

MEMORANDUM OF UNDERSTANDING

BETWEEN

HAMILTON CITY COUNCIL (HCC)

AND

X (Owner)

(Parties)

For Seenev Trust - J. Seenev.
For Malcolm's Rest Ltd - ~~Malcolm~~ Andrew King

BACKGROUND

- A. The Owner owns land in Waikato District which is contained within the area of land adjacent to the HCC territorial boundary known as area WA (WA) as shown on the map which is set out at **Attachment 1** to this Memorandum of Understanding (MOU).
- B. Since March 2005 WA has been identified by HCC and Waikato District Council (WDC) as an area of land that is intended to become part of the HCC territory subject to terms to be agreed between HCC and WDC (transfer).
- C. The Owner seeks that the transfer be given effect to so that it can enable urbanisation of its landholding within WA.
- D. There are known constraints to providing infrastructure services (water, wastewater, stormwater and transport) to support urbanisation of this area. HCC has not secured resource allocation or management authorisations (e.g. water, wastewater and stormwater); designed for or funded any infrastructure investment needed to service the WA area. These matters need to be addressed to support the transfer.
- E. HCC and the Owner have agreed to enter into this MOU to set out the basis upon which they will engage in order to investigate the transfer.
- F. The purpose of this MOU is to set out a workplan and key milestones for progressing the incorporation of growth area WA into Hamilton City, to enable housing development to commence.

AGREED PRINCIPLES

- 1. The parties will work collaboratively and in good faith to investigate and progress the transfer of WA in accordance with the agreed principles set out in this MOU.



2. The parties will investigate the transfer in a manner consistent with, and directed towards achieving, the Hamilton Urban Growth Strategy (**HUGS**) Principles for Out of Boundary Development set out as follows:

Any out-of-boundary development must enhance the overall wellbeing of current and future Hamiltonians and create quality communities by:

- a) **Delivering:**
 - i. neighbourhoods where key services are close by and easily accessible
 - ii. compact and accessible developments
 - iii. alignment with key public transport corridors providing good access to the central city
 - iv. affordable housing choices
 - v. sustainable and integrated infrastructure solutions
 - vi. significant land value uplift for the benefit of the wider community
 - vii. places to work, or quality connections to places of work
 - viii. places for recreation
 - ix. best practice urban design
 - b) **Enhancing** Hamilton's economy
 - c) **Protecting and recognising** cultural heritage
 - d) **Responding** to climate change
 - e) **Growing** green areas and biodiversity
 - f) **Meeting** the costs of all infrastructure
 - g) **Not compromising** planned investment
3. The timing, terms and conditions of the transfer are matters for HCC and WDC to determine, and HCC's position will be determined in a manner consistent with its obligations as a Future Proof partner, including acting in accordance with the "Future Proof Strategy 2022".
 4. The Owner will undertake and fund all necessary resource allocation (water, wastewater stormwater) assessments and infrastructure capacity and network assessments in accordance with Council's requirements to demonstrate how the development of WA can be integrated and accommodated by the HCC infrastructure networks. All assessments will be aligned with the Council's three waters master plans and transport strategy and, include the provision for District Plan permitted, but not yet established, development within each assessment. The recommendations from the assessments will provide sustainable long-term solutions and not be based on interim servicing solutions (e.g. onsite wastewater storage).
 5. Where those assessments require access to HCC information and data or require modelling assessments, HCC will make that information and data available and facilitate modelling assessment under its control. The Owner will meet the cost of access to and use of relevant data and/or modelling software.
 6. Before any transfer of WA takes place, the Owner and Council must enter into a binding development agreement which sets out an agreed draft structure plan for the WA area, including details of all land uses, densities, typologies, open space networks, and road and three waters networks. The parties acknowledge that the final form of a structure plan for the



area will be determined following transfer of the WA land and is subject to the relevant regulatory process.

7. The development agreement will also include requirements for the Owner (or future developer) to fund, at no cost to Council:
 - a. the relevant planning processes necessary to support urbanisation of the proposed development area (including those relating to district plan change processes; Waka Kotahi approval to access their network; securing water allocation, wastewater discharge allocation and stormwater management consents);
 - b. all infrastructure within the development area;
 - c. all infrastructure upgrades outside of the WA area necessary to service the development area;
 - d. the vesting (subject to future subdivision processes once the transfer is effected) of an agreed minimum area of land within WA to Council for public open space requirements;
 - e. an appropriate monetary contribution to address any benefit obtained through connecting to Councils existing networks and treatment plants. The Parties acknowledge that any such payment is not a "financial contribution" pursuant to the RMA.

8. In advancing the transfer of WA the parties will work together in accordance with the following sequencing:
 - a. First, completion of a scoping study which will address strategic land use issues as required under Future Proof 2022 and the HUGS Principles for Out of Boundary Development and identify the site development, resource use and infrastructure planning investigations needed to support urbanisation of the area. Noting that the land use component of the scoping study will be done in an integrated, boundaryless way taking the areas surrounding the WA area into account;
 - b. Secondly, completion of a land use and work recommended in the scoping study including the resource use assessments (e.g. water allocation), infrastructure assessments, identifying the long-term servicing solutions, and overall structure planning exercise for the WA area;
 - c. Thirdly, completion of a development agreement between Council and the Owner as required under clauses 6 and 7 of this MOU;
 - d. Fourthly, completion of all negotiations between Council and Waikato District Council as to the terms and conditions of the transfer; and
 - e. Fifthly, commencement and completion of the boundary adjustment process as required under the Local Government Act 2002 and the Local Government Commission;
 - f. Finally, after completion of the transfer, implementing the necessary plan change to enable the urbanisation of the WA area.

9. The progression of the sequencing noted in clause 8 above will be subject to relevant Council approvals, delegations and resolutions.



10. The parties will work openly with other willing land owners within WA and other relevant agencies such as Waka Kotahi NZTA and Waikato District Council to progress the transfer and HCC will engage with those other land owners on the same basis as set out in this MOU.

11. Nothing in this MOU contractually binds the parties to any outcome in respect of the transfer of WA and this MOU may be brought to an end unilaterally by written notice by either party.

DATED 29 SEPTEMBER 2022

SIGNED BY AND ON BEHALF OF



HCC Lance Vervoort - Chief Executive



Blair Bowcott - General Manager, Growth

For Malcolm's Rest Ltd Andrew King 

Owner

For Seeneey Trust - J. Seeneey 



ATTACHMENT 1 – MAP OF WA AREA

