

WINTON

2 December 2025

Winton Land Limited's Comments on the 'Joint Statement – Infrastructure Funding and Financing' dated 28 November 2025

The purpose of this note is to outline the contents of the meeting held between myself on behalf of Winton Land Limited ('Winton') and Ms Duffield for Auckland Council ('Council') in person at Council's offices on 12 November 2025 to discuss the preparation of the Joint Statement relating to the Infrastructure Funding and Financing (the 'Joint Statement') for the Sunfield Fast-track Approvals Act 20024 Substantive Application:

- As noted above, I met with Ms Duffield for Council in person at Council's offices on 12 November 2025 to discuss the preparation of the Joint Statement. At this meeting, I acknowledged on behalf of Winton that:
 - I had read Ms Duffield's 'Funding and Financing' Memo and understood her concerns as outlined within the memo.
 - I understood Council's limitation in providing any funding towards the Sunfield development as it was currently not included within the Council's Long-Term Plan.
 - notwithstanding the comments within the Memo to the contrary, Winton had been very clear throughout the Fast-track Approvals 2024 Act process that it was our intention to fund all of the required infrastructure upgrades to enable the development of Sunfield.
 - based on the comments within the Memo, Winton did not see any benefit in seeking:
 - to negotiate an 'Infrastructure Funding Agreement' for Sunfield with Council; or
 - development contribution offsets for any of the infrastructure works that Winton would be undertaking to enable the development of Sunfield.
 - notwithstanding the comments within the Memo relating to Council's unwillingness to accept any of the water, wastewater, stormwater, roads, parks and open space assets within Sunfield for vesting at this time, it was Winton's intention that all infrastructure / assets within Sunfield would be designed to Council's prescribed Engineering Code of Practice. This would allow the infrastructure / assets to be vested with Council should its position on this matter change. Sunfield's proposed conditions of consent include Defect Liability Periods and Maintenance Periods that we understand are considered 'standard' across greenfield developments in Auckland.
 - in the event that Council elects not to accept the assets for vesting following the expiry of the Defect Liability Periods and Maintenance Periods specified above, Winton will continue to fund the required OpEx and maintenance in the interim before transferring this requirement to the relevant residents' societies. Winton would then seek a reduction to the rates levied on the properties at Sunfield to compensate for this approach being adopted by Council.
- During the meeting considerable time was spent discussing the fact that the current Development Contribution Policy allocates only 21 HUE to Sunfield and the unlawful 'over-recovering' of development contributions that would occur if the number of HUE used to calculate the Development Contribution per HUE attributable to Sunfield were not adjusted across all Development Contribution funding areas that include Sunfield. This discussion included working through a specific example for the 'local Stormwater Manurewa Papakura GPA funding area' which demonstrated the over-recovering that would occur in the event the HUE attributed to this funding area was not adjusted.
- At the conclusion of the meeting there was no doubt in my mind that Ms Duffield understood what Winton was proposing in relation to the funding of the required infrastructure to develop Sunfield (and that it did **not** include entering into an Infrastructure Funding Agreement with Council or seeking Development Contribution offsets) and for the ongoing OpEx and maintenance for Sunfield.

Yours sincerely



Simon Ash
Chief Operating Officer