities	
Date	Activity
25 June 2025	<ul style="list-style-type: none"> • Consultation opens, Your Say Selwyn page goes live with consultation material, FAQs and online submission form • Media release sent to all local media contacts • An email campaign with consultation details sent to registered Your Say audience • Digital screen live at Council facilities • Table cards and consultation information sent to libraries and service centres • Council Call article in Selwyn Times • Quarter page ad in Selwyn Times • Posts on LinkedIn and Instagram
25 June – 11 July 2025	<ul style="list-style-type: none"> • Facebook Sponsored Ad 1
25 June – 25 July 2025	<ul style="list-style-type: none"> • Targeted emails to key stakeholders • Flyer drops to local businesses
27 June 2025	<ul style="list-style-type: none"> • Quarter page ad in Malvern News
2 July 2025	<ul style="list-style-type: none"> • Council Call tile ad in Selwyn Times
3 July 2025	<ul style="list-style-type: none"> • Quarter-page ad in Ellesmere Echo
9 July 2025	<ul style="list-style-type: none"> • Council Call tile ad in Selwyn Times
12–26 July 2025	<ul style="list-style-type: none"> • Facebook Sponsored Ad 2
16 July 2025	<ul style="list-style-type: none"> • Council Call tile ad in Selwyn Times
23 July 2025	<ul style="list-style-type: none"> • Quarter-page ad in Selwyn Times
25 July 2025	<ul style="list-style-type: none"> • Quarter-page ad in Malvern News
27 July – 5 August 2025	<ul style="list-style-type: none"> • Facebook Sponsored Ad 3
30 July 2025	<ul style="list-style-type: none"> • Council Call tile ad in Selwyn Times
31 July 2025	<ul style="list-style-type: none"> • Quarter-page ad in Ellesmere Echo

Social media proved to be an effective tool for public engagement during the consultation. Three sponsored posts ran across the consultation period, generating a total of 2,579 link clicks, 2,817 post engagements and over 120 comments, indicating strong and consistent community interest.

In total, 4,084 people visited the consultation page, with traffic tracked via social media, email campaigns, and QR codes.

8. CONSULTATION ANALYSIS

- A total of 340 submissions, including two late submissions (which were included in the analysis) were received from across the district, via a combination of online (333), emailed (3) and paper submissions (4). 15 of these were organisations.

Consultation questions

Data was collected on the proposed 36 locations by asking respondents to identify how they used the road:

- I live along or near this road
- I own property on or near this road
- I operate a business on or near this road
- I am a professional driver in the area carrying passengers
- I am a professional driver in the area carrying goods or freight
- I use this road for recreation or to visit family and friends
- I use this road for commuting to work or education
- I travel through the area but do not live locally
- I am a parent/caregiver for a student at a local school
- I work for or represent a school on or near this road
- I travel through the area to access sites that I have a whakapapa connection to
- Other (please describe

Respondents were then asked to comment on the proposed changes at specific locations, using a standard 5-point Likert scale:

- Strongly support
- Slightly support
- Neutral
- Slightly oppose
- Strongly oppose

For each location, an optional open text field was provided to explain views, raise concerns, or suggest alternatives.

What we heard

Rolleston			
Location	How road is used (top usage)	Level of support	Top themes
Burnham School Road (100km to 60km)	<ol style="list-style-type: none"> 1. 27% travel through the area but do not live locally 2. 23.1% use this road for recreation or to visit family and friends 3. 15.6% use this road for commuting to work or education 	<ul style="list-style-type: none"> • 31.8% Strongly support • 8.1% Slightly support • 11.4% Neutral • 7.6% Slightly oppose • 41.1% Strongly oppose 	<p>Those in support</p> <ul style="list-style-type: none"> • Safer for cyclists, schools, and Pines site access • Environmental benefits (less litter blowing off trailers) • Lower speeds reduce crash risk <p>Those opposed</p> <ul style="list-style-type: none"> • No clear evidence for change • Speed reduction too drastic for rural environment • Unnecessary and unjustified at this time
Brookside Road (100km to 60km)	<ol style="list-style-type: none"> 1. 27.6% travel through the area but do not live locally 2. 26.6% use this road for recreation or to visit family and friends 3. 12.3% use this road for commuting to work or education 	<ul style="list-style-type: none"> • 29.4% Strongly support • 7.2% Slightly support • 13.1% Neutral • 9.1% Slightly oppose • 41.2% Strongly oppose 	<p>Those in support</p> <ul style="list-style-type: none"> • Planning ahead for growth • Safer for schools • General preference for lower speeds to reduce risks <p>Those opposed</p> <ul style="list-style-type: none"> • No clear evidence of crashes • Speed change is too drastic, staged or smaller reductions preferred • Concerns on wasted spending
Edwards Road (100km to 60km)	<ol style="list-style-type: none"> 1. 28.7% travel through the area but do not live locally 2. 26.9% use this road for recreation or to visit family and friends 3. 12.7% use this road for 	<ul style="list-style-type: none"> • 28.5% Strongly support • 5.9% Slightly support • 12.9% Neutral • 7.8% Slightly oppose 	<p>Those in support</p> <ul style="list-style-type: none"> • Phased reduction in anticipation of future development as the area urbanises. • Gravel road naturally limits speed, making 60 km/h reasonable.

Rolleston			
Location	How road is used (top usage)	Level of support	Top themes
	commuting to work or education	<ul style="list-style-type: none"> 44.7% Strongly oppose 	<ul style="list-style-type: none"> Reducing to 80 km/h instead of 100 km/h. <p>Those opposed</p> <ul style="list-style-type: none"> No evidence of safety issues or accidents, so no change is needed. Dropping from 100km/h to 60 km/h is excessive and suggest a more gradual or variable approach. Concerns about the financial cost and time impact of implementing the change, especially given recent rate increases.
Dunns Crossing Road (80km/h to 50km/h)	<ol style="list-style-type: none"> 31.6% use this road for recreation or to visit family and friends 28.3% travel through the area but do not live locally 16% use this road for commuting to work or education 	<ul style="list-style-type: none"> 34.0% strongly support 6.9% slightly support 10.3% neutral 7.7% slightly oppose 40.9% strongly oppose 	<p>Those in support</p> <ul style="list-style-type: none"> 60 km/h is a safer speed for this road. Planned development makes a lower limit sensible. Slower speeds will protect residents as the area grows. <p>Those opposed</p> <ul style="list-style-type: none"> No accident data supports a change. The current limit is fine as is. Better enforcement is needed, not lower speeds.
Goulds Road (80km/h to 50km/h)	<ol style="list-style-type: none"> 31.1% use the road for recreation or visiting family and friends. 26.8% travel through the area but do not live locally. 	<ul style="list-style-type: none"> 37.2% strongly support 5.6% slightly support 9% Neutral 8.6% slightly oppose 	<p>Those in support</p> <ul style="list-style-type: none"> Safety should come first. Increased residential growth makes lower speeds necessary.

Rolleston			
Location	How road is used (top usage)	Level of support	Top themes
	3. 14.7% use the road for commuting to work or education.	<ul style="list-style-type: none"> 39.3% strongly oppose the change 	<ul style="list-style-type: none"> New housing and facilities justify a 50 km/h limit. <p>Those opposed</p> <ul style="list-style-type: none"> No crash data supports a change. A gradual reduction to 60 km/h would be more reasonable. Poor driving habits are the issue—better enforcement is needed.
Lincoln Rolleston Road (60km/h to 50km/h) <i>from a point generally 60m South-East of Lowes Road to a point generally 1780m South East of Lowes Road.</i>	<ol style="list-style-type: none"> 28.5% use the road for recreation or visiting family and friends. 20.8% travel through the area but do not live locally 19.7% use the road for commuting to work or education 	<ul style="list-style-type: none"> 31.2% strongly support 7% slightly support 6.5% Neutral 7.8% slightly oppose 47.3% strongly oppose the change 	<p>Those in support</p> <ul style="list-style-type: none"> Lower speeds will improve safety as residential development increases. The road layout supports a 60 km/h limit due to limited driveway access. A growing, built-up area justifies slower speeds. <p>Those opposed</p> <ul style="list-style-type: none"> There's no crash data to justify a change. The current speed limit is appropriate and should remain. Unsafe driving is the issue, not the speed limit—better enforcement is needed.
Lincoln Rolleston Road (80km/h to 50km/h) <i>from a point generally 1780m Southeast of</i>	<ol style="list-style-type: none"> 29.3% use the road for recreation or visiting family and friends. 22.5% travel through the area 	<ul style="list-style-type: none"> 31.5% strongly support 5.7% slightly support 5.7% are neutral 	<p>Those in support</p> <ul style="list-style-type: none"> Lower speeds will improve safety as residential development increases.

Rolleston			
Location	How road is used (top usage)	Level of support	Top themes
<i>Lowes Road to a point generally 60m North-East of Selwyn Road</i>	but do not live locally 3. 20.1% use the road for commuting to work or education	<ul style="list-style-type: none"> • 5.7% slightly oppose • 51.2% strongly oppose 	<ul style="list-style-type: none"> • A 60 km/h limit would be more appropriate than 50 km/h. • The area is getting busier, so reducing speed makes sense. <p>Those opposed</p> <ul style="list-style-type: none"> • There is no crash data to justify a change. • The reduction is too drastic; 70 or 80 km/h would be better. • Poor driving is the issue, not speed—enforce existing laws instead.
Selwyn Road 1 (60km/h to 50km/h) <i>from a point generally 80m Southwest of East Maddisons Road to a point 80m South of Lincoln Rolleston Road.</i>	1. 29.8% use the road for recreation or visiting family and friends. 2. 23.6% travel through the area but do not live locally 3. 18.6% use the road for commuting to work or education	<ul style="list-style-type: none"> • 31.1% strongly support • 6.1% slightly support • 7.7% are neutral • 6.5% slightly oppose • 48.3% strongly oppose 	<p>Those in support</p> <ul style="list-style-type: none"> • The new high school nearby makes a lower speed limit essential. • Residential development on one side supports reducing the speed. • Even a small speed reduction can lead to fewer injury crashes. <p>Those opposed</p> <ul style="list-style-type: none"> • There is no crash data to justify a change. • This road is a main thoroughfare and should remain at a higher speed. • Reducing speed will delay emergency services and increase commute times.
Selwyn Road 2 (80km/h to 50km/h)	1. 29.1% use the road for recreation	<ul style="list-style-type: none"> • 32.50% strongly support 	<p>Those in support</p> <ul style="list-style-type: none"> • The new high school nearby makes a

Rolleston			
Location	How road is used (top usage)	Level of support	Top themes
<i>from a point generally 80m South of Lincoln Rolleston Road to a point 130m Northeast of Lincoln Rolleston Road.</i>	<ul style="list-style-type: none"> or visiting family and friends. 2. 26.6% travel through the area but do not live locally 3. 17.9% use the road for commuting to work or education 	<ul style="list-style-type: none"> • 6.25% slightly support • 5.42% are neutral • 6.25% slightly oppose • 49.58% strongly oppose 	<ul style="list-style-type: none"> lower speed limit a logical choice. • Residential development supports reducing the speed limit. • A small reduction in speed can help reduce injury crashes. <p>Those opposed</p> <ul style="list-style-type: none"> • There is no crash data to justify a speed limit change. • Lowering the speed will increase congestion and frustrate drivers. • This road is a main corridor and should maintain a higher speed for traffic flow.
Selwyn Road 3 (80km/h to 50km/h) <i>from a point generally 80m Southwest of East Maddisons Road to a point 80m South-West of Goulds Road.</i>	<ul style="list-style-type: none"> 1. 30.7% use the road for recreation or visiting family and friends. 2. 25.8% travel through the area but do not live locally 3. 17.2% use the road for commuting to work or education 	<ul style="list-style-type: none"> • 32.46% strongly support • 7.46% slightly support • 3.95% are neutral • 6.58% slightly oppose • 49.56% strongly oppose 	<p>Those in support</p> <ul style="list-style-type: none"> • Residential development supports reducing the speed limit. • A small reduction in speed can help reduce injury crashes. • 60 km/h is a fair compromise for safety and traffic flow. <p>Those opposed</p> <ul style="list-style-type: none"> • There is no crash data to justify a speed limit change. • This road is a main corridor and should maintain a higher speed. • Reducing speed will increase congestion

Rolleston			
Location	How road is used (top usage)	Level of support	Top themes
			and waste taxpayer money.
Selwyn Road 4 (100km/h to 50km/h) <i>from a point generally 80m Southwest of Goulds Road to a point 460m South-West of Goulds Road.</i>	<ol style="list-style-type: none"> 31.4% use the road for recreation or visiting family and friends. 26.6% travel through the area but do not live locally 17.6% use the road for commuting to work or education 	<ul style="list-style-type: none"> 30.04% strongly support 5.15% slightly support 4.29% are neutral 4.72% slightly oppose 55.36% strongly oppose 	<p>Those in support</p> <ul style="list-style-type: none"> Residential development and the nearby high school support lowering the speed limit. A reduction to 60 km/h is reasonable given the changing road environment. Lower speeds can reduce injury crashes and improve safety. <p>Those opposed</p> <ul style="list-style-type: none"> There is no crash data to justify a speed limit change. A single drop from 100 to 50 km/h is too drastic and should be phased. This road is a main corridor and should maintain a higher speed for traffic flow.
Springston Rolleston Road (60km/h to 50km/h)	<ol style="list-style-type: none"> 31.5% use the road for recreation or visiting family and friends. 23.1% travel through the area but do not live locally 19.1% use the road for commuting to work or education 	<ul style="list-style-type: none"> 31.3% strongly support 7.6% slightly support 7.6% are neutral 6.3% slightly oppose 47% strongly oppose 	<p>Those in support</p> <ul style="list-style-type: none"> The new high school and nearby development support lowering the speed limit. Lower speeds improve safety and reduce noise in residential areas. A reduction to 50 km/h is reasonable given the road conditions and traffic volume.

Rolleston			
Location	How road is used (top usage)	Level of support	Top themes
			Those opposed <ul style="list-style-type: none"> • There is no crash data to justify a speed limit change. • Reducing speed will increase congestion and waste taxpayer money. • A single drop to 50 km/h is too drastic; a phased reduction would be better.

Northern Rolleston			
Location	How road is used (top usage)	Level of support	Top themes
Walkers Road (100km to 60km)	<ol style="list-style-type: none"> 1. 23.1% use this road for recreation or to visit family and friends 2. 27% travel through the area but do not live locally 3. 15.6% use this road for commuting to work or education 	<ul style="list-style-type: none"> • 29.51% strongly support • 6.56% slightly support • 7.10% are neutral • 8.20% slightly oppose • 48.63% strongly oppose 	Those in support <ul style="list-style-type: none"> • 100 km/h is too fast; reducing the speed improves safety. • High traffic volume and turning movements justify a lower limit. • A reduction is needed due to increasing development and road use. Those opposed <ul style="list-style-type: none"> • There is no crash data to justify a speed limit change. • A drop to 60 km/h is excessive; 70 or 80 km/h would be more reasonable. • This road is rural and functions as a key corridor, so higher speeds should remain.

Northern Rolleston			
Location	How road is used (top usage)	Level of support	Top themes
Two Chain Road (100km/h to 60km/h)	<ol style="list-style-type: none"> 30% travel through the area but do not live locally 26.4% use this road for recreation or to visit family and friends 14.6% use this road for commuting to work or education 	<ul style="list-style-type: none"> 30.05% strongly support 4.92% slightly support 6.01% are neutral 8.74% slightly oppose 50.27% strongly oppose 	<p>Those in support</p> <ul style="list-style-type: none"> Traffic volume and turning movements justify a lower speed limit. Road conditions and development support reducing the speed. Safety improvements are needed as traffic increases. <p>Those opposed</p> <ul style="list-style-type: none"> There is no crash data to justify a speed limit change. A drop to 60 km/h is excessive; 70 or 80 km/h would be more reasonable. This is a rural and industrial access road, so higher speeds should remain.
Runners Road (100km/h to 60km/h)	<ol style="list-style-type: none"> 31.6% travel through the area but do not live locally 28.3% use this road for recreation or to visit family and friends 12.7% use this road for commuting to work or education 	<ul style="list-style-type: none"> 29.94% strongly support 7.34% slightly support 9.60% are neutral 5.65% slightly oppose 47.46% strongly oppose 	<p>Those in support</p> <ul style="list-style-type: none"> 100 km/h is too fast for a dead-end road; reducing the speed improves safety. A reduction to 80 km/h is more appropriate given the limited destinations. Lower speeds are justified due to the nature of traffic and road use. <p>Those opposed</p> <ul style="list-style-type: none"> There is no crash data to justify a speed limit change. This is a rural road with minimal development, so

Northern Rolleston			
Location	How road is used (top usage)	Level of support	Top themes
			<p>higher speeds should remain.</p> <ul style="list-style-type: none"> • A single drop to 60 km/h is excessive and should be phased or reconsidered.
Maddisons Road (80km/h to 50km/h)	<ol style="list-style-type: none"> 1. 29.6% travel through the area but do not live locally 2. 27.9% use this road for recreation or to visit family and friends 3. 15.4% use this road for commuting to work or education 	<ul style="list-style-type: none"> • 29.71% strongly support • 6.29% slightly support • 8.00% are neutral • 5.71% slightly oppose • 50.29% strongly oppose 	<p>Those in support</p> <ul style="list-style-type: none"> • A reduction to 60 km/h would be supported for safety. • Lower speeds are reasonable given the road's usage. • Reducing speed could help manage future traffic growth. <p>Those opposed</p> <ul style="list-style-type: none"> • This is a rural road and should remain at a higher speed. • There is no need for a reduction; 80 or 100 km/h is more appropriate. • Lowering the speed will increase congestion and waste resources.
Wards Road (100km/h to 50km/h)	<ol style="list-style-type: none"> 1. 30.1% use this road for recreation or to visit family and friends 2. 29.6% travel through the area but do not live locally 3. 14.8% use this road for commuting to work or education 	<ul style="list-style-type: none"> • 29.31% strongly support • 6.90% slightly support • 4.60% are neutral • 9.77% slightly oppose • 49.43% strongly oppose 	<p>Those in support</p> <ul style="list-style-type: none"> • 60 km/h would be a safer and more appropriate speed for this section. • A gradual reduction in speed would help manage traffic better. • Lower speeds are justified based on current road usage. <p>Those opposed</p> <ul style="list-style-type: none"> • This is a rural road and should remain at a higher speed.

Northern Rolleston			
Location	How road is used (top usage)	Level of support	Top themes
			<ul style="list-style-type: none"> • A drop to 50 km/h is excessive and unnecessary. • Reducing speed will waste time and resources without clear benefits.
Railway Road (100km/h to 50km/h)	<ol style="list-style-type: none"> 1. 32.1% travel through the area but do not live locally 2. 28.9% use this road for recreation or to visit family and friends 3. 13.5% use this road for commuting to work or education 	<ul style="list-style-type: none"> • 29.2% strongly support • 3.7% slightly support • 7.9% are neutral • 6.3% slightly oppose • 52.6% strongly oppose 	<p>Those in support</p> <ul style="list-style-type: none"> • 100 km/h is too fast; most drivers already travel slower. • This road serves few businesses, so a reduction is reasonable. • Safety and road condition justify lowering the speed. <p>Those opposed</p> <ul style="list-style-type: none"> • This is a rural road and should remain at a higher speed. • A drop to 50 km/h is excessive and unnecessary. • Reducing speed will waste resources without improving safety.

Lincoln			
Location	How road is used (top usage)	Level of support	Top themes
Birches Road 1 (80km/h to 50km/h) <i>from a point generally 90m South-West of Benashet Drive to Tancred's Road.</i>	<ol style="list-style-type: none"> 1. 28.2% use this road for recreation or to visit family and friends 2. 20.9% use this road for commuting to work or education 3. 20.9% travel through the area but do not live locally 	<ul style="list-style-type: none"> • 38.3% strongly support • 5% slightly support • 6.6% are neutral • 3.8% slightly oppose • 46.1% strongly oppose 	<p>Those in support</p> <ul style="list-style-type: none"> • Birchs Road has high crash rates and more traffic from new developments, so lower speeds are needed. • A reduction to 60 km/h would improve safety near

Lincoln			
Location	How road is used (top usage)	Level of support	Top themes
			<p>intersections and residential areas.</p> <ul style="list-style-type: none"> The proposed limits match actual road conditions and are reasonable. <p>Those opposed</p> <ul style="list-style-type: none"> There is no crash data to justify a speed limit change. This is a rural road and lowering the speed to 50 km/h is excessive. Speed is not the issue - intersections and road design need improvement instead.
Boundary Road (80km/h to 50kmh)	<ol style="list-style-type: none"> 32.2% use this road for recreation or to visit family and friends 22.8% travel through the area but do not live locally 17.3% use this road for commuting to work or education 	<ul style="list-style-type: none"> 33.52% strongly support 5.59% slightly support 6.15% are neutral 6.15% slightly oppose 48.60% strongly oppose 	<p>Those in support</p> <ul style="list-style-type: none"> Lowering the speed would improve safety near busy intersections and residential areas. The proposed limits align well with current road conditions. A reduction to 60 or 70 km/h would be more appropriate than 50 km/h. <p>Those opposed</p> <ul style="list-style-type: none"> There is no crash data to justify a speed limit change. This is a rural road and lowering the speed to 50 km/h is excessive. Speed is not the issue—road design and intersections need improvement instead.

Lincoln			
Location	How road is used (top usage)	Level of support	Top themes
Edward Street (80km/h to 50km/h)	<ol style="list-style-type: none"> 32.2% use this road for recreation or to visit family and friends 22.1% travel through the area but do not live locally 18.1% use this road for commuting to work or education 	<ul style="list-style-type: none"> 37.21% strongly support 6.40% slightly support 9.88% are neutral 3.49% slightly oppose 43.02% strongly oppose 	<p>Those in support</p> <ul style="list-style-type: none"> Lowering the speed would improve safety near busy intersections and residential areas. The proposed limits match actual road conditions and are reasonable. A reduction to 60 km/h would align with nearby road changes and improve consistency. <p>Those opposed</p> <ul style="list-style-type: none"> There is no crash data to justify a speed limit change. This is a rural road and lowering the speed to 50 km/h is excessive. Improving road design is more effective than changing speed limits.
Ellesmere Road (80km/h to 60km/h)	<ol style="list-style-type: none"> 30% use this road for recreation or to visit family and friends 23.5% travel through the area but do not live locally 19.7% use this road for commuting to work or education 	<ul style="list-style-type: none"> 38.73% strongly support 5.20% slightly support 5.20% are neutral 6.94% slightly oppose 43.93% strongly oppose 	<p>Those in support</p> <ul style="list-style-type: none"> Lowering the speed will improve safety at intersections and access to local amenities. The proposed limits match actual road conditions and are reasonable. Extending the limit to Tancred's Road would help manage dangerous bends.

Lincoln			
Location	How road is used (top usage)	Level of support	Top themes
			Those opposed <ul style="list-style-type: none"> • There is no need for a change; the current limits are fine. • Speed is not the issue - road conditions and driver behaviour are the problems. • Lowering the speed will make commutes longer and confuse drivers.
Gerald Street 50km/h to 40km/h)	<ol style="list-style-type: none"> 1. 31.5% use this road for recreation or to visit family and friends 2. 19.3% travel through the area but do not live locally 3. 17.2% use this road for commuting to work or education 	<ul style="list-style-type: none"> • 40.6% strongly support • 6% slightly support • 4.9% are neutral • 4.9% slightly oppose • 43.4% strongly oppose 	Those in support <ul style="list-style-type: none"> • Lowering the speed will make the town centre safer and more pleasant for pedestrians. • The proposed limits reflect actual traffic conditions and should have been implemented earlier. • A reduction to 30 km/h would be even better for pedestrian safety. Those opposed <ul style="list-style-type: none"> • There is no need for a change; the current limits are fine. • 40 km/h is too slow and will frustrate drivers. • Changing the speed limit is a waste of money and won't improve safety.
Springs Road (100km/h to 50km/h)	<ol style="list-style-type: none"> 1. 33.8% use this road for recreation or to visit family and friends 2. 22.3% travel through the area 	<ul style="list-style-type: none"> • 33.7% strongly support • 5.4% slightly support • 7.6% are neutral 	Those in support <ul style="list-style-type: none"> • Lowering the speed is reasonable given upcoming residential development.

Lincoln			
Location	How road is used (top usage)	Level of support	Top themes
	<p>but do not live locally</p> <p>3. 17.5% use this road for commuting to work or education</p>	<ul style="list-style-type: none"> • 3.2% slightly oppose • 50% strongly oppose the change 	<ul style="list-style-type: none"> • Safety concerns near schools and retirement villages justify a reduction. • A phased reduction from 100 to 80 km/h, then to 50 km/h, would be more effective. <p>Those opposed</p> <ul style="list-style-type: none"> • This is a rural road and should remain at 100 km/h until development is complete. • A drop to 50 km/h is excessive and will frustrate drivers. • Changing the speed limit is unnecessary and won't improve safety.

Prebbleton			
Location	How road is used (top usage)	Level of support	Top themes
<p>Birchs Road (60km/h to 50km/h)</p> <p><i>from a point generally 80m South of Ledleys Road to a point generally 100m South of Trices Road.</i></p>	<p>1. 32.1% use this road for recreation or to visit family and friends</p> <p>2. 21.9% travel through the area but do not live locally</p> <p>3. 20.7% use this road for commuting to work or education</p>	<ul style="list-style-type: none"> • 28.4% strongly support • 5.8% slightly support • 4.6% are neutral • 8.7% slightly oppose • 52.3% strongly oppose the change 	<p>Those in support</p> <ul style="list-style-type: none"> • Lower speeds improve safety in residential and high-pedestrian areas. • Reducing speed discourages shortcut traffic through local streets. • Proposed limits match current road use and growing development. <p>Those opposed</p> <ul style="list-style-type: none"> • No crash history justifies a change.

Prebbleton			
			<ul style="list-style-type: none"> • Too many speed changes confuse drivers. • Rural roads should keep higher limits for efficiency.
Hamptons Road (80km/h to 60km/h)	<ol style="list-style-type: none"> 1. 31.4% use this road for recreation or to visit family and friends 2. 22.7% travel through the area but do not live locally 3. 20.2% use this road for commuting to work or education 	<ul style="list-style-type: none"> • 26.8% strongly support • 8.5% slightly support • 7.4% are neutral • 5.7% slightly oppose • 51.4% strongly oppose the change 	<p>Those in support</p> <ul style="list-style-type: none"> • Lower speeds are safer near new subdivisions and reduce noise for nearby residents. • Slower limits help manage growing traffic volumes and future-proof urban development. • Speed reductions make it easier and safer for people walking, biking, or crossing roads. <p>Those opposed</p> <ul style="list-style-type: none"> • The current limits are fine; there's no crash history or safety issue to justify change. • Lowering speeds on rural or feeder roads will frustrate drivers and reduce efficiency. • Speed changes are unnecessary and costly, with better results from road upgrades and intersection improvements.

Tai Tapu			
Location	How road is used (top usage)	Level of support	Top themes
Old Tai Tapu Road (80km/h to 60km/h)	<ol style="list-style-type: none"> 37.6% use this road for recreation or to visit family and friends 30% travel through the area but do not live locally 10% use this road for commuting to work or education 	<ul style="list-style-type: none"> 31.4% strongly support 5.8% slightly support 7.5% are neutral 9.3% slightly oppose 45.9% strongly oppose the change 	<p>Those in support</p> <ul style="list-style-type: none"> High pedestrian and cyclist use makes lower speeds safer. Curves, poor lighting, and venue traffic increase risk. Most drivers already travel below 80 km/h. <p>Those opposed</p> <ul style="list-style-type: none"> Crash data doesn't justify a change. Minimal speed impact doesn't warrant the cost. A targeted reduction is better than a blanket limit.

Leeston			
Location	How road is used (top usage)	Level of support	Top themes
Station Street (60km/h to 50km/h)	<ol style="list-style-type: none"> 29.8% use this road for recreation or to visit family and friends 28.5% travel through the area but do not live locally 16.1% use this road for commuting to work or education 	<ul style="list-style-type: none"> 25.1% strongly support 9% slightly support 18.1% are neutral 6.2% slightly oppose 41.2% strongly oppose the change 	<p>Those in support</p> <ul style="list-style-type: none"> Lowering the speed will improve safety near homes, blind corners, and heavy vehicle routes. The area is transitioning to urban use, with more families and future development. Speeding near intersections and curves is a concern, especially for children and pedestrians. <p>Those opposed</p> <ul style="list-style-type: none"> Crash data doesn't support a change; the road is already low-risk.

			<ul style="list-style-type: none"> • Drivers already travel near the proposed limit, making the change unnecessary. • The cost of implementation is unjustified and better spent elsewhere.
Leeston Dunsandel Road (100km/h to 50km/h)	<ol style="list-style-type: none"> 1. 32.2% use this road for recreation or to visit family and friends 2. 26.5% travel through the area but do not live locally 3. 14.1% use this road for commuting to work or education 	<ul style="list-style-type: none"> • 22.7% strongly support • 5.5% slightly support • 11.7% are neutral • 5.5% slightly oppose • 54.4% strongly oppose the change 	<p>Those in support</p> <ul style="list-style-type: none"> • A 50 km/h limit is appropriate for a growing residential area and near schools. • Future subdivisions and intersections will require lower speeds for safety. • A staged reduction (e.g. 100 → 80 → 50) would improve safety as development progresses. <p>Those opposed</p> <ul style="list-style-type: none"> • A direct drop from 100 to 50 km/h is too drastic and unjustified. • The area still feels rural, and crash data doesn't support a full reduction. • Lower limits will frustrate commuters and add unnecessary costs.

Burnham			
Location	How road is used (top usage)	Level of support	Top themes
Telegraph Road (100km/h to 80km/h)	<ol style="list-style-type: none"> 1. 32.1% use this road for recreation or to visit family and friends 2. 30.1% travel through the area but do not live locally 	<ul style="list-style-type: none"> • 23.3% strongly support • 7.1% slightly support • 5.8% are neutral • 3.2% slightly oppose 	<p>Those in support</p> <ul style="list-style-type: none"> • 80 km/h is safer for rural roads with slow-moving vehicles and farm activity. • Lower speeds help reduce risks at

	3. 17.3% use this road for commuting to work or education	<ul style="list-style-type: none"> 60.3% strongly oppose the change 	<p>intersections and with mixed traffic types.</p> <ul style="list-style-type: none"> Some support a moderate reduction or variable speed zone based on conditions. <p>Those opposed</p> <ul style="list-style-type: none"> The road is rural, straight, and low-risk—no change is needed. Crash data doesn't justify a reduction; most incidents occur at SH1 junctions. Speed changes are seen as unnecessary bureaucracy and a waste of money.
Two Chain Road (100km/h to 80km/h)	<ol style="list-style-type: none"> 34.7% use this road for recreation or to visit family and friends 28.3% travel through the area but do not live locally 14.4% use this road for commuting to work or education 	<ul style="list-style-type: none"> 23.7% strongly support 7% slightly support 7.6% are neutral 3.8% slightly oppose 57.6% strongly oppose the change 	<p>Those in support</p> <ul style="list-style-type: none"> 80 km/h is safer for rural roads with slow-moving vehicles and farm traffic. A moderate reduction or variable speed zone could improve safety without overreaching. One submitter expressed clear support for the proposed change. <p>Those opposed</p> <ul style="list-style-type: none"> No crash history or road changes justify a speed reduction. The area is rural and suited to the current open road limit. The proposal is seen as unnecessary bureaucracy and a waste of ratepayer money.
Reynolds Road (100km/h to 80km/h)	1. 32% travel through the area but do not live locally	<ul style="list-style-type: none"> 23.2% strongly support 	<p>Those in support</p> <ul style="list-style-type: none"> The road has sharp corners at both ends,

	<p>2. 29.7% use this road for recreation or to visit family and friends</p> <p>3. 14.2% use this road for commuting to work or education</p>	<ul style="list-style-type: none"> • 8.3% slightly support • 7.7% are neutral • 5.1% slightly oppose • 55.4% strongly oppose the change 	<p>making a speed reduction reasonable.</p> <ul style="list-style-type: none"> • Improvement in safety. • Lower speeds are safer for rural roads with mixed traffic like tractors and livestock. <p>Those opposed</p> <ul style="list-style-type: none"> • One minor crash in five years doesn't justify a change. • The road is rural, straight, and already safe - no need to reduce speed. • The change is seen as unnecessary and a waste of ratepayer money.
Burdons Road (100km/h to 80km/h)	<p>1. 32.3% travel through the area but do not live locally</p> <p>2. 32.3% use this road for recreation or to visit family and friends</p> <p>3. 14.7% use this road for commuting to work or education</p>	<ul style="list-style-type: none"> • 23.3% strongly support • 9% slightly support • 6.4% are neutral • 5.1% slightly oppose • 55.8% strongly oppose the change 	<p>Those in support</p> <ul style="list-style-type: none"> • Sharp corners at both ends of the road make a lower speed limit more appropriate. • Reduced speeds improve safety for rural roads shared with tractors and livestock. • A speed reduction supports safer driving behaviour in mixed-use rural environments. <p>Those opposed</p> <ul style="list-style-type: none"> • Crash data shows no safety issue—only one minor crash in five years. • The road is straight and rural, and drivers already adjust to the conditions. • The proposal is unnecessary and a

			poor use of public funds.
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Darfield			
Location	How road is used (top usage)	Level of support	Top themes
Kimberley Road (60km/h to 50km/h)	<ol style="list-style-type: none"> 29.9% use this road for recreation or to visit family and friends 25.7% travel through the area but do not live locally 13.1% use this road for commuting to work or education 	<ul style="list-style-type: none"> 26.9% strongly support 9.2% slightly support 17.7% are neutral 5.2% slightly oppose 40.7% strongly oppose the change 	<p>Those in support</p> <ul style="list-style-type: none"> A speed reduction is supported to improve safety near residential areas and busy corners. Lower speeds may help protect cyclists and pedestrians using the road. Gradual reduction from 60 to 50 km/h is seen as a reasonable safety measure. <p>Those opposed</p> <ul style="list-style-type: none"> No crash data supports the change, it is unnecessary. The road is short, and a 10 km/h reduction is unlikely to improve safety. Waste of ratepayer money with no clear benefit.

West Melton			
Location	How road is used (top usage)	Level of support	Top themes
Halkett Road (80km/h to 60km/h)	<ol style="list-style-type: none"> 28.2% use this road for recreation or to visit family and friends 23.9% travel through the area but do not live locally 14.5% use this road for 	<ul style="list-style-type: none"> 30% strongly support 8% slightly support 10.4% are neutral 6.3% slightly oppose 	<p>Those in support</p> <ul style="list-style-type: none"> Speed reduction makes sense with new housing developments and increased traffic. Lower limits improve safety for cyclists, pedestrians, and local residents.

	commuting to work or education	<ul style="list-style-type: none"> 45% strongly oppose the change 	<ul style="list-style-type: none"> Extend the reduced limit further to cover busy intersections and townships. <p>Those opposed</p> <ul style="list-style-type: none"> No crash history or safety data supports the change. New subdivisions were approved without speed changes - retrospective limits seem unjustified. Seen as unnecessary, costly, and disruptive without measurable safety benefits.
Weedons Ross Road (80km/h to 60km/h)	<ol style="list-style-type: none"> 29.4% use this road for recreation or to visit family and friends 21.7% travel through the area but do not live locally 17.4% use this road for commuting to work or education 	<ul style="list-style-type: none"> 29.1% strongly support 7.6% slightly support 8.2% are neutral 6% slightly oppose 48.9% strongly oppose the change 	<p>Those in support</p> <ul style="list-style-type: none"> Speed reduction makes sense due to growing residential developments and increased traffic. Lower limits improve safety near busy intersections and areas with cyclists. Target reductions or variable speed zones based on time and traffic. <p>Those opposed</p> <ul style="list-style-type: none"> No crash history or safety data supports the change, this is unjustified. New subdivisions were approved without speed changes; retrospective limits are inappropriate. Unnecessary, disruptive, and a poor use of ratepayer funds with no proven benefit.

(b) Māori and Treaty implications

The matter considered within this report has no implications in this aspect.

(c) Resiliency and Sustainability considerations

The matter considered within this report has no implications in this aspect.

9. KĀ HĪRAUKA Ā PŪTEA | FUNDING IMPLICATIONS

Most of the proposed speed limit reductions are associated with residential area expansions and transport infrastructure improvement projects, where the costs related to speed limit changes and supporting infrastructure will be covered by the respective developers or project budgets. Any remaining speed limit changes that fall outside the scope of these developments or projects will need to be funded through the existing road maintenance contract budget.

10. KĀ HĪRAUKA TŪRARU | RISK IMPLICATIONS

The matter considered within this report has no implications in this aspect.

HĪRAUKA Ā-TURE/Ā-KAUPAPA HERE | LEGAL/POLICY IMPLICATIONS HEADING

The matter considered within this report has no implications in this aspect.

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COUNCIL REPORT

TO: Council

FOR: Council Meeting 17 September 2025

FROM: Jodie Beker, Legal Counsel – Policy & Compliance
Julie Hands, Head of Governance, Legal and Risk

DATE: 9 September 2025

SUBJECT: **NON-FINANCIAL DELEGATIONS OF AUTHORITY REVIEW**

1. KUPU TŪTOHU | RECOMMENDATIONS

‘That Council resolve to:

- 1. Receive this report.*
- 2. Adopt the Delegation of Authority Policy.*
- 3. Delegate to the Chief Executive all powers required to fulfil the operational duties, functions and obligations of council, with immediate effect.*
- 4. Note the delegations that Council will retain and the financial and non-financial delegation schedules for the Chief Executive and the Executive Leadership Team (ELT).*
- 5. Retire the existing Delegations Manual and revoke the delegations to staff and officers contained within it effective from the date the Chief Executive completes sub-delegation of powers to staff and officers.’*

2. KAUPAPA WHAITAKE | PURPOSE

The purpose of this paper is to:

- Present Stage Two of delegation review outcomes to Council as it relates to non-financial delegations, and any financial delegations required to be further delegated as these have become apparent since the first the review of the financial delegations;
- Obtain approval of delegation to the Chief Executive of anticipated powers and confirm those retained by Council;
- Retire the existing Delegations Manual to be replaced by the proposed delegations; and
- Provide for Council information the form of financial delegations previously approved in Stage One of the delegations review for ELT and Chief Executive.

3. TĀHUHU KŌRERO | HISTORY/BACKGROUND

This paper has been preceded by several formal papers on this subject to Council, the last being the briefing that occurred on 27 August 2025.

The review of delegations has been approached in two stages.

Stage One: Financial Delegations (completed in 2024)

Council directed a review of financial limits be undertaken in early 2024.

Stage One was completed in Quarter 4 2024 and involved revisions to the structure of our financial delegations (expenditure items), and changes to the financial authority of the Chief Executive, ELT and staff. Specifically, the new structure set out that Council would make financial delegation to Chief Executive with the expectation they would sub-delegate to all other staff within the limitation of their own delegations.

Council resolved at its September 2024 meeting to approve the new structure.

Further to Council's request at the 27 August 2025 briefing a copy of the current financial delegations of the Chief Executive and ELT, as were approved in 2024 are **attached** as Appendix One for reference.

Stage Two: Non-Financial Delegations

Stage Two began concurrently with Stage One and continued after Council made the resolutions regarding the financial delegations outlined above. The outcome of the review of non-financial delegation is the topic of this report.

Stage Two consisted of the review involved all delegations not captured by the financial delegation review.

The review consisted of the pulling together as part of one comprehensive record all delegated authorities:

- contained in Terms of Reference,
- policy documents, and
- the Delegation Manual.

Schedules of delegations were produced for each Group and feedback sought from relevant staff and approved by the Executive Director for each area. Amendments to the schedules were made following incorporation of feedback by staff. Amendments included the rationalisation and consolidation of delegations where possible for usability and the introduction of new delegations required to be exercised by staff.

The schedules of delegations for Council, the Chief Executive and ELT under this second stage are attached as Appendix Two for Council to review, as indicated at the briefing on 27 August 2025.

Delegations of Authority Policy

The overarching Delegations of Authority Policy has also been prepared concurrently with the delegations review and is also attached as Appendix Three for review. This was provided to Council at a briefing on 4 June 2025.

4. TĀPAETAKA KŌRERO | PROPOSALS

It is proposed that:

a) That Council adopt the Delegation of Authority Policy.

The policy outlines the foundational principles of delegations as well as how delegations occur, approval and rules around exercising delegations. Minor amendments were made to the policy following the briefing on 4th June 2025 to take account of Councillor feedback.

The purpose of the policy is to provide clarity on the way delegations of authority operate in practice within Council and the foundational principles that underpin them.

The policy outlines:

- Delegation of duties, powers, and responsibilities of the local authority,
- Who can receive a delegation of authority,
- What can and cannot be delegated,
- How a delegation may be exercised,
- When delegations are revoked and who may revoke, and
- How a request for a delegation is made.

b) Delegate to the Chief Executive all powers required to fulfil the operational duties, functions and obligations of Selwyn District Council (except those expressly retained by Council in Appendix Two).

This is consistent with the approach taken to financial delegations and also those of other local authorities, including Christchurch City Council. The approach generally enables Council to be able to efficiently conduct its business while still operating within limits set by Councillors as under both the non-financial and financial delegations.

The Chief Executive will then be able to delegate to members of staff and other officers. Those delegations will be recorded in the new electronic Delegations Register.

The Chief Executive will be able to amend or revoke any delegations they have made to staff or other officers at will and exercise any powers of staff or officers (except for those powers permitted under warrant). Staff or officers who receive a delegation from the Chief Executive will not be able to delegate to any of their direct reports.

This will enable the Chief Executive to have improved oversight over the authority being exercised by staff and other officers and help to ensure that officers are

receiving appropriate delegated authority and are exercising authority appropriately.

c) Note the delegations Council will retain and the delegation schedules of the Chief Executive and ELT.

These are attached to this report for Council's information in Appendix Two.

The Council list consists of those powers which either cannot be delegated or are outlined in policy documents as being retained by Council.

The Chief Executive intends to delegate certain powers to members of staff.

d) Retire the Delegations Manual and revoke the delegations Council has made to staff and officers contained within it from the date the Chief Executive completes delegation of powers to staff and other officers.

Because there will be a delay between Council's delegation to the Chief Executive on the 17th September and the Chief Executive completing the delegation of powers to staff (expected to be on or about 24th September 2025), this will allow staff and other officers to continue to exercise existing delegations in the interim.

Interim delegation schedules will be made available via the Delegations Register while it is being populated as intended with the delegation information.

5. OTHER MATTERS

Reporting on Changes to Delegations

Chief Executive will provide updates via the CE Report on changes to ELT delegations.

Future Changes to Delegations

From time to time, Council may receive requests from the Chief Executive to delegate certain legislative powers where the need for staff to exercise these arises, are required to improve operational efficiency, or when new powers are introduced via legislation.

Visibility of the Delegations Register

The Delegation Register will be made available to staff via the staff intranet once the delegations have been made by the Chief Executive.

6. KO TE HĀKAITAKA KI KĀ WHAKAMAHERETAKA A TE KAUNIHERA, KI KĀ RAUTAKI, KI KĀ KAUPAPA HERE ME KĀ TUKAKA TŪTOHU | ALIGNMENT WITH COUNCIL PLANS, STRATEGY, POLICY AND REGULATORY/COMPLIANCE OBLIGATIONS

Waikirikiri Ki Tua/Future Selwyn

The following aspects of [Waikirikiri Ki Tua/Future Selwyn](#) have been identified as relevant to this issue, proposal/decision/activity/project, and inform both the outcomes of the project as well as the way the project develops:

Outcome and/or Direction	Relevance
Strategic priorities and outputs	Delegations of authority assist staff to deliver services and achieve organisational goals by providing clarity over decision-making responsibilities.

7. HE TAUĀKĪ AROTAKA/WHAI HIRAKA | SIGNIFICANCE ASSESSMENT / COMPLIANCE STATEMENT

The decisions and matters of this report are assessed as being of Low significance, in accordance with the Council's Significance and Engagement Policy.

8. KĀ KŌRERO A TE HUKA KUA PĀTAHI KI KĀ WHAKATAU | VIEWS OF THOSE AFFECTED / CONSULTATION

a) Views of those affected and Consultation.

No external consultation was required.

b) Māori and Treaty implications

There are no Māori or Treaty implications contained in this report.

c) Resiliency and Sustainability considerations

The revised delegations will assist the Council to make efficient decisions through increased clarity on who can make decisions.

9. KĀ HĪRAUKA TŪRARU | RISK IMPLICATIONS

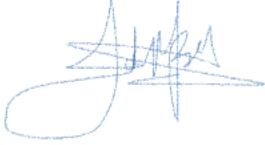
There are no new risks identified since the Council briefing paper presented on 27 August 2025.

10. HĪRAUKA Ā-TURE/Ā-KAUPAPA HERE | LEGAL/POLICY IMPLICATIONS

The delegations proposed have been confirmed to be in accordance with Local Government Act 2002 and other relevant enactments.



JULIE HANDS
HEAD OF LEGAL AND RISK



JODIE BEKER
LEGAL COUNSEL - POLICY & COMPLIANCE

Endorsed For Agenda



STEVE GIBLING
EXECUTIVE DIRECTOR, PEOPLE, CULTURE AND CAPABILITY

Appendix One: Chief Executive and ELT Financial Delegations approved by Council Sep 2024

Chief Executive Opex (up to)												
Position	Consultants & advisors	Training/ Conference attendance	Prosecution and dispute settlement	Travel (domestic & international)	Purchase orders	Leases, easements & other property rights	Staffing (perm/temp)	Donation/ sponsorship	Contract acceptance for LTP & AP projects/activities	Progress payments for opex within LTP& AP	Contract variations within for opex within LTP and AP	Opex costs outside of budgets
Chief Executive	500,000	Approved within annual budgeted amount	250,000	Approved within annual budgeted amount	3,000,000	1,500,000	Approved within annual budgeted amount	150,000	3,000,000	3,000,000	500,000	Up to within 10% of the approved annual budget subject to the officer being satisfied that relocation of budgets to fund the extra 10% is acceptable but more importantly appropriate

Chief Executive Capex (up to)					
Position	Approved Capex projects/activities within budgets and AMPs	Purchase orders for approved AP & LTP	Progress payments for approved AP & LTP projects	Contract variations for projects within LTP & AP	Cap ex outside of approved budgets & AMPs
Chief Executive	3,000,000	3,000,000	3,000,000	500,000	Up to within 10% of the approved annual budget subject to the officer being satisfied that relocation of budgets to fund the extra 10% is acceptable but more importantly appropriate

ELT Opex (up to)											
Position	Consultants & advisors	Training/ Conference attendance	Prosecution & dispute settlement	Travel (domestic & international)	Purchase orders	Leases, easements & other property rights	Staffing (perm/temp)	Donation/ sponsorship	Contract acceptance for LTP & AP projects/activities	Progress payments for opex within LTP & AP	Contract variations within for opex within LTP and AP
Executive Director, Corporate Services & Finance (formerly the CFO)	350,000	10,000	n/a	2,500	350,000	n/a	NO authority to approve requests for new FTE May approve direct replacements so long as these can be accommodated within the team budget. May approve movement between teams within the same group for existing roles subject to co-signing by the Executive Director, People, Culture and Capability and the Chief Financial Officer Chief Executive Officer may approve FTE outside of group budget as long as within total annual budgeted amount	20,000	350,000	350,000	70,000
Executive Director, Infrastructure & Property	350, 000	10,000	n/a	2,500	350,000	150,000	NO authority to approve requests for new FTE May approve direct replacements so long as these can be accommodated within the team budget. May approve movement between teams within the	n/a	350,000	350, 000	70,000

ELT Opex (up to)											
Position	Consultants & advisors	Training/ Conference attendance	Prosecution & dispute settlement	Travel (domestic & international)	Purchase orders	Leases, easements & other property rights	Staffing (perm/temp)	Donation/ sponsorship	Contract acceptance for LTP & AP projects/activities	Progress payments for opex within LTP & AP	Contract variations within for opex within LTP and AP
							same group for existing roles subject to co-signing by the Executive Director, People, Culture and Capability and the Chief Financial Officer Chief Executive Officer may approve FTE outside of group budget as long as within total annual budgeted amount				
Executive Director, Strategy, Engagement & Capability (includes former ED, Strategy & Engagement)	150,000	10,000	n/a	2,500	150,000	150,000	NO authority to approve requests for new FTE May approve direct replacements so long as these can be accommodated within the team budget. May approve movement between teams within the same group for existing roles subject to co-signing by the Executive Director, People, Culture and Capability and the Chief Financial Officer Chief Executive Officer may approve FTE outside of group budget as long as	20,000	150,000	150,000	30,000

ELT Opex (up to)											
Position	Consultants & advisors	Training/ Conference attendance	Prosecution & dispute settlement	Travel (domestic & international)	Purchase orders	Leases, easements & other property rights	Staffing (perm/temp)	Donation/ sponsorship	Contract acceptance for LTP & AP projects/activities	Progress payments for opex within LTP & AP	Contract variations within for opex within LTP and AP
							within total annual budgeted amount				
Executive Director, Community Services & Facilities	150,000	10,000	n/a	2,500	150,000	n/a	NO authority to approve requests for new FTE May approve direct replacements so long as these can be accommodated within the team budget. May approve movement between teams within the same group for existing roles subject to co-signing by the Executive Director, People, Culture and Capability and the Chief Financial Officer Chief Executive Officer may approve FTE outside of group budget as long as within total annual budgeted amount	20,000	150,000	150,000	30,000
Executive Director, Development & Growth	300,000	10,000	100,000	2,500	300,000	n/a	NO authority to approve requests for new FTE May approve direct replacements so long as these can be accommodated	20,000	300,000	300,000	60,000

ELT Opex (up to)											
Position	Consultants & advisors	Training/ Conference attendance	Prosecution & dispute settlement	Travel (domestic & international)	Purchase orders	Leases, easements & other property rights	Staffing (perm/temp)	Donation/ sponsorship	Contract acceptance for LTP & AP projects/activities	Progress payments for opex within LTP & AP	Contract variations within for opex within LTP and AP
							within the team budget. May approve movement between teams within the same group for existing roles subject to co-signing by the Executive Director, People, Culture and Capability and the Chief Financial Officer Chief Executive Officer may approve FTE outside of group budget as long as within total annual budgeted amount				
Chief Digital Officer	150,000	10,000	n/a	2,500	250,000	n/a	NO authority to approve requests for new FTE May approve direct replacements so long as these can be accommodated within the team budget. May approve movement between teams within the same group for existing roles subject to co-signing by the Executive Director, People, Culture and Capability and the	20,000	250,000	250,000	50,000

ELT Opex (up to)											
Position	Consultants & advisors	Training/ Conference attendance	Prosecution & dispute settlement	Travel (domestic & international)	Purchase orders	Leases, easements & other property rights	Staffing (perm/temp)	Donation/ sponsorship	Contract acceptance for LTP & AP projects/activities	Progress payments for opex within LTP & AP	Contract variations within for opex within LTP and AP
							Chief Financial Officer Chief Executive Officer may approve FTE outside of group budget as long as within total annual budgeted amount				

ELT Capex (up to)				
Position	Approved Capex projects/activities within budgets and AMPs	Purchase orders for approved AP & LTP	Progress payments for approved AP & LTP projects	Contract variations for projects within LTP & AP
Executive Director, Corporate Services & Finance (formerly the CFO)	n/a	n/a	n/a	50,000
Executive Director, Infrastructure & Property	2,000,000	2,000,000	2,000,000	200,000
Executive Director Strategy, Engagement & Capability (includes former ED, Strategy & Engagement)	150,000	150,000	150,000	30,000
Executive Director, Community Services & Facilities	150,000	150,000	150,000	30,000

ELT Capex (up to)				
Executive Director, Development & Growth	150,000	150,000	150,000	30,000
Chief Digital Officer	250,000	250,000	250,000	50,000

Appendix Two: Proposed Non-financial Delegations

COUNCIL / MAYOR / COUNCILLOR POWERS, DUTIES and RESPONSIBILITIES

Conditions and limitations apply to some to the table below which will be recorded in the Delegations Register.

Council powers, duties and responsibilities

These powers and responsibilities require a full Council decision. These have been categorised as follows:

- [Governance](#)
- [Financial Management: Treasury](#)
- [Financial Management: Procurement](#)
- [Financial Management: Funding](#)
- [Policy Management](#)
- [Risk Management](#)
- [Fees and Charges](#)
- [Infrastructure: Waste Management](#)
- [Infrastructure: Roading and Transport](#)
- [District Plan: Resource Management Act](#)
- [Property Transactions: Purchase, Sale and Disposal](#)
- [Property Maintenance: Facilities and Open Spaces](#)

The document recording the power, duty or responsibility is set out in the second column. The below list does not include all powers which council is unable to delegate but these are captured in legislation.

<i>Powers, duties and responsibilities</i>	<i>Document where delegation has been recorded</i>
<i>Governance</i>	
Exercise powers set out in Cl 32(1)(a)-(h) Schedule 7 LGA being: <ul style="list-style-type: none"> a. the power to make a rate; or b. the power to make a bylaw; or c. the power to borrow money, or purchase or dispose of assets, other than in accordance with the long-term plan; or d. the power to adopt a long-term plan, annual plan, or annual report; or e. the power to appoint a chief executive; or f. the power to adopt policies required to be adopted and consulted on under this Act in association with the long-term plan or developed for the purpose of the local governance statement; or g. the power to adopt a remuneration and employment policy. 	Council TOR Nov 22
Approve or amend the Code of Conduct for elected members	Council TOR Nov 22
Adopt and amend Standing Orders for the conduct of meetings and meetings of its committees	Standing Orders Policy

Determine whether or how to fill any extraordinary Council vacancies	Council TOR Nov 22
Approve Council's recommendation to the Remuneration Authority for the remuneration of elected members	Council TOR Nov 22
Appoint committees, subcommittees, subordinate decision-making bodies and a joint committee with another local authority or other public body in accordance with clause 30A Local Government Act 2002	Council TOR Nov 22
Appoint and discharge members of Committees (when not appointed by the Mayor)	Council TOR Nov 22
Appoint & remove chairpersons of committees or subcommittees	Council TOR Nov 22
Delegate powers to any joint committee established	Council committee terms of reference adopted Dec 2022 for the triennium
Approve the Triennial Agreement under section 15 of the Local Government Act 2002	Council TOR Nov 22
Oversee and approve Council's strategy and policy work programme	Council TOR Nov 22
Review, develop policy and practices and make decisions in respect of governance (including reviews)	Council TOR Nov 22
Oversee, develop and approve the Council's relationship with Māori, including iwi appointments or removals from committees	Council TOR Nov 22
Approve and promote council submissions on any legislation or significant amendments to legislation e.g., local bill	Council TOR Nov 22
Financial Management: Treasury	
Approve the acquisition and disposition of investments other than financial investments	Treasury Risk and Liability Management and Investment Policies, Audit & Risk TOR
Approve borrowing for any year as set out in AP/LTP	Treasury Risk and Liability Management and Investment Policies, Audit & Risk TOR
Approve charging an asset as security over borrowing	Treasury Risk and Liability Management and Investment Policies, Audit & Risk TOR
Approve transactions outside policy	Treasury Risk and Liability Management and Investment Policies, Audit & Risk TOR
Approve new and refinanced lending activity with CCO/CCTO's up to an unlimited amount	Treasury Risk and Liability Management and Investment Policies, Audit & Risk TOR
Approve Council guarantees or uncalled capital relating to CCO/CCTO indebtedness	Treasury Risk and Liability Management and Investment Policies, Audit & Risk TOR
Approve the maximum daily transaction amount (borrowing, investing, interest rate risk management and cash management) up to an unlimited amount	Treasury Risk and Liability Management and Investment Policies, Audit & Risk TOR
Approve Council guarantees or uncalled capital relating to CCO/CCTO debt	Treasury Risk and Liability Management and Investment Policies, Audit & Risk TOR
Determine the application of the Lump Sum Policy to projects	Lump Sum Policy
Determine the period over which a repayment loan will be fully paid off	Lump Sum Policy
Decide whether a targeted rate will be a "uniform annual charge"	Lump Sum Policy

Decide whether or not to credit or charge an interest factor on operating district wide or targeted rate accounts' closing balances	Lump Sum Policy, Interest on Separate Rates Account Policy
Financial Management: Procurement	
Approve procurements which span a council term and exceed the Chief Executive's financial authority	2024 Procurement Policy
Approve variations, extensions or renewals which are not specifically provided for in a contract and which exceed the Chief Executive's financial authority	2024 Procurement Policy
Financial Management: Funding	
Decline, approve and allocate non-contestable "Discretionary-only" (i.e. a specific allocated pool) in accordance with the Community Grants Policy	Community Grants Policy
Appoint and revoke membership to the Assessment Panel for community funding	Community Grants Policy
Approve the Community Funds Assessment Panel Terms of Reference	Community Grants Policy
Consider Strategic Partnerships Fund applications and make recommendations to Council for consideration in the Long-term Plan	Community Grants Policy
Delegate attendance at an assessment panel meeting to an alternative council member where the standing council member cannot attend.	Community Grants Policy
Policy Management	
Approve operational policy documents retained for approval by Council	Metapolicy, Schedule 7 Clause 32 LGA
Risk Management	
Make the final decision on a recommendation from the Ombudsman where it is proposed that Council does not accept the recommendation	Council TOR Nov 22
Fees and Charges	
Prescribe fees and charges permitted under legislation or regulation	S 150 Local Government Act 2002
Infrastructure: Waste Management	
Alter the categories and type of Approved Collection Containers	Waste Management bylaw
Alter the classification of Waste and Diverted Material as recorded in Schedule 3 Waste Management & Minimisation Bylaw.	Waste Management bylaw
Vary the form of Form of Application for a Licence	Waste Management bylaw
Infrastructure: Roading & Transport	
Agree or decline to stop a road	Road Stopping Policy
Set, amend or revoke speed limits for roads or designate urban traffic areas	Speed Limits Bylaw (Clause 7)
Temporarily prohibit or restrict parking in any parking area	Traffic and Parking Bylaw (Clause 5)
Specify any road in a residential area which may not be used by heavy motor vehicles	Traffic and Parking Bylaw (Clause 5.4)
Decide the fee and repair of damage to grass berms, foot paths, or road verge, as a result of stopping, standing or parking	Traffic and Parking Bylaw (Clause 5.5-5.6)
Restrict specific vehicles or for specific purposes on any road or part of a road	Traffic and Parking Bylaw
Specify a turning restriction on any road or part of a road	Traffic and Parking Bylaw
Amend or revoke any resolution in regard to turning restrictions	Traffic and Parking Bylaw

Prohibit times on roads in schedule three whenever the traffic control devices indicate that such prohibition is enforced	Traffic and Parking Bylaw
Amend or delete roads from Schedule 3 of the Bylaw	Traffic and Parking Bylaw
District Plan: Resource Management Act	
Approve a proposed policy statement or plan under the Resource Management Act 1991	Council TOR Nov 22
Approve a proposed plan or a change to a district plan under Clause 17 of the First Schedule of the Resource Management Act 1991	Council TOR Nov 22
Property Transactions: Purchase, Sale and Disposal	
Approve the sale or disposal of land or buildings	Land Sales Policy
Approve the purchase of land for designated purposes	Strategic Purchase of Land for Designated Purposes Policy
Property Maintenance: Facilities and Open Spaces	
Approve a designated site for camping	Camping on Reserves Policy
Approve or decline applications for memorial seats, on scenic reserves under the control and management of council.	Memorial seats in reserves and public spaces policy, S 55 (2) (a) - (d) (e) - (f) Reserves Act 1977
<p>Exercise the powers relating to reserves delegated from the Minister of Conservation*</p> <p><i>*Note powers include</i></p> <ul style="list-style-type: none"> - <i>Gazetting notices related to reserves</i> - <i>Use of reserves</i> - <i>Classification of reserves</i> - <i>Approving reserve management plans</i> - <i>Consultation on reserve classification and use</i> - <i>Disposal of reserve land</i> - <i>Consents and approvals relating to items on reserves</i> - <i>Granting certain types of leases and licences to use reserve land</i> - <i>Unification/consolidation/revocation of reserve land</i> - <i>Planting, taking of samples</i> - <i>Construction on reserves</i> 	Minister of Conservation's letter dated 27 June 2013.
Approve a request, agreement or proposal to name a reserve, when a reserve has been gifted or using sponsorship or naming rights outside of the Reserves Naming Policy	Reserve Naming Policy
Fix the price of a Council cemetery plot	Cemetery Bylaw

Mayor

Emergency Management	
Requesting the Minister's approval to designate an area	S 133BC Building Act 2004
Making a designation decision and notifying the Minister	S 133BD Building Act 2004
Determining what means to use to notify a designation when an internet site not available	S 133BE Building Act 2004
Completing a periodic review of a designation	S 133BG Building Act 2004

Extending the duration of a designation	S 133BH Building Act 2004
Terminating a designation	S 133BI Building Act 2004
Exercising powers in designated area	S 133BJ Building Act 2004
Determining whether a CDEM Act notice should continue after a state of emergency or transition period ends	S 133BM Building Act 2004
Emergency Powers – Entering a building or land	S 133BO Building Act 2004
Financial Management: Funding	
Decline, approve and allocate non-contestable community grant funding in accordance with the Community Grants Policy	Community Grants Policy
Refer urgent matters to this Assessment Panel for a decision, where the Council would ordinarily have considered the matter.	Community Funding Assessment Panel TOR
Decline, approve and allocate non-contestable "Discretionary -Only" (i.e. a specific allocated pool) community grant funding in accordance with the Community Grants Policy	Community Grants Policy
Governance	
Make a ruling on a question of interpretation or application of the Standing Orders when chairing a Council meeting	Standing Orders Policy

Other Councillor-specific delegations (in their individual capacity as councillors)

Delegation	Delegate	Source of Delegation
Regulatory Hearings: Resource Management		
Sit on a hearing panel for regulatory hearings as a general hearing commissioner where accredited	Councillors	Delegations Manual CD 103, 104

CHIEF EXECUTIVE EXCLUSIVE DELEGATIONS

These are powers sitting with the Chief Executive following the delegation review. Note that this not a comprehensive list as the Chief Executive also has all delegations that staff have (except for any powers which are exercised under warrant)

Conditions and limitations apply to some delegations which will be recorded in the Delegations Register.

General
<ul style="list-style-type: none"> • All powers and authority necessary to fulfil the operational responsibilities, duties, and obligations and responsibilities of council • Execute deeds under authority from Council within FDA limit which may apply • Hold and determine the use of the common seal.
Financial Management: Treasury
<ul style="list-style-type: none"> • Approve new and refinanced bank facilities (subject to treasury management policy). • Approve the maximum daily transaction amount up to the amount stated in treasury policy (borrowing, investing, interest rate risk management and cash management)
Financial Management: Refunds, reimbursements, expenses
<ul style="list-style-type: none"> • Authorise the use of Council funds to procure items for personal use
Risk Management
<ul style="list-style-type: none"> • Appoint Fraud Investigation team members
Infrastructure: Roading & Transportation
<ul style="list-style-type: none"> • Enter into and execute an annual Land Transport Program Agreement on behalf of Council with Land Transport NZ
Property Transactions: Leases and Licences: Agreements for the use of Council property
<ul style="list-style-type: none"> • Accept tenders and allocate lease of land publicly notified
Consent, approvals, permits and certificates
<ul style="list-style-type: none"> • Give written permission where permitted by Council bylaws and delegate all or part of that function to any officer of Council where written permission is required
Development contribution management
<ul style="list-style-type: none"> • Exercise powers set out in the development contribution policy where staff hold no delegated authority

ELT DELEGATIONS

The list below identifies delegations where ELT are the only named delegate.

ELT members can also exercise all delegations made to their team members (except for where a warrant is required).

Conditions and limitations apply to some delegations which will be recorded in the Delegations Register.

All Executive Directors

General
<ul style="list-style-type: none"> • Execute / sign confidentiality agreements, non-disclosure agreements within their group. • Exercise any powers or authority held by their staff and other officers within their group except those exercised under warrant.
Financial Management: Sensitive Expenditure
<ul style="list-style-type: none"> • Pre-approve sensitive expenditure. • Approve acceptance of complimentary tickets to an event if face value exceeds \$150. • Approve the attendance of an individual staff member at 4 or more events where a complimentary ticket has been received.
Financial Management: Procurement
<ul style="list-style-type: none"> • Endorse a product or service. • Approve an exemption to the procurement methods set out in the Procurement Policy
Risk Management
<ul style="list-style-type: none"> • Approve a response to requests for information under LGOIMA or Ombudsmen investigations
Policy Management
<ul style="list-style-type: none"> • Approve operational policy documents within their group.
Employment
<ul style="list-style-type: none"> • Approve a role for recruitment in line with staffing financial delegations • Take disciplinary action where serious misconduct has been established which is dismissal or cancellation of a contract for service.
Media & Engagement
<ul style="list-style-type: none"> • Answer media enquiries. • Make public statements. • Sign off media releases.
Sponsorship and Partnership Revenue
<ul style="list-style-type: none"> • Negotiate, approve, execute and take action under sponsorship agreements with external parties which generate revenue

ED – STRATEGY, ENGAGEMENT AND CAPABILITY

<i>Employment</i>
<ul style="list-style-type: none"> Determine the expectations and standards relating to the conduct of SDC staff and contractors
<i>Digital</i>
<ul style="list-style-type: none"> Approve or decline requests for the provision of CCTV footage Audit Council's CCTV footage for policy compliance including recording and storage retention Initiate a review of the CCTV compliance with privacy principles and overall efficacy of CCTV operations no later than 6 months from the date of installation and recommend a timeframe for further review
<i>Prosecutions and Enforcement</i>
<ul style="list-style-type: none"> Exercise the rights, duties and responsibilities of a privacy officer under the Privacy Act 2020
<i>Property Maintenance: Facilities and Open Spaces</i>
<ul style="list-style-type: none"> Decide financial contributions to management, improvement, or maintenance of any conservation area

ED – Commercial & Corporate Services

<i>Prosecution & Enforcement</i>
<ul style="list-style-type: none"> Recover all unpaid wastewater charges in accordance with S 57 to 82 of the Local Government (Rating) Act 2002
<i>Policy Management</i>
<ul style="list-style-type: none"> Review and make recommendations on aspects of treasury management policies to the Chief Executive
<i>Property Transactions: Leases and Licenses</i>
<ul style="list-style-type: none"> Negotiate, agree, grant, vary, cancel, extend, transfer, and execute agreements for leases/licenses of Council property or property wishes to own. Agree to fund or partially fund fit outs for potential or existing tenants as part of lease or license of Council property.
<i>Property Transactions: Purchase sale or disposal</i>
<ul style="list-style-type: none"> Destroying, selling, or disposing of any building products from carrying out building work and applying the proceeds of sale
<i>Financial Management: Rates</i>
<ul style="list-style-type: none"> Write off rates in accordance with the Local Government Rating Act Grant a remission of rates, amount of remission, and specify any conditions before remission is given in accordance with rates remission policies Grant a postponement of rates, amount of postponement, length of postponement and specify any conditions before postponement is given in accordance with rates postponement policies Determine the period over which a repayment loan will be fully paid off in accordance with the Lump Sum Policy Correct errors in the rate records (Section 41 of the Local Government Rating Act 2002) and to prepare and process amended assessments in rate records and valuation rolls (Section 41 of the Local Government Rating Act 2002) Commence legal proceedings to recover unpaid rates
<i>Financial Management: Treasury</i>
<ul style="list-style-type: none"> Recommend treasury management policy changes to the Audit and Risk Committee Authorise the use of approved interest rate management instruments within discretionary authority Authorise borrowing, investing, interest rate increase, cash management, transactions with bank counterparties. Recommend authorised signatories and delegated authorities in respect of treasury activities Propose new funding requirements to the Chief Executive and submit (where required) to the Audit & Risk Committee Approve amendments to Council records arising from checks to counterparty confirmations. Handle all administrative aspects of bank counterparty agreements and documentation such as loan agreements and ISDA documents. Re-finance existing debt, approve additional debt and swap rollovers and approve new borrowing in accordance with the LTP and AP. Make recommendations to the Audit & Risk subcommittee on treasury matters Execute borrowing, investment and interest rate management transactions in accordance with set limits Negotiate bank facilities Adjust interest rate risk profile Maximum daily transaction amount (borrowing, investing, interest rate risk management and cash management) up to the amount stated in policy

- Negotiation and ongoing management of lending arrangements to CCO/CCTOs in accordance with risk control limits
- Approve the opening and closing of bank accounts
- Recommend treasury management policy changes to the Audit and Risk Committee

ED – Infrastructure & Property

<i>Prosecutions & Enforcement: Powers of Appointment and issue warrants</i>
<ul style="list-style-type: none"> • Appoint enforcement officers, rangers and other positions provided for within legislation and issue warrants in accordance with legislation within their group.
<i>District Plan</i>
<ul style="list-style-type: none"> • Lodge a submission and further submission on behalf of Council for the following: <ul style="list-style-type: none"> - Any proposed District Plan or variation to a proposed District Plan administered by the Council - Any proposed District Plan or variation to a proposed District Plan administered by any other Council - Any Council initiated or privately initiated change to a District Plan administered by the Council - Any Council initiated or privately initiated change to a District Plan administered by any other Council - Any notice of requirement for a heritage order - Any notice of requirement for a designation - Any proposed Regional Plan variation to a proposed Regional Plan, or any change to a Regional Plan - Any proposed Policy Statement administered by the Council or by any other Council - Any matter lodged with the Environmental Protection Authority - Any resource consent application lodged in Selwyn District or any other district.
<i>Consents, approvals, certificates and permits: Resource Management</i>
<ul style="list-style-type: none"> • Act in respect of land affected by a resource consent application where the Council is identified as an affected landowner.
<i>Consents, approvals, certificates and permits: Water</i>
<ul style="list-style-type: none"> • Issue notice(s) under clause 1(b) of Schedule 12 Local Government Act 2002 for any works under Section 181(1) and 181(2) Local Government Act 2002 that have been approved by resolution of Council and, where an objection(s) is received to any such notice, the functions, powers and duties listed in clauses 1(d) and 1(e) of Schedule 12 of the Local Government Act 2002 to hear and determine any such objections.
<i>Infrastructure: Roading & Transportation</i>
<ul style="list-style-type: none"> • Approve the costs and administration requirements of the RAID system including erection and maintenance of individual RAPID cost • Approve a request to name a private road or right of way • Authorise a school to operate a School Patrol under the Land Transport Rule 54002, Traffic Control Devices Rule 2004
<i>Infrastructure: Construction, installation</i>
<ul style="list-style-type: none"> • Approve the installation and conditions of street light pole or standalone mobile phone antenna installations • Approve costs associated with design and installation for the lighting of a dairy cow crossing • Approve the use of underground funding for projects
<i>Property Maintenance: Facilities and Open Spaces</i>
<ul style="list-style-type: none"> • Negotiate suitable terms with a prospective tenant where Council intends to tenant a reserve where the boundary fence is not adequate
<i>Property Transactions: Property Rights</i>
<ul style="list-style-type: none"> • Grant the occupation of a road reserve for a stock underpass
<i>Fees and Charges: Facilities and open spaces</i>
<ul style="list-style-type: none"> • Apply a user charge to public toilets

ED – Community Services & Facilities

<i>Financial Management: Funding</i>
<ul style="list-style-type: none">• Authority to allocate funds from the Individuals and Teams Fund if an application requires a decision in the period between trienniums.

ED – Development & Growth

<i>Prosecutions & Enforcement: Powers of Appointment and issue warrants</i>
<ul style="list-style-type: none"> • Appoint enforcement officers, rangers and other positions provided for within legislation and issue warrants in accordance with legislation within their group. *Note powers under the Building Act sit below the ED.
<i>Civil Proceedings: Building Act</i>
<ul style="list-style-type: none"> • Functions, powers and duties under the Building Act 2004 including the delegations to file a charging document, and make applications for injunctions, pursuant to Section 377 of the Act
<i>District Plan</i>
<ul style="list-style-type: none"> • Lodge a submission and further submission on behalf of Council for the following: <ul style="list-style-type: none"> - Any proposed District Plan or variation to a proposed District Plan administered by the Council - Any proposed District Plan or variation to a proposed District Plan administered by any other Council - Any Council initiated or privately initiated change to a District Plan administered by the Council - Any Council initiated or privately initiated change to a District Plan administered by any other Council - Any notice of requirement for a heritage order - Any notice of requirement for a designation - Any proposed Regional Plan variation to a proposed Regional Plan, or any change to a Regional Plan - Any proposed Policy Statement administered by the Council or by any other Council - Any matter lodged with the Environmental Protection Authority - Any resource consent application lodged in Selwyn District or any other district.
<i>Financial Management: Refunds, reimbursements, expenses</i>
<ul style="list-style-type: none"> • Authorise the payment of a refund of bonds relating to sub-divisions.

Appendix Three: Delegations of Authority Policy

Delegation of Authority Policy

Purpose

Provide clarity on the way delegations of authority operate in practice within council and the foundational principles that underpin them.

Organisational Scope

This policy applies to elected members, employees and contractors of council.

Background

What may and may not be delegated is governed by legislation, primarily the Local Government Act 2002 (LGA), Schedule 7 cl 32 but other delegation provisions exist in other instruments e.g., Resource Management Act. This policy codifies the legislative framework set out in the LGA to assist ensure that our decision-making process is robust to mitigate and reduce legal risk.

Key Statements/Principles

Delegation of duties, powers, and responsibilities of the local authority.

- a) The council, through its governing body, may delegate powers, duties, and responsibilities of the local authority made under legislation to its committees, subordinate decision-making bodies, to employees or another organisation or person.
- b) Committees, subordinate decision-making bodies, employees, or people, that receive a delegation from the Council may further delegate (called a" sub-delegation") to any sub-committees subordinate decision-making body, employee, or person (unless restricted from doing so by the first delegation).
- c) The Chief Executive may sub-delegate powers received from Council or its committees and any power, duties, or responsibilities specific to the Chief Executive under any enactment to a Secondary Delegate (subject to any restrictions or prohibitions in place).

Receiving a delegation of authority

- a) The following can receive a delegation of authority:
 - A Committee that comprises all elected members of the local authority;
 - Committees appointed by the Council like Audit & Risk and Executive Committee of Council;
 - Joint Committees like CPW Trust Joint Working Committee;
 - Sub-committees of the above

- A working group, advisory board established by Council or established under a delegated authority of Council;
 - A Community Board;
 - Any officer of council;
 - An elected member of the Council;
 - Any other local authority organisation, or person where authorised under legislation; the enforcement, inspection, licensing, and administration related to bylaws and other regulatory matters.
- b) Multiple delegates can receive the same delegation e.g., 2 individual Project Sponsors can have the same delegated authority. However, any delegation to multiple delegates must not confuse responsibility or accountability for a task or function.
- c) Outside of an emergency or event, a delegate can only receive a delegation which reflects their area of responsibility and function. For example, a Committee of Council cannot receive a delegation which is outside of that committee's terms of reference, a staff member cannot receive a delegation outside of their area of responsibility.
- d) In the event of an emergency or the like, delegations may need to be made to those where the delegation would usually be outside of that delegates are of responsibility and function.

What can and cannot be delegated

- a) Any duties, responsibilities, and powers held by the local authority set out in any enactment may be delegated, except for any which are prohibited from being delegated under any enactment, however;
- If delegation is permitted, a Primary Delegate may sub-delegate any power, duty, or responsibility to any other officer (unless restricted from doing so by the delegator). Sub-delegation will be subject to any conditions, limitations, or prohibitions on the exercise of that delegation imposed on the Primary Delegate's exercise of their delegation. The Primary Delegate may also impose any restrictions on a sub-delegation.
 - An officer, who is a Secondary Delegate, is prohibited from further delegating any power to another officer.
 - An Elected Member of Council cannot be delegated any powers, duties, or responsibilities which Council are prohibited from delegating, or any powers, duties, or responsibilities that have already been delegated to a body identified under Receiving a delegation of authority.

Note: Examples of acceptable delegations to a member or members of Council are attending conferences on behalf of the Council, vote on remits, travel overseas to represent the Council, make decisions as accredited hearing commissioners.

- b) The act of delegating a power, duty, or responsibility does not absolve the delegator of any accountability for the exercise of that power, duty or responsibility; a delegator always retains accountability.
- c) A delegation should not be made where the delegator is restricted, limited or prevented from ensuring the delegation is appropriately exercised, managed and risks are properly mitigated.

Exercising delegated authority.

- a) Council, and any delegate, may choose whether or not to exercise a delegation.

- b) Before an authority is exercised, a delegate may:
 - refer the exercise of the authority to the delegator instead of making exercising it themselves, or
 - refer the exercise of the authority to another person to a body with appropriate delegated authority.
- c) A delegator retains the ability to exercise any power, duty, or responsibility despite any delegation of all or part of the same. Once a delegate exercises their authority, the line manager of the delegate may review the exercise of that authority. A recommendation or instruction to amend or change the decision may be made to the delegate.
- d) A Primary Delegate may delegate any duties, powers, or responsibilities they hold to a Secondary Delegate (subject to any restrictions or prohibitions).
- e) Any Secondary Delegate must exercise a delegation in accordance with any conditions, limitations, or prohibitions imposed regarding the exercise of that delegation.
- f) Where a delegation is made, the delegate is assumed to exercise their authority in accordance with the delegation and any conditions or limitations, unless evidence is provided to the contrary.
- g) Where a responsibility, duty or power has been delegated, all related responsibilities, duties or powers necessary to give effect to that delegation may be exercised unless these have already been explicitly delegated to another role.
- h) An officer to whom any responsibilities, duties or powers are delegated may exercise them in the same way and with the same effect as the delegator could have done. A delegation of a power enables a delegate to fulfil the responsibilities of their role, not any other role. The exercise of any delegation must only be for the purposes of fulfilling the responsibilities of the role for which it was given.
- i) An officer appointed to act in the role of another officer has all the powers, functions, and duties of the role in which they are acting for the period they are covering the role.
- j) Where a delegation is made to a committee, advisory panel, or another body, the delegation can only be exercised collectively and not by any particular individual in that group.
- k) Where multiple delegates receive the same delegation, there needs to be clear conditions or limitations around the exercise of that delegation per delegate to avoid any confusion over where accountability or responsibility lies for any function or task.
- l) In the case of an emergency or similar, a Primary Delegate is permitted to delegate authority to a Secondary Delegate outside of a Secondary Delegate's usual responsibility or function for the period that the emergency or similar remains in place, or until such time as determined by the delegator to effectively respond or recovery from such an event.
- m) Only delegations made in accordance with the principles of this policy and approved in accordance with correct procedure may be exercised.

Continuation and Revocation of Authority

- a) Only Council or a Primary Delegate may revoke a delegation it has made.

i.e., Council can revoke a delegation it made to a role/s and a Primary Delegate can revoke a delegation to a Secondary Delegate.

- b) Unless specifically time-limited, a delegation will continue in force until specifically revoked or varied by the delegator.
- c) Where roles change title only and there is no substantive change made to the responsibilities, duties or powers of that role, the delegation continues as if it were being exercised by the same role.

Delegation Requests

- a) Requests for staff to receive delegated authority must first be discussed with the Legal Team by a line manager of the staff member requiring the delegation.
- b) Once the Legal Team has provided advice which does not prevent the delegation from progressing, the line manager of the staff member requiring the delegation must discuss the delegation with the relevant ELT member before the delegation is sought from the Chief Executive, or from Council where there is no delegation.
- c) The Legal Team provide advice on the drafting of the delegation and who may make the delegation.

Definitions

Council – When used with a capital C within a sentence, “Council” or the “Council” means the governing body.

When a sentence starts with “Council” without a “the” preceding it, or within a sentence as a lower case “c” this means the organisation.

Delegate: Either a “Primary” or “Secondary delegate”, someone who have received a delegation.

Delegator: The body or individual who makes a delegation

Delegation of Authority: The sharing of a power held by one body or to another

Primary delegate: Those bodies or individuals that receive a delegation **directly from Council** are “Primary Delegates”.

Secondary delegate/sub-delegate: Any delegation **made by a Primary Delegate** is a “sub-delegation” and the sub-delegate is a “Secondary Delegate”.

e.g., Council delegates to the CE. CE = Primary Delegate
CE delegates to an Executive Director = Secondary Delegate/Sub-delegate

Local authority organisation or person where authorised under legislation; the enforcement, inspection, licensing, and administration related to bylaws and other regulatory matters:
External organisation or person providing a regulatory role under clause 32(5), 7th Schedule).
Examples include Police for trespass, Armourguard for noise control and potentially parking enforcement companies or the like.

Officer: Employee of council or an external person who undertaking the work of an officer of council.

Subordinate decision-making body: A community board, an advisory board, working group, joint committee or the like established by Council or established under a delegated authority of Council.

Version control table

Version	Action	Approver	Action Date
1.00	New policy introduced.	Council	Sep 25

REPORT

TO: Council

FOR: Council Meeting 17 September 2025

FROM: Head of Financial Control – Niel Koch

DATE: 2 September 2025

SUBJECT: **PROPOSED AMENDMENTS TO THE RISKPOOL TRUST DEED**

RECOMMENDATION

That Council:

- a. Receives the report on proposed amendments to the Riskpool Trust Deed;*
- b. Notes the purpose and effect of the proposed amendments as outlined in this report and the attached papers;*
- c. Approves Selwyn District Council consenting to the amendments to the Riskpool Trust Deed, as set out in the attached letter, refer to **appendix 1**, dated 21 August 2025; and*
- d. Authorises the Chief Executive to sign and return the attached consent form, refer to the last page of **appendix 1**, on behalf of Council.*

1. BACKGROUND

- 1.1. Riskpool was established in 1997 by local authorities and Civic Assurance (now Civic Financial Services Ltd) to provide collective risk protection for local government entities across New Zealand. It was formed in response to an unreliable and expensive commercial insurance market, particularly following the withdrawal of key insurers from local government liability cover.
- 1.2. Structured as a not-for-profit mutual fund with a Board of Trustees (the Board) acting in the best interests of members, Riskpool successfully operated for 20 years, returning \$178.7 million in claims to its members in comparison to \$147.5 million in contributions. Selwyn District Council was a member of the Riskpool Scheme in that period.
- 1.3. Since 2017, the Scheme has been in a managed wind-down phase. The Board's focus is now primarily on resolving legacy claims, pursuing recoveries from reinsurers, and ensuring sound trust governance.
- 1.4. Although the Riskpool Scheme is in a managed wind down phase, the Board is currently managing a number of significant workstreams relating to Riskpool including:

Domestic Litigation

- 1.5. Several legacy claims remain outstanding against the Scheme. In 2023, the Supreme Court in *Local Government Mutual Funds Trustee Ltd v Napier City Council [2023] NZSC 97* confirmed that claims against the Scheme involving both weathertight and non-weathertight defects (mixed claims) could be divided, with cover available for non-weathertight defects. This ruling had wide-ranging consequences and led to a series of other mixed defect claims proceeding against the Scheme.
- 1.6. Two of these claims are scheduled for trial in September 2025. The central issue at trial is whether the claims were validly notified under the Scheme. These proceedings are important in clarifying Riskpool's historic obligations and the interpretation of Scheme terms. The Board is working closely with its legal advisers to prepare for trial and is keeping reinsurers updated with developments.

Reinsurance recoveries

- 1.7. Reinsurance remains Riskpool's primary source of funds for accepted claims. However, the process of ensuring reinsurers meet their obligations is complex, involving multi-layered "towers" of reinsurance for each fund year. The relevant reinsurance contracts are governed by English law and subject to the jurisdiction of the London commercial courts.
- 1.8. The Board is actively engaged with London brokers, English counsel, and New Zealand advisers to pursue recovery. Litigation in London remains a possibility. Ensuring that reinsurers meet their indemnity obligations is essential to reduce the scale of any further calls on member Councils and safeguard the wider local government sector.

2. Proposed Amendments to the Riskpool Trust Deed

- 2.1. The Riskpool Trust Deed dates from 1997, with further amendments having been made in 2007.
- 2.2. As part of its ongoing governance review, the Board commissioned Webb Henderson to conduct a 'hygiene check' of the Scheme and its governing documents. That review identified a number of deficiencies in the current Trust Deed which require correction to bring the governance framework into line with best practice.
- 2.3. In summary, the proposed changes:
 - i. Clarify the duties owed under clause 6 of the Trust Deed. The amendments make clear that these duties are owed by LGMFT, rather than by the Board. It appears that has always been the intention of the drafting given that the Board is not a party to the Trust Deed. The Board will remain mindful of them and continue to seek to cause LGMFT to give effect to them.
 - ii. Clarify that the Trustee can distribute surplus funds to Members. This is implicit at present but as the Scheme pursues reinsurance recoveries it is appropriate to put the

point beyond any doubt. See clauses 6.13 and 6.14 of the Amended Riskpool Trust Deed.

- iii. Clarify that the role of the Scheme Manager under clause 9 of the Trust Deed passed to Civic Financial Service Limited, formerly known as New Zealand Local Government Insurance Corporation Limited (LGIC).
 - iv. Properly provide for indemnification and limitation of liability of LGMFT, as trustee, and the Board. The Trust Deed, as currently drafted, provides insufficient protections to LGMFT and the Board when compared to the position at common law and in typical commercial trust arrangements. The Board considers that this is an oversight which, in the interests of the Scheme and Members, should be addressed. See clause 13 of the Amended Riskpool Trust Deed.
 - v. Ensure consistent use of defined terms and correct other minor drafting issues.
- 2.4. In accordance with clause 17.1 of the Riskpool Trust Deed, the proposed amendments are conditional on not less than 90% of Members consenting in writing to the changes. There are 75 Member Councils in the relevant period, each with a casting vote.

3. Basis for Recommendation

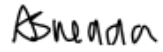
- 3.1. The Riskpool Trust Deed lacks clear provisions for indemnifying the Board. This exposes them to personal liability for the decisions they make despite acting in good faith in a complex, high-value scheme. This is not consistent with standard practice in the governance of comparable entities. In addition, the proposed amendments confirm that surplus funds may be distributed to Members and update technical provisions to reflect Riskpool's current structure.
- 3.2. To ensure Riskpool can continue to attract and retain capable Board members, to protect those serving in this capacity, and update the provisions outlined above, it is recommended that elected members approve the proposed amendments to the Trust Deed.
- 3.3. The proposed amendments do not alter Selwyn District Council's financial contributions or create new obligations. The practical effect of the amendments will be to reduce governance risk, ensure compliance with best practice, and provide the Board with adequate protections and safeguards when acting in the best interests of Selwyn District Council and other Members, in resolving legacy claims and winding down the Scheme.

Report of:



Niel Koch
Head of Financial Control

Endorsed For Agenda

A handwritten signature in black ink, appearing to read "Allison Sneddon".

Allison Sneddon
CHIEF FINANCIAL OFFICER



21 August 2025

Sharon Mason
Selwyn District Council
PO Box 90
Rollenston 7643

sharon.mason@selwyn.govt.nz

Dear Sharon

RISKPOOL: UPDATE TO TRUST DEED

As indicated in our letters of 26 May and 24 July, we write in relation to proposed amendments to the trust deed governing the Riskpool Scheme (**Trust Deed**).

The Trust Deed dates from 1997, with further amendments having been made in 2007. As part of its ongoing governance review, the Board of Local Government Mutual Funds Trustee Limited (**LGMFT**) engaged Webb Henderson, legal and regulatory advisors, to conduct a 'hygiene check' of the Scheme and its governing documents. That review identified a number of deficiencies in the current Trust Deed which require correction to bring the governance framework into line with best practice.

Accompanying this letter are drafts of:

- the proposed deed of amendment and restatement of the existing Trust Deed (**Deed of Amendment and Restatement**); and
- a copy of the Trust Deed marked up to show the changes which would be affected by the Deed of Amendment and Restatement (**Amended Deed**).

In summary, the proposed changes:

- Clarify the duties owed under clause 6 of the Trust Deed. The amendments make clear that these duties are owed by LGMFT, rather than by the Board. It appears that has always been the intention of the drafting given that the Board is not a party to the Trust Deed. The Board would of course still be mindful of them and will continue to seek to cause LGMFT to give effect to them.
- Clarify that the Trustee can distribute surplus funds to Members. This is implicit at present but as the Scheme pursues reinsurance recoveries it is appropriate to put the point beyond any doubt. See clauses 6.13 and 6.14 of the Amended Deed.

- Clarify that the role of the Scheme Manager under clause 9 of the Trust Deed passed to Civic Financial Services Limited, formerly known as New Zealand Local Government Insurance Corporation Limited (LGIC).
- Properly provide for indemnification and limitation of liability of LGMFT, as trustee, and the Board. The Trust Deed, as currently drafted, provides insufficient protections to LGMFT and the Board when compared to the position at common law and in typical commercial trust arrangements. The Board considers that this is an oversight which, in the interests of the Scheme and Members, should be addressed. See clause 13 of the Amended Deed.
- Ensure consistent use of defined terms and correct other minor drafting issues.

Consent procedure

In accordance with clause 17.1 of the Trust Deed, the amendment and restatement of the Deed of Trust is conditional on not less than 90% of Members consenting in writing to the changes. We encourage all members to engage with the process of amendment and will be happy to arrange one-on-one sessions and virtual briefings with members to explain the proposed amendments.

If the amendments proposed by the Deed of Amendment and Restatement are acceptable to you, please sign the attached consent and return it to us at your earliest convenience, and no later than **30 September 2025**.

If you have any questions or would like to discuss any of the matters outlined above, please don't hesitate to contact me at: stephen.ferson@riskpool.org.nz

Ngā mihi



Stephen Ferson
General Counsel
Local Government Mutual Funds Trustee Ltd (Riskpool)

CONSENT TO TRUST DEED AMENDMENTS

Selwyn District Council, a local authority within the meaning of the Local Government Act 2002, in its capacity as a Member of the Scheme (and having received such advice, if any, as it has considered appropriate in the circumstances), hereby irrevocably consents to the amendments to the deed of trust dated 1 July 1997 and as varied pursuant to a Deed of Variation of Deed of Trust dated 22 July 2007 between Civic Financial Services Limited (previously named New Zealand Local Government Insurance Corporation Limited) and Local Government Mutual Funds Trustee Company Limited (**Trust Deed**) as proposed in the draft Deed of Amendment and Restatement of Trust Deed relating to the New Zealand Mutual Liability Riskpool circulated under cover of the letter from Stephen Ferson, General Counsel of Riskpool, dated 21 August 2025.

The terms "Member" and "Scheme" shall have the same meaning in this Consent as in the Trust Deed.

Dated:

SIGNED for and on behalf of
Selwyn District Council by:

Authorised Signatory

Deed of Amendment and Restatement

DEED dated 2025

Parties

1. **Civic Financial Services Limited** (formerly known as New Zealand Local Government Insurance Corporation Limited) (**Civic**)
2. **Local Government Mutual Funds Trustee Limited (LGMFT)**

Background

- A. On 1 July 1997, the parties entered into a Deed of Trust (as varied by Deed of Variation dated 22 June 2007) (**Deed of Trust**).
- B. The parties now wish to amend and restate the Deed of Trust, on the terms set out in this deed.
- C. The amendments to the Deed of Trust are in the interests of Members, and (in accordance with, and for the purposes of clause 17.1 of the Deed of Trust) the consent of Members will be sought in respect of them.

The parties agree as follows:

1. Interpretation

1.1 In this Deed:

- (a) **Effective Date** means the date on which the consent (pursuant to clause 17.1 of the Deed of Trust) of the requisite number of Members is received in writing, in accordance with clause 2 of this deed;
- (b) **Deed of Trust** has the meaning given to it in the Background;
- (c) **Revised Deed** means the deed set out in the Appendix of this deed;
- (d) capitalised terms that are not defined in this deed have the meaning given to them in the Revised Deed; and
- (e) headings are to be ignored in construing this deed.

2. Condition

In accordance with clause 17.1 of the Deed of Trust, the amendment and restatement of the Deed of Trust pursuant to this deed is conditional on not less than 90% of Members consenting in writing to the changes shown as marked up in the version of the Revised Deed attached as the Appendix to this deed.

3. Amendment

3.1 Amendment and restatement

Subject to clause [2](#), with effect on and from the Effective Date, the Deed of Trust is amended and restated in the form of the deed set out in the Appendix. Except to the extent amended by this deed, the Deed of Trust continues in full force and effect.

3.2 Confirmation

- (a) Each party acknowledges and confirms that on and from the Effective Date, the parties shall have the benefit of the Revised Deed in accordance with its terms and are bound by the terms of the Revised Deed and have the obligations set out in it.
- (b) The parties:
 - (i) acknowledge that, in the period prior to the Effective Date, the references in clause 6 of the Deed of Trust to duties, responsibilities, discretions, and powers of the "Board" were intended by the parties to mean (and have been understood and applied as being) duties, responsibilities, discretions, and powers of the Trustee Company, acting by and through the instrumentality of the Board; and
 - (ii) agree and confirm that, as a result, the amendments to that clause 6 as set out in the Revised Deed are consistent with that intent and understanding.

4. General

4.1 Further assurance

Each party shall take all steps, execute all documents and do or procure all other acts and things reasonably required to give effect to this deed according to its true intent.

4.2 Entire agreement

This deed records the entire agreement between the parties concerning the amendment and restatement of the Deed of Trust.

4.3 Counterparts

This deed may be executed in any number of counterparts (including electronically scanned copies) all of which, when taken together, will constitute one and the same instrument. A party may enter into this deed by executing any counterpart.

4.4 Deed binding and delivered

For the purposes of Section 9 of the Property Law Act 2007, this deed:

- (a) is intended to be immediately and unconditionally binding upon each party to be bound by it when that party executes this deed; and
- (b) without limiting any other mode of delivery, will be delivered by each of the parties immediately on execution and exchange of this deed in accordance with clause [4.3](#).

4.5 **Governing Law**

This deed is governed by the laws of New Zealand and each party irrevocably and unconditionally:

- (a) submits to the non-exclusive jurisdiction of the courts of New Zealand; and
- (b) waives any right to object to any proceedings being brought in, or transferred to, those courts.

Executed as a Deed

Signed for **LOCAL GOVERNMENT MUTUAL FUNDS TRUSTEE LIMITED** by:

Signature of director

Signature of director

Name of director

Name of director

Signed for **CIVIC FINANCIAL SERVICES LIMITED** by:

Signature of director

Signature of director

Name of director

Name of director

DATED

1997

**NEW ZEALAND LOCAL GOVERNMENT INSURANCE CORPORATION
LIMITED**

(“LGIC”)

AND

LOCAL GOVERNMENT MUTUAL FUNDS TRUSTEE COMPANY LIMITED

(“Trustee Company”)

DEED OF TRUST

THIS DEED OF TRUST made the 1st day of July 1997

PARTIES

CIVIC FINANCIAL SERVICES LIMITED (FORMERLY KNOWN AS NEW ZEALAND LOCAL GOVERNMENT INSURANCE CORPORATION LIMITED-at Wellington) ("LGIC")

LOCAL GOVERNMENT MUTUAL FUNDS TRUSTEE COMPANY LIMITED
("Trustee Company")

BACKGROUND

- A. LGIC is a Local Authority Trading Enterprise as that term is defined in the Local Government Act 1974.
- B. Trustee Company is a company incorporated under the Companies Act 1993 and is a wholly owned subsidiary of LGIC.
- C. LGIC, in consultation with Jardine, has agreed to establish a Trust pursuant to this deed to provide the Fund and the Scheme (to be known as the New Zealand Mutual Liability Riskpool) for the benefit of the Members of the Scheme and to manage all Claims for Civil Liabilities against the Members of the Scheme which may arise in connection with the exercise by the Members of any of their powers, duties or functions.
- D. The purpose for establishing this Trust in consultation with Members is to benefit residents and ratepayers of New Zealand and in particular that purpose is to be achieved by enabling Members to be recompensed from the Fund in respect of liabilities thus reducing the need for insurance cover and reducing Members' annual expenses. In addition the Scheme Manager will work with Members to ensure that proper systems are developed to promote the efficient and safe fulfilment of each Member's functions thus providing a benefit to the community as a whole.
- E. LGIC has agreed to hold all the shares in Trustee Company on trust for the Members of the Scheme pursuant to this deed.
- F. Trustee Company has agreed to act as Trustee of the Scheme and to hold and apply the Fund in accordance with this deed and the other Scheme Documents so as to provide the benefits intended to be obtained by Members of the Scheme as envisaged by this deed and the other Scheme Documents.

THIS DEED WITNESSES:

1. Interpretation

1.1. In this deed unless the context clearly requires otherwise:

“**Act**” means the Companies Act 1993.

“**Additional Contribution**” means any additional or further contribution to an Annual Fund by a Member, after the initial Contribution to that Annual Fund, called for or demanded by the Board pursuant to this deed and the Scheme Rules.

“**Annual Fund**” means the separate fund established, pursuant to the Scheme Documents, for each Fund Year of the Scheme.

“**Board**” means the directors of Trustee Company who number not less than the quorum required pursuant to the Constitution acting together as a board of directors.

“**Call**” means each call or demand for an Additional Contribution.

“**Civil Liability**” means any civil liability resulting from an obligation, function, power or duty of a Member arising under law and includes any public liability and any liability for negligence of the Member.

“**Claim**” means any claim by a Member in respect of that Member’s Civil Liability during the term of the Scheme in respect of the Risks.

“**Constitution**” means the constitution of Trustee Company as may be varied, or substituted from time to time.

“**Contribution**” includes each Member’s initial contribution to each Annual Fund as determined by the Board, pursuant to clause 11 and each Additional Contribution.

“**Deed of Participation**” means the deed of participation required to be entered into by each Member pursuant to clause 16.

“**Fund**” means all assets and property of the Scheme and includes each separate Annual Fund.

“**Fund Manager**” means the manager of the Fund pursuant to clause 10.

“**Fund Year**” means the year commencing 4.00pm on 30th June in each year and terminating 4.00pm on 30th June in the next following year, or as otherwise determined by the Board.

“**Guidelines for Exercise of Discretion**” or “**Guidelines**” means the guidelines from time to time set out by the Board as detailed in clause 8.1.

“**Indemnity Cover**” means insurance cover purchased by the Board on behalf of Members to meet the Claims of the Members in the amount and in respect of the Risks determined from time to time by the Board being amounts payable in excess of the pooled cover.

“Jardine” means Jardine Risk Consultants Limited.

“Local Authority” means a local authority pursuant to the Local Government Act 1974.

“Member” means any person or body (whether incorporated or not) admitted as a Member to the Scheme pursuant to the Scheme Documents.

“Pooled Cover” means cover provided from the Fund to manage and, if the Claims are accepted by the Board, settle or pay the Claims against the Members in respect of the Risks.

“Risks” means those risks of Civil Liability of each Member and which fall within the Guidelines for Exercise of Discretion for the relevant Fund Year.

“Scheme” means the scheme, to be known as the New Zealand Mutual Liability Riskpool, constituted by this deed and the other Scheme Documents.

“Scheme Documents” means this deed, the Scheme Rules, and the Constitution of Trustee Company and for each Member, its Deed of Participation and the Guidelines.

“Scheme Manager” means the manager of the Scheme appointed from time to time pursuant to clause 9.

“Scheme Manager’s Quantum” shall mean \$30,000 inclusive of self retained limit or such other amount as shall from time to time be fixed by the Board.

“Scheme Rules” means the rules of the Scheme as promulgated by the Board from time to time.

“Scheme Solicitor” means the solicitor appointed from time to time by the Board.

“Self Retained Limit” means the deductible or excess to be borne by each Member in respect of its Risks and Claims against it as provided in the Guidelines.

“Shares” means the shares in Trustee Company.

“Underlying Claim” means any claim for civil liability (covered for the time being under the Guidelines) made against a Member which may give rise to a Liability; but also includes a claim which may give rise to a Liability to a Member under any other category of risk to that Member which the Guidelines of the Scheme may properly have been extended to cover pursuant to the terms of this deed.

1.2. In this deed, unless the context clearly otherwise requires:

1.2.1. Words importing the singular shall include the plural and vice versa;

1.2.2. References to any legislation shall include references to all amendments to that legislation and to any legislation passed in substitution for it (in whole or in part);

- 1.2.3. References to “director” or “directors” shall be to a director, or directors, of Trustee Company, acting in their capacity as such; and;
- 1.2.4. References to persons shall be deemed to include references to individuals, companies, corporations, firms, partnerships, joint ventures, associations, organisations, trusts, states or agencies of state, government departments and local and municipal authorities in each case whether or not having separate legal personality.

2. Constitution of the Scheme

- 2.1. A scheme is hereby established by LGIC and Jardine for the benefit of Members of the Scheme with the objects set out in clause 2.4. The name of the Scheme shall be the New Zealand Mutual Liability Riskpool.
- 2.2. The parties agree that Trustee Company shall act as the Trustee of the Scheme established under this deed and shall be responsible to ensure that the purposes of the Scheme as provided by this deed and the other Scheme Documents are carried into effect.
- 2.3. The Fund of the Scheme shall include all assets and property for the time being held by or on behalf of Trustee Company, derived from:
 - 2.3.1. Contributions;
 - 2.3.2. Additional Contributions;
 - 2.3.3. Any gifts, donations or grants;
 - 2.3.4. Revenue from investments;
 - 2.3.5. Proceeds of realisation of investments;
 - 2.3.6. Any policies or contracts of re-insurance or indemnity;
 - 2.3.7. Any recoveries;
 - 2.3.8. Any other source.
- 2.4. The Fund shall be held in trust for the benefit of the Members of the Scheme by Trustee Company upon the trusts and for the objects contained in this deed and shall be managed, administered and applied by Trustee Company in accordance with the powers contained in this deed, in order to attain those objects.
- 2.5. LGIC hereby declares that it holds the Shares on trust for the benefit of the Members in accordance with the terms of this deed and the other Scheme Documents for the objects and purposes of the Scheme.
- 2.6. Trustee Company is and shall remain responsible for the safe custody of all money, policies, certificates and other documents of title and value in connection with the Fund and for the safe custody, realisation and distribution of all assets and property from the Fund, from time to time vested in Trustee Company.

3. Purposes and Objects

- 3.1. LGIC and Trustee Company declare that their purposes in entering into this deed and the objects of the Scheme are:
 - 3.1.1. To establish and maintain an Annual Fund for each Fund Year during the term of the Scheme for the benefit of the Members to meet the costs of establishing and running the Scheme and, subject to the terms of this deed and the other Scheme Documents and the Guidelines, to pay the Civil Liabilities of the Members arising from the Risks covered by the Scheme and specified in the Scheme Documents with the intention that Members' needs for insurance cover and insurance expenses are reduced for the benefit of residents and ratepayers;
 - 3.1.2. To provide Pooled Cover in respect of Risks as may be determined from time to time by the Board;
 - 3.1.3. To manage and settle or pay Claims made against Members;
 - 3.1.4. To develop programmes for the management of the risk of loss arising out of Civil Liability of the Members;
 - 3.1.5. To reduce the amount and frequency of losses to the Members arising out of Civil Liability;
 - 3.1.6. To purchase such Indemnity Cover or re-insurance in respect of such Risks as may be determined from time to time by the Board;
 - 3.1.7. To undertake such other functions in relation to the management of Civil Liability as the Board may from time to time require having regard to the interests of the Members, including making grants from the Fund to a Member or any other person or body approved by the Board;
 - 3.1.8. To investigate and if deemed appropriate by the Board, establish other Funds to cater for the insurance needs of Local Authorities and other local government organisations;
 - 3.1.9. To work with Members to ensure that proper systems are developed to promote the efficient and safe fulfilment of each Member's functions to provide to the Community as a whole;
 - 3.1.10. To do all other things as may be necessary or desirable to further the above objects in the interests of the Members of the Scheme.
- 3.2. The parties agree that they will co-operate to the fullest extent with each other in the implementation of the purposes stated in clause 3.1 and act in accordance with the provisions and spirit and intent of this deed.
- 3.3. LGIC shall be entitled to be paid an administration fee to be determined from time to time by the Board for the performance of its functions and duties under this deed as Fund Manager and for the provision of any other services to Trustee Company.

4. The Fund

- 4.1. Trustee Company shall establish and maintain a Fund in the amount recommended by the Board and shall at the commencement of each Fund Year during the term of the Scheme on the advice of the Board invite the Members of the Scheme to contribute to the Fund at such levels as are determined pursuant to clause 6.6 to meet:
 - 4.1.1. such Underlying Claims as may be made against any one or more of the Members during that Fund Year in respect of Risks to the extent of the Pooled Cover.
 - 4.1.2. the premium payable to an appropriate indemnity insurer or insurers to provide Indemnity Cover for the Members during that Fund Year.
 - 4.1.3. the operating expenses of the Scheme for that year.
 - 4.1.4. the grants or allocations to be made pursuant to clauses 3.1.7 or 3.1.8 (if any).
 - 4.1.5. any other amount determined by the Board to be required for the continuation of the Scheme.
- 4.2. Each Underlying Claim made upon any of the Members during a Fund Year in respect of Risks may at the discretion of the Board be met:
 - 4.2.1. to the extent that the Underlying Claim does not exceed the amount of the Pooled Cover of the Annual Fund for that Fund Year from that Annual Fund;
 - 4.2.2. to the extent that the Underlying Claim exceeds the amount of the Pooled Cover but does not exceed the amount of the Indemnity Cover for that Fund Year
 - (i) to the amount of the Pooled Cover, from the relevant Annual Fund for that Fund Year;
 - (ii) thereafter from Indemnity Cover for that Fund Year to the extent of that Cover;
 - 4.2.3. To the extent that the Underlying Claim exceeds the amount of the Pooled Cover and the Indemnity Cover for that Fund Year;
 - (i) to the amount of the Pooled Cover, from the relevant Annual Fund for that Fund Year;
 - (ii) to the amount of the Indemnity Cover for that Fund Year, to the extent of that cover;
 - (iii) the balance by the Fund from surpluses from previous Fund Years and from Additional Contributions from Members;

(iv) to the limit of any guarantee provided by LGIC, by LGIC.

- 4.3. The Members shall be invited to Contribute to the Fund in the proportions to be determined annually by the Board. The Contributions by Members for each Fund Year shall be held and accounted for as a separate Annual Fund for that Fund Year.
- 4.4. Trustee Company shall administer the Fund with the intent that upon the settlement of all Claims made in respect of occurrences or events arising during the relevant Fund Year;
 - 4.4.1. any surplus or anticipated surplus remaining in the Annual Fund ~~attributable to~~for that Fund Year shall be allocated at the absolute direction of the Board towards liabilities of the Fund for any later Fund Year; and
 - 4.4.2. any deficiency in the Annual Fund for that Fund Year shall be met by Additional Contributions by each Member in the proportion in which Contributions were made to the Annual Fund for that Fund Year.

5. Board of Trustee Company

- 5.1. LGIC shall, following consultation with the Board, appoint persons (not exceeding a maximum of six at any one time) as directors for a term not exceeding three years and one month, and may following consultation with the Board at any time remove, with or without a replacement, any director.
- 5.2. Unless otherwise expressly provided in this deed or the Constitution, questions arising at any meeting of the Board shall be decided by a simple majority of the votes of those directors present and voting.
- 5.3. The quorum necessary for the transaction of business at meetings of the Board shall be the majority of the Directors. A director is to be counted for quorum purposes whether entitled to vote or not.
- 5.4. Subject to the provisions of this deed and any applicable law, LGIC shall determine, from time to time, what (if any) directors fees, other valuable consideration or other benefit shall be paid or given by Trustee Company out of the Fund to any director in respect of that person's performance of duties as a member of the Board.
- 5.5. No director may hold office for more than twelve years, whether continuously or in aggregate over several periods.

6. Duties of the ~~Board~~Trustee Company

- 6.1. The ~~Board~~Trustee Company shall be responsible to LGIC as shareholder (as trustee for the Members). Notwithstanding anything to the contrary in the Constitution, the duties of the ~~Board~~Trustee Company shall include:
 - 6.1.1. Implementing and achieving the purposes and objects of the Scheme;

- 6.1.2. Considering all Claims made against the Fund and determining whether or not the [Board's Trustee Company's](#) discretion should be exercised to meet the Claim for the Member from the Pooled Cover;
- 6.1.3. Ensuring the Scheme is and remains financially viable and solvent within the "solvency tests" laid down by the Act and generally at law;
- 6.1.4. Conduct its business in accordance with this deed and other Scheme Documents, and otherwise in such manner as is resolved by the Board from time to time;
- 6.1.5. Promulgating and amending the Scheme Rules and the Guidelines from time to time.
- 6.2. The [Board Trustee Company](#) shall regard the purposes and objects of this deed and the Scheme as being of paramount importance in decisions made and policies adopted by it in relation to the Scheme and shall adopt and use such management and other techniques as will ensure that those main objectives are achieved.
- 6.3. The Trustee Company being a wholly-owned subsidiary of LGIC (as trustee for the Members), any director may act in a manner which he or she believes is in the best interests of LGIC (as trustee for the Members) and the Members, notwithstanding that it may not be in the best interests of the Trustee Company.
- 6.4. A director who is an officer, employee, nominee or representative of a Member shall only be disqualified from voting on any matter that affects that Member if it affects the Member directly and in a materially different way from which it affects other Members or there are personal reasons why that director has a conflict of interest.
- 6.5. The [Board Trustee Company](#) shall from time to time appoint the Scheme Solicitor for such tenure and upon such terms as it shall in its sole discretion decide, but such appointment shall be formally reviewed by the [Board Trustee Company](#) at least every three years.
- 6.6. The [Board Trustee Company](#) shall be responsible for the financial management of the Scheme to the extent that it shall:
 - 6.6.1. annually prepare the financial statements and, where considered necessary, report to the Members on any items arising from those statements;
 - 6.6.2. annually determine the Guidelines for the Risks to be provided for from the Fund for any Fund Year;
 - 6.6.3. annually determine the amount of Pooled Cover to be provided for the Members from the Fund for any Fund Year;
 - 6.6.4. annually determine the amount and nature of Indemnity Cover to be purchased for the Members from the Fund for any Fund Year and to determine the indemnity insurer or insurers for this purpose;

- 6.6.5. be responsible for the assessment of the Members to determine the proportion in which they are to contribute to the Fund in each year. Each Member shall be required to and shall provide to the [BoardTrustee Company](#) and to the Scheme Manager such information as the [BoardTrustee Company](#) or the Scheme Manager may require in relation to the history of Civil Liability Claims made against the Member, the Member's operating procedures or such other matters as may be directed in order to permit the [BoardTrustee Company](#) to carry out its obligations under this clause.
- 6.7. The [BoardTrustee Company](#) may from time to time establish, or disestablish, a Claims Committee. Any such Claims Committee shall have such membership, duties, functions and powers, and be subject to such procedures, as the Board may from time to time stipulate. Where a Claims Committee is disestablished, its duties, functions and powers shall revert to the [BoardTrustee Company](#) (but without prejudice to the validity or effectiveness of any act or omission of the Claims Committee prior to its disestablishment), and any reference in this deed to the Claims Committee shall be read accordingly.
- 6.8. The [BoardTrustee Company](#) at its discretion may establish such other committees, to be constituted by such persons, as the Board may determine. ~~The~~[The Trustee Company, and the](#) Board may delegate such of its powers, duties and functions as it may determine to any committee or person.
- 6.9. The [BoardTrustee Company](#) at all times remains responsible for powers and duties delegated to any committee or person and must monitor, by means of reasonable methods properly used, the exercise of those powers and duties by the delegate.
- 6.10. The [BoardTrustee Company](#) shall consider regularly the reports of the Scheme Manager and the Claims Committee in relation to Claims and:
- 6.10.1. shall, on the recommendation of the Claims Committee and Scheme Manager, determine whether to accept or reject any Claim;
- 6.10.2. from time to time shall issue instructions to the Claims Committee and Scheme Manager regarding the processing of Claims
- 6.10.3. shall, on written request from a Member, reconsider any Claim that has been rejected.
- 6.11. [Intentionally Omitted]
- 6.12. Where it becomes apparent to the [BoardTrustee Company](#) that the Annual Fund for any Fund Year will be insufficient to meet Claims payable from that Annual Fund, the [BoardTrustee Company](#) may at any time require the payment by the Members of an Additional Contribution in the same proportions as the Contributions paid by each of the Members to that Annual Fund in order to ensure that all Claims upon that Annual Fund are able to be met.
- 6.13. In addition to the provisions of this clause the [BoardTrustee Company](#) may at any time resolve to apply by way of transfer or loan any actual or anticipated surplus

then remaining in any Annual Fund to any later Annual Fund, or to such purposes as ~~may~~the Trustee Company in its absolute discretion determines from time to time to be ~~considered~~ appropriate having regard to the purposes of the Scheme and this deed.

6.14. The ~~Board~~Trustee Company, in accordance with the provisions of this deed, may make payments and grants from the Fund for the benefit of the Members and to further the objectives of the Scheme as the ~~Board~~Trustee Company deems fit in its absolute discretion.

~~6.15.~~ The Trustee Company ~~Board~~ shall within 12 months from the commencement of the Scheme hold an annual meeting of Members to be convened no earlier than 30 days after the

~~6.16.~~6.15. mailing to Members of notice of such meeting. In each subsequent year in which the Scheme continues the Board shall in the same manner hold an annual meeting.

~~6.17.~~6.16. Any meeting of the Members shall be called and conducted as closely as is practicable in accordance with the Constitution and the Act as if it were a meeting of the shareholders of Trustee Company and as if the Members were shareholders of Trustee Company, and each meeting shall otherwise regulate its own proceedings, however at any such meeting:

~~6.17.1.~~6.16.1. a Member shall have one vote;

~~6.17.2.~~6.16.2. a Member may vote only in respect of matters arising in, from or relating to a Fund Year during which the Member was or is a Member of the Scheme; and

~~6.17.3.~~6.16.3. matters arising in, from or relating to different Fund years shall be considered and voted on separately.

7. [Intentionally Omitted]

8. Guidelines and Claims

8.1. The Trustee Company (acting through the Board) upon the recommendation of the Scheme Manager shall set at the commencement of each Fund Year Guidelines for the exercise of its discretion as to whether or not Claims by Members should be met out of the Pooled Cover.

8.2. The Trustee Company (acting through the Board) shall have absolute and unfettered discretion as to whether or not any Claim should be met out of the Pooled Cover and shall be influenced by but not bound by the Guidelines.

8.3. The Claims Committee may authorise the Scheme Manager to meet Claims out of the Pooled Cover where:

8.3.1. Those Claims do not exceed the Scheme Manager's Quantum and;

8.3.2. The Claim falls within the Guidelines and;

8.3.3. The Underlying Claim against the Member is one for which the Member is reasonably liable and would in all probability be held liable at law for the amount of the Claim.

8.4. Where the quantum of any Underlying Claim exceeds the Scheme Manager's Quantum the Claims Committee shall authorise the Scheme Manager in conjunction with the Scheme Solicitor to administer and deal with that Underlying Claim but any settlement of a claim shall be authorised by the Claims Committee.

9. Engagement of Scheme Manager

9.1. The Trustee Company Board shall appoint a person to be the Scheme Manager upon such conditions as to tenure and remuneration or otherwise as shall be determined by the Trustee Company Board in its sole discretion and agreed upon by the Scheme Manager, and the parties record that:

9.1.1. the first Scheme Manager appointed by the Trustee Company was shall be Jardine, which was appointed for a period of 5 years from commencement of the Scheme; and

9.1.2. With effect from 30 June 2012, LGIC was appointed as Scheme Manager and, without interruption, has continued in that capacity from that date and remains the Scheme Manager as at the date of this deed.

9.2. The Scheme Manager's duties shall be determined by the Trustee Company Board from time to time and may include:

9.2.1. from time to time undertake an assessment of the Members or any of them and their activities to assist the Fund Manager in the determination of the proportion in which the Members are to contribute to the Fund in any year and upon the conclusion of any such investigation direct the Members or any of them as to the procedures to be adopted by them to prevent losses or to minimise Civil Liability.

9.2.2. under the supervision and direction of the Claims Committee and the Board, the management of Claims made against each Member including:

- (a) the investigation and assessment of those Claims;
- (b) the preparation of regular reports to the Board on the progress of Claims and the preparation of recommendations as to the acceptance, rejection, settlement, litigation or other handling of the Claims;
- (c) the issue of instructions to the Scheme Solicitor for advice min respect of Claims and for assistance in the defence of Claims.

9.2.3. the provision of loss prevention and risk minimisation guidelines to members.

9.3. The Scheme Manager shall be available at all times to any member of the Trustee Company, the Board, or any member of the Claims Committee or any other

committee of the Board, or any of the Members of the Scheme, to answer any questions on the conduct of the Scheme's activities.

10. Fund Manager

- 10.1. LGIC shall be the Fund Manager upon such conditions as to remuneration or otherwise as shall be agreed by the Board and LGIC. In the event that LGIC becomes insolvent or ceases to trade then the Board shall appoint a new Fund Manager.
- 10.2. The Fund Manager's duties shall be determined by the Board from time to time and shall include:
 - 10.2.1. the keeping of the accounts of the Annual Fund for each Fund Year;
 - 10.2.2. the provision of administrative and secretarial services to Trustee Company and the Board including setting agendas and submitting reports;
 - 10.2.3. the preparation of advice and recommendations on the investment of any moneys of the Fund not immediately required and implementation of decisions of the Board;
 - 10.2.4. the preparation of regular reports to the Board in such form as the Board shall from time to time direct in respect of each Annual Fund as to:
 - (i) Claims outstanding;
 - (ii) The Scheme Manager's assessment of liability in respect of each outstanding Claim;
 - (iii) The ability of the Fund to meet the assessment of liability;
 - (iv) The assessment of further Additional Contributions required, if any;
 - (v) The investment of the moneys of the Fund not immediately required;
 - (vi) The allocation of surplus moneys in the Fund, if any;
 - 10.2.5. the preparation of the annual operating budget;
 - 10.2.6. the calculation of Contributions in conjunction with actuarial advice and advice from the Scheme Manager;
 - 10.2.7. the recommendation of the level of Pooled Cover to be provided in any Fund Year;
 - 10.2.8. the recommendation of the level of Indemnity Cover to be provided in any Fund Year.
- 10.3. The Fund Manager shall be available at all times to any member of the Board or any member of the Claims Committee or any other committee of the Board or any Member of the Scheme to answer questions on the management of the Fund.

- 10.4. The Fund Manager shall negotiate Indemnity Cover as requested by the Board and satisfying any specific requirements of LGIC while LGIC's Deed of Guarantee is operative or while there are outstanding amounts due to LGIC under any Deed of Guarantee.

11. Contributions to Scheme

- 11.1. Each Member, as a condition of membership of the Scheme for that Fund Year, shall pay the initial Contribution determined by the Board for that Member for that Fund Year.
- 11.2. The Contributions determined for any Member in respect of any Fund Year, shall be determined having regard to the advice from the Claims Committee, the Fund Manager and the Scheme Manager and such matters as the Board considers relevant to the Scheme Member's level of risk and may include, without limitation:
 - 11.2.1. the Member's revenue base;
 - 11.2.2. the geographical location of the Member's territory;
 - 11.2.3. the population of the Member's territory;
 - 11.2.4. the Member's Civil Liability claims history (both during and prior to its membership of the Scheme;
 - 11.2.5. any matter relating to the nature of the Member's territory or its operations which create increased or reduced risks of Civil Liability;
 - 11.2.6. any matters relevant to the Scheme Member's risk management practices that are known to the Board;
 - 11.2.7. any other matters the Board considers relevant, having regard to the purposes and objects of the Scheme.
- 11.3. If during a Fund Year it becomes apparent to the Board that as a result of unexpected or exceptional circumstances the Fund for that Fund Year will be insufficient to meet Claims payable from the Fund, the Board may determine an Additional Contribution payable by each Member for the Fund Year (which will be in the same proportion to the Additional Contributions of all other Members as the initial Contribution paid by the Member for that Fund Year bears to the initial Contributions of all Members for that Fund Year).
- 11.4. All Contributions (including any Additional Contribution under sub-clause 11.3) must be paid within twenty days of the date of the contribution notice given to the Member by the Board, the Scheme Manager or the Fund Manager (or such longer period as stated in the notice or determined by the Board).
- 11.5. Without affecting any other Rule, if the amount of any Contribution (including any Additional Contribution under sub-clause **Error! Reference source not found.**) is not paid by the due date:

- 11.5.1. interest may, if the Board so determines, accrue calculated daily, on daily balances (and compounding semi-annually) at the Bank of New Zealand Indicator Rate from the due date to the date of actual payment;
- 11.5.2. an unpaid Contribution (and interest) constitutes a debt payable by the relevant Member to the Scheme and Trustee Company may bring proceedings for the recovery of that debt in its name on behalf of the Scheme.

12. Bank Account, Investment and Borrowing Powers

- 12.1. Trustee Company shall open a bank account for the Fund with a registered Bank determined by the Board.
- 12.2. The name of the bank account and the persons authorised as signatories to operate the bank account shall be determined by the Board.
- 12.3. The parties agree that the Trustee Company may invest moneys received in respect of the Fund and not immediately required to meet the liabilities of the Fund;
 - 12.3.1. with any registered Bank;
 - 12.3.2. in any security or investment authorised by the Trustee Act; or
 - 12.3.3. in any security or investment authorised by the Local Government Act 1974 or prescribed pursuant to and for the purposes of that Act; or
 - 12.3.4. with the Trustee of any other Trust Fund established for the benefit of Local Authorities or other local government organisations.
- 12.4. The parties agree that for any of the purposes of this deed Trustee Company may borrow moneys and for that purpose secure the repayment of its borrowings by granting security over the assets of the Scheme and the Fund.
- 12.5. All Contributions and other moneys received by Trustee Company shall be deposited to the credit of the Fund and shall be applied at its discretion as follows:
 - 12.5.1. in payment of any establishment costs for the Scheme;
 - 12.5.2. in payment of all administrative and operating costs associated with the Scheme;
 - 12.5.3. in payment of fees due to the Scheme Manager and the Fund Manager;
 - 12.5.4. in payment of all Claims accepted by the Board;
 - 12.5.5. by way of any grant or allocation approved under this deed; and
 - 12.5.6. generally in furtherance of the Scheme's objectives including a transfer, payment or loan in accordance with the Scheme Documents.

- 12.6. The parties agree that Trustee Company and the Board shall keep or cause to be kept all such accounting records for the Scheme and the Fund as fully and correctly explain the transactions and financial position of the Scheme and the Fund.

~~13. Recourse to Scheme Assets Only~~

13. Limitation of liability and indemnity

13.1. For The liability of the payment of Trustee Company for any Claim against the Scheme loss, claim, or other liability arising out of or connected with the performance of its obligations under this Deed (including, but not limited to, loss or liability of, or claims against, the Scheme, or in respect of the performance of any obligation of the Trustee Company or the Scheme under this deed, resort may), is limited to, and can only be had solely to recovered to the extent of, the right of indemnity (conferred under clause 13.3) of the Trustee Company from the Fund and other assets and property of the Scheme and no, provided however that this limitation does not apply to the extent that the Trustee Company's right of indemnity is impaired as a direct result of the Trustee Company's dishonesty or wilful default.

~~13.1.~~13.2. No claim may be made or endorsed by a Member against:

~~13.1.1.~~13.2.1. any Member of director, officer, or employee of the Trustee Company, or the Board;

~~13.1.2.~~13.2.2. the Scheme Manager or the Fund Manager in any capacity other than as Scheme Manager or Fund Manager of the Scheme;

~~13.1.3.~~13.2.3. except to the extent of LGIC's indemnity to Trustee Company, LGIC; or

~~13.1.4.~~13.2.4. any other Member.

~~13.2.~~13.3. The Trustee Company, the Board and every member of the Board are, to the fullest extent permissible at law, unconditionally and irrevocably indemnified out of the Fund and other assets and property of the Scheme:

13.3.1. in respect of all liabilities, losses, costs and expenses incurred by the Trustee Company, the Board or a member of the Board; and

13.3.2. against all actions, proceedings, claims, demands, costs, expenses, losses or liabilities in respect of any matter or thing done or omitted by the Trustee Company the Board or a member of the Board,

in each case:

13.3.3. in connection with administering this Deed and the Scheme;

13.3.4. when exercising their powers, authorities and discretions under this deed and the Scheme;

13.3.5. in relation to any matter or thing done, or omitted to be done, in any way in relation to this Deed and the Scheme; and

13.3.6. even where the liability, loss, cost or expense or the action, proceedings, claims, demands, costs, expenses, losses or liabilities (as the case may be) arise from a failure or alleged failure by the Trustee Company, the Board or a member of the Board to comply with the terms of this deed, or the terms of the Scheme or any duty, limitation or restriction howsoever arising (including, by way of example, at common law, in equity, under statute or contract).

except for any liability arising in respect of any dishonesty or wilful default of the Trustee Company or the Board, or a member of the Board. Where the exception applies it only applies to deprive the person whose conduct amounts to dishonesty or wilful default of the benefit of the indemnities and no other person.

14. Order of Priority of Scheme Documents

14.1. The Scheme Documents shall be construed in the following order of priority:

14.1.1. this deed, which shall be paramount; then

14.1.2. the Scheme Rules; then

14.1.3. the Constitution; and then

14.1.4. the Deed of Participation and the Guidelines for each Member.

15. Surplus on Liquidation of Scheme

15.1. Upon the winding up of the Scheme (including the liquidation of Trustee Company) the assets, if any, remaining after payment of the debts and liabilities of the Scheme and the costs of winding up (“the surplus assets”) shall be distributed among the then Members of the Scheme in proportion to their Contributions to the Scheme over the Fund Year in which the winding up commenced and the previous four Fund Years, provided however that Members whose Contributions are not fully paid up at the commencement of the winding up shall receive only a proportionate share of their entitlement being the amount which is in proportion to the amount of their Contributions paid up. In calculating a Member’s Contributions for the purposes of this clause the amount of the Contribution shall be reduced by the amount of any Claim or Claims paid or payable pursuant to the Scheme.

16. Deed of Participation

16.1. Each Member, as a condition of membership of the Scheme, shall be required to execute under seal and deliver to Trustee Company a Deed of Participation in the form annexed as Schedule 1, as may be varied or substituted by the Board from time to time, whereby the Member covenants and agrees, for the benefit of Trustee Company and LGIC, to be bound and to observe and perform all the terms of this deed and the other Scheme Documents as if the Member was a party to this Deed and the other Scheme Documents.

16.2. Members shall provide the Scheme Manager with all information as is necessary to give effect to the Scheme and in particular will:

- 16.2.1. Disclose all material facts to the Scheme Manager as if the Member was an insured and the Scheme Manager was an agent for an insurer and;
- 16.2.2. Conduct itself in its dealings with the Scheme in the same manner as if it was an insured under a policy of insurance with the Scheme and in particular act in good faith towards the Scheme.
- 16.2.3. Immediately advise the Scheme Manager of any Underlying Claim and co-operate with the Scheme Manager and Scheme Solicitor in dealing with Underlying Claims

17. Variations

- 17.1. LGIC and Trustee Company may make any variation or addition to this deed if it is consented to in writing by not less than 90% in number of Members, and any such variation or addition shall be binding on all Members.

EXECUTED AS A DEED
EXECUTED by **NEW ZEALAND
LOCAL GOVERNMENT
INSURANCE CORPORATION
LIMITED** by two of its directors:

Director (signature)

Director (signature)

Name (Please Print)

Name (Please Print)

EXECUTED by **LOCAL
GOVERNMENT MUTUAL FUNDS
TRUSTEE COMPANY LIMITED** by
two of its directors:

Director (signature)

Director (signature)

Name (Please Print)

Name (Please Print)

SCHEDULE 1

DEED OF PARTICIPATION

(Name of Member)

HEREBY DECLARES covenants and agrees for the benefit of Local Government Mutual Funds Trustee Company Limited and New Zealand Local Government Insurance Corporation Limited to be bound by and observe and perform all of the terms of the Deed of Trust establishing the New Zealand Mutual Liability Riskpool and the Scheme Documents referred to in that Deed of Trust as if it was a party to those documents (as amended from time to time).

SIGNED BY

as the duly authorised agent of the
Member in the presence of:

(Signature of duly authorised Agent)

(Signature of Witness)

(Name of Witness)

(Address of Witness)

(Date)

Unuhia, unuhia
Te pou, te pou
Kia wātea, kia
wātea
Āe, kua wātea

Remove, uplift
The posts
In order to be
free
Yes, it has been
cleared