INTERIM AGREEMENT FOR ADMINISTRATION OF INITIAL DEVELOPMENT CONTRIBUTIONS POLICY

dated 21 September 2026

Parties

HUTT CITY COUNCIL (**Council**)

and

TIAKI WAI LIMITED (**Water Organisation**)

Background

A. As part of the transition of water services to the Water Organisation, the Water Organisation has adopted an initial development contributions policy for water services under section 120 of the Local Government (Water Services) Act 2025 (**Act**), being the Tiaki Wai Development Contributions Policy 2026 – 2029, Version 1.0 Version Date: 11 June 2026 (**Initial Policy**).

B. The Parties have agreed that the Council will, on an interim basis while the Water Organisation develops its internal capability, administer specified aspects of the Initial Policy on behalf of the Water Organisation.

C. This agreement records the arrangements contemplated by sections 127(2) and (3) of the Act, by outlining the administrative Services provided by the Council and other relevant matters.

D. The Parties intend that this agreement will operate on an interim or transitional basis only, pending entry into a new agreement.

1. Interpretation

1.1 In this agreement, unless the context otherwise requires:

Act means the Local Government (Water Services) Act 2025.

Business Day means a day other than a Saturday, Sunday or public holiday in Wellington.

Commencement Date means the date that both parties sign this agreement.

Initial Policy means the Water Organisation's development contributions Initial Policy identified in Schedule 1.

Master Services Agreement means the post-completion services agreement entered into by the parties with the commencement date of 1 July 2026.

Services means the services described in Schedule 1.

Service Fee means the fees set out in Schedule 1.

Term means the period described in clause 3.

Transfer Agreement means the transfer agreement entered into by the parties with a commencement date of 1 July 2026.

Hutt City means the district of Hutt City Council, being the territorial authority listed in Part 2 of Schedule 2 of the Local Government Act 2002.

1.2 Unless the context otherwise requires, references to:

(a) a clause or Schedule are to a clause of, or Schedule to, this agreement; and

(b) a statute includes any amendment, replacement or re-enactment of that statute.

2. Purpose and statutory basis

2.1 This agreement records the basis on which the Council provides, and the Water Organisation receives, the Services on an interim basis in relation to the Initial Policy, including the basis on which the parties will treat those Services from 1 July 2026.

2.2 The Council is appointed to administer only those parts of the Initial Policy expressly described in Schedule 1, and only for the Term.

2.3 Except to the extent expressly provided in this agreement, nothing in this agreement transfers ownership of the Initial Policy or responsibility for the Initial Policy from the Water Organisation to the Council.

3. Term

3.1 This agreement comes into force on the Commencement Date.

3.2 Subject to clause 3.1, and to the extent permitted by law, the operative provisions of this agreement apply with effect from 1 July 2026 in respect of the Services and any related payments, reconciliations, transfers and other matters arising from those Services.

3.3 This agreement continues until the earliest of:

(a) 30 June 2027;

(b) the date on which the parties enter into a replacement agreement covering the Services (if any); or

(c) termination in accordance with clause 10.

4. Appointment, authority, responsibilities and scope

4.1 The Water Organisation appoints the Council, and the Council agrees, to provide the Services during the Term.

4.2 The Council is to perform the Services with reasonable skill and care, and in a manner consistent with the standard expected of a territorial authority administering a development contributions policy under the Local Government Act 2002.

4.3 In performing the Services, the Council may do all things reasonably necessary to administer the relevant parts of the Initial Policy that are expressly allocated to the Council in Schedule 1.

4.4 The Water Organisation retains all decisions, discretions, powers and responsibilities under the Initial Policy and applicable law, except to the extent expressly allocated to the Council in Schedule 1.

4.5 To the extent reasonably necessary to perform the Services, the Council and its personnel may communicate with applicants, developers, customers and other third parties, and

may identify themselves as acting for or on behalf of the Water Organisation in relation to the Services.

4.6 The Council is not required to provide any services that are outside the scope of the Services, unless the parties agree otherwise in writing.

5. Water Organisation inputs and directions

5.1 The Water Organisation must provide the Council with all information, records, Initial Policy settings, templates, delegations, operational directions and approvals that are reasonably required for the Council to perform the Services, within either an agreed or other timeframe that will allow the Council to deliver the Services.

5.2 The Water Organisation remains responsible for:

(a) the content of the Initial Policy;

(b) any decision, discretion or approval retained by it under Schedule 1;

(c) any direction given by it to the Council in relation to the Initial Policy or the Services; and

(d) ensuring its Initial Policy and directions comply with applicable law.

5.3 The Council may rely on information, records, instructions, approvals and decisions provided by the Water Organisation for the purposes of the Services.

6. Fees, payment and cost recovery

6.1 The Water Organisation must pay the Council for the Services on the basis set out in this clause 6.

6.2 The parties acknowledge that the Services are provided on a cost recovery basis.

6.3 Unless otherwise agreed in writing, the amounts payable by the Water Organisation are intended to enable the Council to recover its actual and reasonable costs of providing the Services, including, as applicable:

(a) personnel costs;

(b) third-party costs;

(c) systems and technology costs;

(d) overhead allocation;

(e) administration costs; and

(f) other agreed cost components directly attributable to the Services.

6.4 The Council may invoice the Water Organisation monthly in arrears for:

(a) the Service Fee or other agreed charges for the Services; and

(b) any fair and reasonable disbursements or third-party costs properly incurred in connection with the Services.

6.5 Each invoice issued to the Water Organisation must detail the Services performed and associated costs incurred and, where requested by the Water Organisation, the Council will provide additional supporting information that is reasonably required to particularise the costs incurred.

6.6 Subject to clause 6.7, the Water Organisation must pay a valid invoice on or before the 20th day of the month following the date on which the invoice is issued.

6.7 If the Water Organisation disputes any invoice or part of an invoice:

(a) it must notify the Council promptly, with reasons for the dispute (including identifying the disputed part or parts);

(b) any undisputed part remains payable in accordance with clause 6.6; and

(c) the parties will work together in good faith to resolve the dispute as soon as reasonably practicable, failing which the dispute will be dealt with in accordance with clause 12.5.

6.8 Any development contributions or other amounts collected by the Council on behalf of the Water Organisation must be transferred, accounted for and reconciled in the manner set out in Schedule 1, except to the extent the parties dispute whether the relevant amount has been correctly characterised or allocated as a water Development Contribution or a non-water Council amount.

6.9 The Council and the Water Organisation agree that the arrangement creates an agency relationship between the parties for GST purposes, however the parties agree to opt-out of the agency rules under section 60(1B) of the Goods and Services Tax Act 1985 for the purposes of recognising GST input tax and GST output tax payments.

7. Records, information and reporting

7.1 The Council must maintain complete and proper books, records and data in connection with the Services.

7.2 The Council must provide the Water Organisation with such information, copies of records and reporting relating to the Services as the Water Organisation reasonably requests from time to time.

7.3 The Water Organisation must provide the Council with reasonable access to any information reasonably required to enable the Council to perform the Services.

8. Relationship with other agreements and public availability

8.1 This agreement is a standalone written agreement for the purposes of section 127 of the Act.

8.2 Nothing in this agreement incorporates the Master Services Agreement or any broader services framework between the parties, except to the extent expressly stated in this agreement.

8.3 The parties acknowledge that, under the Master Services Agreement, development contributions and agreements are identified as a service expected to be contracted under

a statement of work, but that Schedule 1 to the Master Services Agreement is non-binding and does not itself create any obligation to provide or receive services.

8.4 Nothing in this agreement limits, amends or overrides any obligation under the Transfer Agreement, including the matters identified in clause 9.5(b) of the Transfer Agreement relating to the payment by the Council of development contributions, or financial contributions to which section 129(3) of the Act applies. To the extent of any inconsistency between this agreement and the Transfer Agreement in relation to those payments, transfers or associated arrangements, the Transfer Agreement prevails.

8.5 The parties acknowledge that section 127(5)(b) of the Act requires this agreement to be made publicly available. The parties agree that they may take reasonable steps to give effect to that requirement, including, where practicable, by making this agreement, or a copy of it, accessible on their respective websites and publicising both the fact that it is available and the manner in which it may be accessed.

8.6 The parties acknowledge that the Council and the Water Organisation may also publish a short description of the Services provided under this agreement in order to provide a summary explanation of the nature and content of this agreement.

8.7 Nothing in this agreement limits either party's ability to disclose this agreement, or any information relating to it, to the extent required by the Local Government Official Information and Meetings Act 1987 (LGOIMA) or any other applicable law, including in response to a request for official information.

9. Liability

9.1 The parties acknowledge that the Council, as a shareholder in the Water Organisation, is providing these Services as an interim and transitional measure to assist the Water Organisation during the period while the Water Organisation develops its own capabilities in relation to the administration of its Initial Policy. The Water Organisation intends to develop its own capabilities as quickly as reasonably possible, and acknowledges that the Services are to be provided on a cost recovery basis.

9.2 Subject to clause 9.3, neither party is liable to the other, and each party waives any claim it may otherwise have against the other, for any loss, damage, liability, cost or expense arising out of or in connection with this agreement.

9.3 Clause 9.2 does not apply to:

(a) the Water Organisation's obligation to pay amounts properly due under clause 6;

(b) any fraudulent, unlawful or wilful misconduct of a party; and

(c) any liability that cannot lawfully be excluded.

10. Variation and termination

10.1 Any variation to this agreement must be in writing and signed by both parties.

10.2 The parties may terminate this agreement at any time by written agreement.

10.3 Termination of this agreement does not affect:

(a) any accrued rights or obligations of either party;

(b) the Council's obligation, subject to clause 6.8, to transfer to the Water Organisation any amount of development contributions collected by it up to the date of termination; or

(c) the Water Organisation's obligation to pay amounts properly due to the Council for Services performed up to the date of termination.

11. Agreed processes and operational arrangements

11.1 The parties may agree processes, templates, directions and other operational arrangements for the purposes of this agreement in writing, including by email between the contacts identified in Schedule 1. Any such process, template, direction or arrangement must be consistent with this agreement, the Initial Policy and applicable law, and does not amend this agreement unless expressly stated and signed by both parties in accordance with clause 10.1.

12. General

12.1 Nothing in this agreement creates a partnership, joint venture or relationship of principal and agent between the parties, except that the Council may act for or on behalf of the Water Organisation to the limited extent expressly contemplated by this agreement in relation to its performance of the Services.

12.2 This agreement records the entire interim agreement between the parties in relation to the Services.

12.3 Each party acknowledges that it may receive a request under LGOIMA relating to this agreement or the Services. If a party receives such a request, it will consult with the other party and take its views into account before deciding the response, including whether any grounds for withholding official information apply. The final decision on release will be made by the party that holds any relevant information and that receives the request in accordance with LGOIMA (unless the request is transferred to the other party), and that party will notify the other party of the decision and, if information is to be released, before that release.

12.4 Either party may disclose this agreement to the extent required by law. Otherwise, each party must treat any non-public information received from the other party in connection with this agreement as confidential, except to the extent disclosure is reasonably required for the administration of the Services or the exercise of a party's rights or obligations under this agreement.

12.5 If any dispute arises in connection with this agreement, the parties will first seek to resolve it promptly and in good faith through the contacts identified in Schedule 1. If any dispute is not resolved within 10 Business Days, either party may escalate it to the chief executive or equivalent senior decision-maker of the other party for resolution.

12.6 The parties will act in good faith and use reasonable endeavours to work together in a timely and co-operative manner to give effect to this agreement, including by sharing relevant information on a 'no surprises' basis where reasonably practicable.

12.7 This agreement may be signed in counterparts.

EXECUTED as an agreement

Council

SIGNED for and on behalf of)

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HUTT CITY COUNCIL by)

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JO MILLER)

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Print Name)

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Signature

CHIEF EXECUTIVE

Position

21 September 2026

Date

Water Organisation

SIGNED for and on behalf of)

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TIAKI WAI LIMITED by)

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MICHAEL BREWSTER)

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Print Name)



Signature

CHIEF EXECUTIVE

Position

21 September 2026

Date

SCHEDULE 1 – DESCRIPTION OF SERVICES

1. Initial Policy and area covered

1.1 The Initial Policy to which this agreement applies is:

(a) Tiaki Wai Development Contributions Policy 2026 – 2029, Version 1.0 Version Date: 11 June 2026, as it relates to Hutt City Council.

1.2 The geographic scope of the Services is Hutt City Council.

2. Parts of the Initial Policy the Council will administer, as required by section 127(3)(a) of the Act

2.1 During the Term, the Council will provide the following Services on behalf of the Water Organisation, being administrative activities of the kind described in section 127(6) of the Act, to the extent applicable and as allocated under this Schedule 1:

(a) pre-application customer support, including processing and responding to requests for information about the Initial Policy (where applicable);

(b) receiving and processing applications, further information requests, referrals and administration steps relating to the Initial Policy to the extent those matters are allocated to the Council under this Schedule 1 and the Act;

(c) assessing, calculating and/or preparing assessments of development contributions under the Initial Policy, and in accordance with any direction received from the Water Organisation;

(d) preparing and issuing any correspondence, notices, assessments, invoices and related communications on behalf of the Water Organisation under the Initial Policy;

(e) receiving and processing all payments under the Initial Policy, maintaining administration records and carrying out reconciliations in relation to the amounts collected on behalf of the Water Organisation;

(f) transferring all development contributions collected under the Initial Policy to the Water Organisation, and providing reporting and reconciliation information to the Water Organisation;

(g) when requested by the Water Organisation, and agreed by the Council, carrying out administrative steps in connection with applications for reconsiderations, objections (including objections that relate to Council and Water Organisation development contributions), remissions, postponements, special assessments and connection-related matters, but only to the extent it accords with paragraph 3 of this Schedule; and

(h) processing any refunds arising from applications determined by the Water Organisation in accordance with clause 3.1.

3. Parts of the Initial Policy that the Water Organisation will administer, as required by section 127(3)(b) of the Act

3.1 The Water Organisation will remain responsible for the following matters under the Initial Policy:

(a) the determination of any applications for reconsiderations, objections, remissions, postponements, refunds, special assessments;

(b) responding to and participating in any objection;

(c) the negotiation and entry of any development agreements; and

(d) the determination of requests for connections made separately from the resource consent or building consent process.

3.2 The Council may support the Water Organisation with the processing and administration of the matters in clause 3.1, and provide information or recommendations to the Water Organisation, to the extent reasonably necessary for the Services.

4. Costs of administration

4.1 The Council will only recover actual and reasonable costs incurred for its performance of the Services.

4.2 The Council will not recover, or attempt to recover, any costs from a person if the Water Organisation has already recovered those costs.

4.3 The Water Organisation will not recover, or attempt to recover, any costs from a person if the Council has already recovered those costs.

Service fees, as required by section 127(3)(c) of the Act

Service Fees (amounts are exclusive of GST)	**Invoicing and payment frequency**
The Council will record time taken to administer specified aspects of the Initial Policy on behalf of the Water Organisation, and this will be charged at the following hourly rates as per the Council Fees Schedule: • $280.00 per hour for Building Officer and Resource Consent Planner. • $165.00 per hour for business support. Externally resourced technical specialist as agreed with the water Organisation, will be charged at actual costs.	Monthly in arrears

5. Operational parameters

5.1 In providing the Services, the Council will act in accordance with:

(a) the Initial Policy;

(b) applicable law;

(c) any operational directions, delegations, templates or criteria provided by the Water Organisation; and

(d) any agreed processes recorded between the parties from time to time.

5.2 If the Council considers that any instruction or requested step is inconsistent with the Initial Policy or applicable law, the Council may refer that matter back to the Water Organisation for direction before taking further action.

5.3 In exercising its retained decisions, discretions, powers and responsibilities under the Initial Policy and this agreement, the Water Organisation will act in accordance with:

(a) the Initial Policy;

(b) applicable law; and

(c) any agreed processes recorded between the parties from time to time.

6. Transfer of collected amounts and reporting

6.1 The Council will transfer amounts collected on behalf of the Water Organisation on a monthly basis.

6.2 The transfer will be by gross transfer with separate invoicing by Council.

6.3 The Council will provide the Water Organisation with:

(a) monthly reporting of assessments, invoices issued, amounts collected, transfers made, amounts held, refunds, disputes and other agreed metrics; and

(b) reasonable reconciliation information supporting those reports.

7. Contacts

Role	Contact	Details
Council		
Acting Group Chief Financial	Deepu Nunnian	Deepu.Nunnian@huttcity.govt.nz
Head of Planning	Tim Johnstone	Tim.Johnstone@huttcity.govt.nz
Head of Building Control	Richard Barton	Richard.Barton@huttcity.govt.nz
Water Organisation	David Ward Chief Strategy and Planning Officer	David.Ward@tiakiwai.co.nz