UPPER SELWYN HUTS FUTURE DEED OF LICENCE

SUBMISSION BOOKLET: 1

SUBMISSIONS NUMBERED: 1 – 100

Booklet prepared: 29 July 2025

Note: The following written submissions are unedited and unchanged. They may include errors or offensive information. They are the opinion of the submitter and the Council takes no responsibility for them. Where a submission or part of a submission constitutes hate speech, or otherwise is in breach of law, the submission has been omitted or redacted in this public version. All contact details have been removed.

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Submitter Number: 1

Full Name: Dean Syme
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?
I have an interest in the area
Other

What is your interest in the area?

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options
A single fixed term of 30 years (no renewal)
Please explain the reason for your selection:

this decision will make a major affect on families lives, homes, and more importantly people’s life savings and mortgages

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Do you have any other feedback on licence terms?
No

Please add your comments

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental

events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:

there are plenty of other parts of Selwyn that get cut off 2 or more time per year due to flooding, snow, and other weather events. So that should not be a relevant argument!

Are there any additional events that you think should be considered?
Yes
Please add your comments:

its time money was invested in flood prevention protection not just at the huts but across the district, rather than waist full spending on flashy unnecessary parks and event centres!

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments
invest in the small communitys that built selwyn not write them off

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
No
Please add your comments

Please add your comments:

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
No

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?
Only when there's a complaint or issue raised
Other

Please add your comments:

Do you think the checklist covers the right things?
Yes
Please specify what you would change

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication
friendly and constructive

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Submitter Number: 2

Full Name: Robert Wilson
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?

Other
Local resident, uses the area

What is your interest in the area?

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options
Fixed term of 5 years (no renewal)
Please explain the reason for your selection:
The residents of this area struggle to get insurance because their dwellings are not up to code. They also live in a high risk area that was never meant to be permanent residence, more of a summer batch. The put themselves and first responders at risk when there is a weather event in the area. In order for a longer (30year) DOL, dwellings should have to meet local building code, abd be insured.

Do you have any other feedback on licence terms?
No

Please add your comments

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

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* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
No
Please explain your reason:
agree with the proposed terms, this was never designed to be permanant residence. All dwellings should be up to code and user pays for all and any improvements if they want longer terms.

Are there any additional events that you think should be considered?
No
Please add your comments:
na

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments

Risk to residents, risk to first responders, costs of clean up.

Should Council pay for flood protection? (No)

Should all dwellings be inspected and meet all requirements of a standard house? (YES, If its a permanent dwelling).

Higher rates for them due to higjer risk of flooding and upkeep of the area.

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
No
Please add your comments
na

Please add your comments:

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
No

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How often do you think building inspections should occur?
Every year
Other

Please add your comments:
na

Do you think the checklist covers the right things?
Yes
Please specify what you would change
na

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication

same rules as for any house inspection prior to purchase. Notice is given to conduct appropriate repairs or it cannot be lived in, insurance voided

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?
Na

Submitter Number: 3

Full Name: Andrew Day
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?
I have an interest in the area
Other

What is your interest in the area?
I have visited the area from time to time as part of my work

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options
Rolling 10-year terms (with the ability to renew, up to a maximum of 30 years total, i.e. 10 + 10 + 10 years)
Please explain the reason for your selection:
Its the longest option you have given me when i think they should be able to stay there permanently. its dishonest for you not to give us this option

Do you have any other feedback on licence terms?
Yes

Please add your comments
They should have a permanent right of renewal. You are just doing this because you want to give the whole area back to iwi so they can have all of lake ellesmere exclusively.

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

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* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:
All of them. if road is removed should only be redone in gravel though.

Are there any additional events that you think should be considered?
Yes
Please add your comments:
If no significant events in 30 years then right of renewal should be extended.

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments
How they really need to consider peoples rights over council bureaucratic process and how a lot of people live out there purely because they want to escape society and be left alone where they are doing no harm

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
Yes
Please add your comments
in all cases because they should never be forced out of their homes

Please add your comments:
if you do force people out you dont need to remediate. Nature will do that for you.

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
Yes

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How often do you think building inspections should occur?
Only when there's a complaint or issue raised
Other

Please add your comments:

Only if kids are being raised in bad conditions. Adults can take responsibility of themselves.

Also your link doesnt take me to the check list.

Do you think the checklist covers the right things?
Not sure
Please specify what you would change
not sure as link doesnt work. i expect it is overtly onerous and will be used to just force people out of their homes

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication
For kids you can go harder to ensure they are raised in a safe enviroment. For issues just point them out to residents and only take issue if its actually pollution the area.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?
Mainly just leave these people alone

Submitter Number: 4

Full Name: Gwenda Smithies
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?
I have an interest in the area
Other

What is your interest in the area?
These delightful hut communities are a real joy to visit and a peaceful place of recreation. It has grieved us that these special hut communities are disappearing despite their wonderful heritage value. Our family loves Selwyn Huts and recently our daughter and son-in-law have purchased their first home there. They would not have been able to afford a home otherwise.

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options
A single fixed term of 30 years (no renewal)
Please explain the reason for your selection:
It would be a tragedy if this very special hut community is lost from the region. I personally believe they should be allowed to stay indefinitely. I was present at one of the council meetings when legal advice was presented that there was no need for a time limit on the term of the lease at all.

Do you have any other feedback on licence terms?
No

Please add your comments

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* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:
Yes, I disagree with all of them. These are ridiculous proposals in my view. There are plenty of places in Christchurch which experience flooding across roads and this doesn't result in people having to permanently leave their homes. The Upper Selwyn Huts community has been living here for a very long time now. These proposal are over-the-top, cruel and unnecessary. They do not allow residents to enjoy their homes in peace - instead they will always be living in fear that at any time they may be forced to leave permanently. And for many of these people, they can't afford other housing options.

Are there any additional events that you think should be considered?
No
Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments
The distress of the residents if they are forced to permanently leave their homes! Please don't do such a draconian and cruel measure.

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
Yes
Please add your comments
Some people can't afford to pay a bond. If they purchased their home without a bond requirement, then there shouldn't be one introduced retrospectively. It isn't fair.

Please add your comments:

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?

Other

Please add your comments:
I tried to look at the Building Condition Inspection Checklist referenced above, but the link doesn't work and there appears to be no info about this on your website at present. However, these are huts. Of course they won't meet conventional standards and it is ridiculous and unfair to expect them to. People buy them on an as-is-where-is basis and take responsibility for their own safety. This has never been the cause of anyone's fatality or serious injury that I am aware of, and I doubt it ever will be. Please leave this wonderful hut community alone.

Do you think the checklist covers the right things?
Not sure
Please specify what you would change
As mentioned above, the checklist link isn't operating, so can't be viewed.

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication
I strongly believe that council should not get involved, as mentioned above. This is a hut community, not a new subdivision!

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Submitter Number: 5

Full Name: Charlotte Fraser
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?

Other
3 family members live at the hut

What is your interest in the area?

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options
A single fixed term of 30 years (no renewal)
Please explain the reason for your selection:
At least a once off licence for maximum time will alleivate the dread of voting every 10 years. This uncertain time frame has been very upsetting and nerve wracking everyday for family members. 30 set years provides certainty to make future decisions, it will also help retain some monetary value in properties till then.

Do you have any other feedback on licence terms?
No

Please add your comments

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Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

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* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:

flooding has never cut full road access.

4wds woild be utilised for food supply, even distribution via boat up selwyn could be posdible. Family members have never seen banks breached with floods. Recently Leeston was inaccessible before the huts would be. they have never had to evacuate due to flooding from the selwyn.

Are there any additional events that you think should be considered?
No
Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments

consult experts in all things environmental including getting full reports and proving an absolute immediate risk to life.

provide ability for full 100% community involvement in decifing the fate of the settlement

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
Yes
Please add your comments
those that reside at the hut do so because many cant afford everyday living costs and if in mainstream residential housing would struggle due to mental health and or other issues. The community itself does not have wealthy people residing just honest good community oriented persons. Would love what the hit environment offers.

Please add your comments:
vote for no bond

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
Yes

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How often do you think building inspections should occur?
Only when there's a complaint or issue raised
Other

Please add your comments:

Do you think the checklist covers the right things?
Not sure
Please specify what you would change
link did not load

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication
council to work effectively in conjunction with owner and required servicemen to correct within a safe and adequate timeframe

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?
treat owner and persons living in the house/residence with respect as they would their own family

Submitter Number: 6

Full Name: Katie Cranston
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?

Other
Selwyn district resident

What is your interest in the area?

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options
A single fixed term of 30 years (no renewal)
Please explain the reason for your selection:
The way this form is I have to pick one. But I do not agree with any of these. Residents should be allowed to extend beyond 30 years

Do you have any other feedback on licence terms?
No

Please add your comments

Council's priority is the safety and wellbeing of people in the community.

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* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:
flooding for more than 24hours twice in a year.... this seems targeted to ensure failure. Recent rain has shown that there would be multiple areas in selwyn that would fit this Criteria. Think Barnes road, closed for a week+ under water

Are there any additional events that you think should be considered?
No
Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments
what the residents want to do. If they want to stay

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
Yes
Please add your comments
I do not agree with a bond

Please add your comments:

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
No

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How often do you think building inspections should occur?
Only when there's a complaint or issue raised
Other

Please add your comments:

Do you think the checklist covers the right things?
No
Please specify what you would change

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication
nothing. I do not think they should be inspections

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Submitter Number: 7

Full Name: Bronwyn Murphy
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?
I am not a licence holder but I live at Upper Selwyn Huts
Other

What is your interest in the area?

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options
A single fixed term of 30 years (no renewal)
Please explain the reason for your selection:

they all end in eviction, why even ask the question if it all ends in eveiction?? Where is the choice to stay on land that is LEGALLY classed as hut settelment?? Mistake leaving that out? I highly doubt it.

Do you have any other feedback on licence terms?
No

Please add your comments

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Are there any of the proposed events you disagree with?
Yes
Please explain your reason:
Did the counsel not look around during the last flood or did they just read the dramatised media posts??? We as the upper selwyn huts had the least amount of flooding and damage then the surrounding areas. Also we as a COMMUNITY do look after one another, if we were to be cut off every single person residing at thr huts at the time would be checked on and looked after if needed.

Are there any additional events that you think should be considered?
No
Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments

“Council's priority is the safety and wellbeing of people in the community.” - so trying to kick us out of our homes and community and prioritising our well being and safety, are you having a laugh????

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
Yes
Please add your comments

Please add your comments:

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
No

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How often do you think building inspections should occur?
Only when there's a complaint or issue raised
Other

Please add your comments:
you may own the land but you DO NOT own the homes.

Do you think the checklist covers the right things?
No
Please specify what you would change

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication

---

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Submitter Number: 8

Full Name: Brooke Moore
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?

Other
Ratepayer, member of the wider Selwyn community

What is your interest in the area?

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options
A single fixed term of 30 years (no renewal)
Please explain the reason for your selection:
Strong families and local communities are the backbone of a strong region and country. Uncertainty caused by short term license periods will negatively impact the hauora/wellbeing of families, specifically impacting the community's taha wairua/spiritual wellbeing, in casting doubt over whether/how long the families here have a place to stand/ a place to belong (turangawaewae). 'What is the most important thing in the world? He tangata, he tangata, he tangata'. SDC has a responsibility to genuinely consider how their decisions contribute to the wellbeing of the individuals and the small communities. This community has a right to be treated with humanity, rather than being treated as a problem to be managed.

Do you have any other feedback on licence terms?
Yes

Please add your comments

No options for potential renewal were given. From the perspective of families living in this area, I can imagine that the options look like "would you like to be evicted soon or later; with a defined eviction date or several possible eviction dates?"

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:
As with short-term license options, I believe that preempting potential ways in which to evict these families earlier than agreed, places another level of uncertainty on the community, negatively impacting their hauora/wellbeing (by eroding their sense of belonging/turangwaewae). The possible events are vague enough to have the potential to be misused, which is not ideal given that there already appears to be a sense of mistrust between the huts community and SDC. I would suggest that, as with other communities in the SDC, should these environmental events occur, that the SDC should consult with the community to come to solutions that both residents and the SDC are satisfied with. The huts community, I am sure, share the same goal of keeping their families safe. Given that the SDC has reportedly spent over a quarter of a million dollars on consult fees regarding licensing decisions, I would expect that there would be a high ceiling on what would be considered not "affordable" in rebuilding roads/infrastructure. As a ratepayer, I would certainly prefer more of my rates to go to infrastructure in our community than on excessive consulting fees.

Are there any additional events that you think should be considered?

No
Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments
The thoughts and opinions of the huts community (as well as the wider Selwyn community) through genuine consultation, first and foremost.

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
Yes
Please add your comments
In the event that residents were not informed of and consented to the bond before they took up residence.

Please add your comments:

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
No

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?

Other
the same as across the rest of Selwyn district

Please add your comments:

This proposal presents as if it is targeting this community - the rationale inspections of peoples homes in this small community, but not in the wider Selwyn community is not clear. Might findings of the building inspections be used to justify early eviction of families? Again this seems like another suggestion that would lead to the erosion of taha wairua/turangawaewae for these families. The cost of these building inspections to ratepayers (whose rates are already increasing by an extraordinary amount) is also not clear.

Do you think the checklist covers the right things?
No
Please specify what you would change
In absence of information regarding rationale/justification and cost, I disagree with the building inspection in its entirety.

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication
In absence of information regarding rationale/justification and cost, I disagree with the building inspection in its entirety.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?
In absence of information regarding rationale/justification and cost, I disagree with the building inspection in its entirety.

Submitter Number: 9

Full Name: Candyce Orchard
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?
I have an interest in the area
Other

What is your interest in the area?
i am not only a resident of the Selwyn District at the present time, but I have also worked with some members of the Upper Selwyn Huts on a professional basis since 2015

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options
A single fixed term of 30 years (no renewal)
Please explain the reason for your selection:
The Upper Selwyn Huts Community is a part of the history of our area and should be preserved for as long as possible.

Do you have any other feedback on licence terms?
No

Please add your comments

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

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3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:

I am extremely concerned about this Deed of licence when taking into consideration the recent flooding event in the Selwyn District and Christchurch City Council jurisdictions. It is concerning that both of these council areas had huge flooding issues which the local communities that were affected are of the opinion were caused by local and regional councils mismanagement. One must ask the Selwyn District Council if it is going to enact this Deed of Licence for the Upper Selwyn Huts community whether it is going to be showing due diligence with it’s flood mitigation program in the area and surround areas period.

Whilst I am sure it isn’t the case as the Selwyn District Council is a reputable establishment, if the council doesn’t show due diligence and improve with it’s flood mitigation, the ratepayers might be inclined in the future to believe that a road which is subject to a Deed of Licence could be flooded due to negligence on the council’s part. Such a situation could bring the Selwyn District Council into disrepute with regards to an ongoing situation which the ratepayers of a wider area other than the Upper Selwyn Huts are nowbconsidering a huge concern going forwards.

Are there any additional events that you think should be considered?
Yes
Please add your comments:

The Selwyn District Council by it's previous actions to date is obviously determined to evict the community at the Upper Selwyn Huts. Local residents who previously had no interest in this are now starting to question the motives the Selwyn District Council has with regards to this situation. It is apparent that the Selwyn District Council has no consideration for the historic value this community has for the wider population in the Canterbury Region. An example of this is a woman in her eighties I met at a Christmas function last year which was held in Christchurch. She was extremely upset with what she has been hearing about the SDC's plans to evict the residents and bulldoze down the settlement. This lady was born and raised at the Selwyn Huts. Her mother was born and raised at the Selwyn Huts. This lady's father worked on the farm on the other side of the Selwyn River and he used to row across the river every evening to court her mother before they got married. The disgust and upset with regards to the SDC's resolve to erase this historic community is becoming more far and wide with every development like this Deed of Licence. It is of extreme concern that in view of the recent flooding event, that the SDC only employs one Surface Water Environmental Engineer Mr Luc le Roux who is extremely busy in his employment. It is also extremely concerning that in the Selwyn Times dated June 11th on page 5 the SDC mayor Sam Broughton and Environment Canterbury Chair Craig Pauling reported to the Emergency Management Minister Mark Mitchell that the processes to manage flooding was up to standard when many ratepayers properties were overwhelmed with flood water at levels previously never experienced. One must question what standard these two gentlemen were referring to.

This Deed of Licence in view of the recent flooding could be viewed with concerns by the wider rating communities that the SDC may not be inclined to take it's flood protection mitigation with the due diligence nowcexpected of it. As a ratepayer I would encourage the SDC to postpone it's implementation of this Deed of Licence until some physical evidence is seen by the wider ratepayers community that the SDC is taking an improvement of it's district's flood mitigation services seriously least the SDC become of questionable repute.

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments

I would hope that the Selwyn District Council would consider the points i have raised previously in this submission and defer the Deed of License until such time as the wider ratepayers community observes an improvement in the SDC flood mitigation services.

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
Yes
Please add your comments
Taking into consideration the cost of living index, the current rates increase, and concerns about the current income from subdivision developments in the Selwyn District, it may be viewed that the SDC is imposing this levy on a vulnerable community rather than addressing wider concerns the ratepayers have about the financial management of the SDC.

Please add your comments:

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
No

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?
Only when there's a complaint or issue raised
Other

Please add your comments:
The Upper Selwyn Huts should be treated fairly and with respect such as any other residential property owner within the Selwyn District. Anything other than this could be viewed in an unfavourable light by the general public and SDC ratepayers

Do you think the checklist covers the right things?
Yes
Please specify what you would change
Any Deed of Licence for the Upper Selwyn Huts needs to be placed on hold until the SDC provides proof that all due diligence with flood mitigation in it's area is improved.

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication

Open and transparent communication with the residents being treated with respect.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?
As previously stated

Submitter Number: 10

Full Name: Mornay Durant
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?

Other
You have invited the broader community to consult. I am concerned about your methods.

What is your interest in the area?

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options

Please explain the reason for your selection:

Do you have any other feedback on licence terms?
Yes

Please add your comments

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental

events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

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3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:
how have these 'considerations' changed? Has this not always been the case?

Are there any additional events that you think should be considered?
Yes
Please add your comments:
Displacement of people and communities

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
Yes
Please add your comments
all instances. The bond supports your action not the issue of displacement. No displacement requires no bond.

Please add your comments:

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?

Other
Why do you wish to inspect someone's house?

Please add your comments:

Do you think the checklist covers the right things?
No
Please specify what you would change
you are creating noise to divert from the real impact and issue

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Submitter Number: 11

Full Name: Kevin Dick
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?
I am not a licence holder but I live at Upper Selwyn Huts
Other

What is your interest in the area?

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options
Rolling 10-year terms (with the ability to renew, up to a maximum of 30 years total, i.e. 10 + 10 + 10 years)
Please explain the reason for your selection:
🚨 BEFORE YOU TICK A BOX… READ THIS.

This isn't community consultation.
It's a carefully crafted public relations exercise, dressed in polite language, loaded questions, and limited options. It looks like choice, but it's not.

Let's walk through what they're really doing here.

❌ WHAT THEY'RE NOT TELLING YOU:

Selwyn District Council refers to Upper Selwyn Huts as "public land".

That's misleading.

This area is legally classified as a

Local Purpose Reserve ,for Hut Settlement.
That means it was set aside specifically for people to live here, not visit, not camp, live.

But that truth doesn't suit the plan.
So they left it out.

🧠 THE "OPTIONS" — IF YOU CAN CALL THEM THAT:

Your choices are:
– 5 years, no renewal
– 30 years, no renewal
– 10+10+10 years, still ends at 30

Every single option ends in eviction, just at different speeds.
It's like being asked, "How would you prefer your home to be taken off you, fast, slow, or medium pace?"

No option for renewal.
No option that honours the legal status of the land.
No option that respects the people who live there.

Because they're not offering solutions, they're offering a controlled exit.

🌊 "ENVIRONMENTAL RISK" – A.K.A. THE EMERGENCY EXIT CLAUSE

They say:
"If there's flooding or access issues, licences can end early."

But they've left it wide open.
No standards. No definitions.
Translation: "We'll decide later if we feel like kicking you out."

💰 THE BOND — LET'S BE REAL

They're asking hut residents to pay a bond.

Not tourists.
Not Airbnb-ers.
Just us.

And what's it for?
Basically, a tidy little deposit toward the eventual removal of your home.

Would you pay a bond to help fund your own eviction?
That's exactly what this is asking.

🛠️ INSPECTIONS – TARGETED MUCH?

Regular checks on our homes.
But not across the rest of Selwyn.

Council says it's about "safety".
But it looks a lot more like:
"Let's go looking for problems so we have an excuse later."

🗣️ OH, AND GET THIS:

They told hut residents NOT to rely on the wider community.
Now they're asking the whole district to "have a say"?

WHY?

Because they know most people won't dig deep.
They'll just tick a box, scroll on, and Council gets to say:

"The People have spoken."

Or was it… "Together we've decided"?
Funny how tidy that sounds when the script's already written.

Even if those people were never told
the full truth.

✏️ If you're filling out the form, here are some things you might want to include in your comments:

– These options feel limited and don't reflect the actual legal status of the land.
– The land is legally classified for hut settlement, which hasn't been acknowledged.
– There are no renewal options, only expiry.
– The proposed bond feels like a step toward removing residents, not supporting them.
– Environmental conditions are vague and could be misused.
– This doesn't feel like true community consultation.

You're allowed to write your own thoughts.
You're allowed to challenge the way this has been structured.
That's the part they hope you'll skip.

🧱 WHO ARE WE?

We are the Upper Selwyn Huts.
We are Whānau,workers,retirees,
long-time locals.

We've rebuilt, raised families, and held each other up for over 130 years.

We are not a problem to be managed.
We are not a footnote in a development plan.
We are a community and we deserve to be treated like one.

🤔 Ask yourself this:

If every "choice" leads to the same outcome…
And the most lawful, logical option, staying, is left off the table…
What kind of process is that, really?

It's not consultation.
It's packaging.
Neatly presented. Carefully controlled.
And quietly designed to make something disappear without ever saying it out loud.

Here's where to do it:
👉 Selwyn District Council
https://www.selwyn.govt.nz/property-And-building/upper-selwyn-huts-management-and-licencing

Hit "Submit"
But make it count.
Not just for the form.
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#southislandvoices #nghtahu #unsurenessia

Do you have any other feedback on licence terms?
Yes

Please add your comments
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Please explain your reason:
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That's exactly what this is asking.

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the full truth.

🖍️ If you're filling out the form, here are some things you might want to include in your comments:

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– The land is legally classified for hut settlement, which hasn't been acknowledged.
– There are no renewal options, only expiry.
– The proposed bond feels like a step toward removing residents, not supporting them.
– Environmental conditions are vague and could be misused.
– This doesn't feel like true community consultation.

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We are not a footnote in a development plan.
We are a community and we deserve to be treated like one.

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Yes
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If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments
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Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
Yes
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Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
Yes

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?

Other
As per normal law enforced on all other residents of Selwyn

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Do you think the checklist covers the right things?
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Please specify what you would change
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They told hut residents NOT to rely on the wider community.
Now they’re asking the whole district to “have a say”?

WHY?

Because they know most people won’t dig deep.
They’ll just tick a box, scroll on, and Council gets to say:

“The People have spoken.”

Or was it… “Together we’ve decided”?
Funny how tidy that sounds when the script’s already written.

Even if those people were never told
the full truth.

📝 If you're filling out the form, here are some things you might want to include in your comments:

– These options feel limited and don't reflect the actual legal status of the land.
– The land is legally classified for hut settlement, which hasn’t been acknowledged.
– There are no renewal options, only expiry.
– The proposed bond feels like a step toward removing residents, not supporting them.
– Environmental conditions are vague and could be misused.
– This doesn't feel like true community consultation.

You’re allowed to write your own thoughts.
You’re allowed to challenge the way this has been structured.
That’s the part they hope you’ll skip.

🧱 WHO ARE WE?

We are the Upper Selwyn Huts.

We are Whānau,workers,retirees,
long-time locals.
We've rebuilt, raised families, and held each other up for over 130 years.

We are not a problem to be managed.
We are not a footnote in a development plan.
We are a community and we deserve to be treated like one.

🤔 Ask yourself this:

If every "choice" leads to the same outcome…
And the most lawful, logical option, staying, is left off the table…
What kind of process is that, really?

It's not consultation.
It's packaging.
Neatly presented. Carefully controlled.
And quietly designed to make something disappear without ever saying it out loud.

Here's where to do it:
👉 Selwyn District Council
https://www.selwyn.govt.nz/property-And-building/upper-selwyn-huts-management-and-licencing

Hit "Submit"
But make it count.
Not just for the form.
FOR THE TRUTH.

#savetheselwynhuts #greenparkhuts
#lowerselwynhuts #communitysupport #bhn Andy Foster MP Te Rūnanga o Ngāi Tahu BHN News Jamie Arbuckle MP Public

#southislandvoices #nghtahu #unsurenessia

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?
🚨 BEFORE YOU TICK A BOX… READ THIS.

This isn't community consultation.
It's a carefully crafted public relations exercise, dressed in polite language, loaded questions, and limited options. It looks like choice, but it's not.

Let's walk through what they're really doing here.

❌ WHAT THEY'RE NOT TELLING YOU:

Selwyn District Council refers to Upper Selwyn Huts as "public land".

That's misleading.

This area is legally classified as a
Local Purpose Reserve ,for Hut Settlement.
That means it was set aside specifically for people to live here, not visit, not camp, live.

But that truth doesn't suit the plan.
So they left it out.

🧠 THE "OPTIONS" — IF YOU CAN CALL THEM THAT:

Your choices are:
– 5 years, no renewal
– 30 years, no renewal
– 10+10+10 years, still ends at 30

Every single option ends in eviction, just at different speeds.
It's like being asked, "How would you prefer your home to be taken off you, fast, slow, or medium pace?"

No option for renewal.
No option that honours the legal status of the land.
No option that respects the people who live there.

Because they're not offering solutions, they're offering a controlled exit.

🌊 "ENVIRONMENTAL RISK" – A.K.A. THE EMERGENCY EXIT CLAUSE

They say:
"If there's flooding or access issues, licences can end early."

But they've left it wide open.
No standards. No definitions.
Translation: "We'll decide later if we feel like kicking you out."

💰 THE BOND — LET'S BE REAL

They're asking hut residents to pay a bond.

Not tourists.
Not Airbnb-ers.
Just us.

And what’s it for?
Basically, a tidy little deposit toward the eventual removal of your home.

Would you pay a bond to help fund your own eviction?
That’s exactly what this is asking.

🛠️ INSPECTIONS – TARGETED MUCH?

Regular checks on our homes.
But not across the rest of Selwyn.

Council says it’s about “safety”.
But it looks a lot more like:
“Let’s go looking for problems so we have an excuse later.”

🪖 OH, AND GET THIS:

They told hut residents NOT to rely on the wider community.
Now they’re asking the whole district to “have a say”?

WHY?

Because they know most people won’t dig deep.
They’ll just tick a box, scroll on, and Council gets to say:

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Even if those people were never told
the full truth.

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#southislandvoices #nghtahu #unsurenessia

Submitter Number: 12

Full Name: Johannes Welsch
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?
I have an interest in the area
Other

What is your interest in the area?
recreation, upholding the protection of cultural values of Te Waihora, building resilience into the landscape of te waihora in the face of climate change

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options
Fixed term of 5 years (no renewal)
Please explain the reason for your selection:
building and maintaining infrastructure for a small number of people that do not cover the real cost/let alone the long term cost of addressing climate change impacts. its public reserve a people need well serviced proper homes around rolleston or else. ngai tahu has made the right decission for greenpark and so should SDC for USH

Do you have any other feedback on licence terms?
No

Please add your comments

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
No
Please explain your reason:
they are all valid. there are probably more than those

Are there any additional events that you think should be considered?
Yes
Please add your comments:
lake level needs to raise to enable opening out to see. that means huts need to go as lake edge will come closer

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments
it should be decided right now and give residents clarity and get them to move plus a bond to pay for removal of the houses

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
No
Please add your comments
there is real risk to rate payers that they will just go or put up a fight... all that costs money

Please add your comments:

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
No

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?
Every year
Other

Please add your comments:
do it annualy, charge hut owners and get rid of them in 5 years. i know this sounds harsh but the long term cost of the location should not be carried by rate payers

Do you think the checklist covers the right things?
Not sure
Please specify what you would change
i am not a building inspector

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication
has to be fixed by home owner with the clear message of 5 years is the end of this.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?
na

Submitter Number: 13

Full Name: Sue Richards
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?

Other
This is so unfair to the people of the Huts

What is your interest in the area?

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options
Rolling 10-year terms (with the ability to renew, up to a maximum of 30 years total, i.e. 10 + 10 + 10 years)
Please explain the reason for your selection:

You are treating these people so badly! Would you like this to happen to you ! HELL NO! It's Disgusting, unfair and unethical

---

Do you have any other feedback on licence terms?
No

Please add your comments

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period*
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3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:

These people have been though floods before a d a major earthquake, they managed!

Are there any additional events that you think should be considered?
Yes
Please add your comments:

The true reason for this, Be Honest we all know why you want to make the Hut community homeless

---

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments
Be Honest would be a good start

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
Yes
Please add your comments

They already pay rates

Please add your comments:

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
No

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?
Only when there's a complaint or issue raised
Other

Please add your comments:

Why! They are not renting!

Do you think the checklist covers the right things?
No
Please specify what you would change

NO INSPECTION

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication

As above NO INSPECTION

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

NO INSPECTIONS SHOULD D DONE THEY ARE NOT RENTING THEY PAY Rates

Submitter Number: 14

Full Name: Sarah cotton
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?

Other
Empathy for those who are going through this process

What is your interest in the area?

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options
A single fixed term of 30 years (no renewal)
Please explain the reason for your selection:
bevause you only gave me three options which all end in the same eviction ending.

Do you have any other feedback on licence terms?
Yes

Please add your comments

This is:

1. Misleading “Five-Year Term with Final Expiry”

Although labelled as a short licence period, it ends unconditionally with no right to renewal.

Residents may interpret this as only temporarily insecure, but it offers no actual path to permanence—forcing families, often elderly or low-income, into displacement after only five years.

2. Misleading “Single 30-Year Term”

Extends the timeline to 30 years, but remains a one-off with a final non-renewable end date.

Presents a false sense of long-term tenure, while effectively locking in an eventual eviction—no matter the personal or community investments made during that time.

3. Misleading “Rolling 10-Year Terms up to 30 Years Total”

Subjects licence holders to repeated renewals, uncertainty, administrative burden, and stress.

Even after 30 years, this option terminates—highlighting that rolling terms are merely a prolonged prelude to eviction

---

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off*

3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
No
Please explain your reason:
because i understand that personal safety of all involved comes first

Are there any additional events that you think should be considered?
Yes
Please add your comments:
Indefinite Renewable Licence with clear, objective renewal criteria:

Renewal based on building safety, compliance, and demonstrated appropriate use—not a hard expiry date.

Include heritage protections and community representation in decision-making.

Allow for managed retreat only if and when actual climate or infrastructure risk is evidenced—not assumed decades in advance.

Provide for compensation or relocation assistance in any future, evidence-based scenario.

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments
Indefinite Renewable Licence with clear, objective renewal criteria:

Renewal based on building safety, compliance, and demonstrated appropriate use—not a hard expiry date.

Include heritage protections and community representation in decision-making.

Allow for managed retreat only if and when actual climate or infrastructure risk is evidenced—not assumed decades in advance.

Provide for compensation or relocation assistance in any future, evidence-based scenario.

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
Yes
Please add your comments
Is unnecessary and punitive.

Adds extra cost to a process already stacked against residents.

Offers no security in return.

If council insists on keeping a bond system, it should:

Be much lower (e.g., $200) or means-tested.

Come with a clear and fair return policy.

Only be applied if actual damage is caused—not simply because the licence expires or is cancelled through no fault of the resident.

Please add your comments:

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
No

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?

Other
5 years

Please add your comments:
🧰 Recommendation: Fair and Practical Building Inspection Frequency

To ensure health and safety without creating unnecessary hardship for residents, I recommend:

🔁 Full building inspections every 5 years

This reflects standard practice for low-use or seasonal residential dwellings.

It provides sufficient time for residents to plan and budget for any repairs or upgrades.

It reduces unnecessary administrative or financial pressure on both residents and council.

📝 Annual self-declaration system

Residents can complete a brief annual declaration confirming there have been no structural changes or damage since the last inspection.

If there are changes or concerns, residents can voluntarily request an inspection.

🌪️ Trigger-based inspections

Inspections may be initiated by the council or requested by residents if:

There’s been a natural disaster, fire, or extreme weather event.

A formal concern has been raised.

A resident seeks to sell, sub-let (if permitted), or make major renovations.

This model ensures the safety of huts and their occupants while avoiding unnecessary disruption or surveillance of those who are already demonstrating responsible stewardship.

Do you think the checklist covers the right things?
No
Please specify what you would change
The current inspection checklist proposed by Council appears to mirror full residential building requirements, which is unfair and excessive for seasonal huts that have historically functioned safely with minimal infrastructure. Many items on the list assume commercial or permanent residential standards—ignoring the unique heritage, simplicity, and low-impact nature of these dwellings. Applying such a checklist without adaptation would create unnecessary financial and emotional strain for residents, many of whom are already under pressure. A fairer approach would focus on core safety elements—such as sound structure, safe wastewater, and basic hazard checks—within a 5-year formal inspection cycle, supported by annual self-declarations and event-triggered inspections. This model balances safety with respect for the community, the history of the huts, and the realistic capacity of those who live there.

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication
If issues are found during an inspection, residents should not be left to navigate costly or complex repairs alone. The Council must take a supportive, not punitive approach. This includes:

1. Clear, Written Guidance

A plain-language report explaining what the issue is, why it matters, and what options exist for repair or remediation.

Realistic timeframes for making improvements, tailored to the severity of the issue and the resident's circumstances.

2. Access to Practical Support

Council advisory service or dedicated staff member to assist hut holders in understanding compliance requirements and navigating repairs.

Workshops or drop-in clinics for residents to ask questions and get advice.

3. Financial Assistance Pathways

A Hardship Relief Fund or grants/loans scheme for low-income residents facing high repair costs.

Support with applying for external grants or subsidies (e.g., insulation, waste system upgrades)

4. Tiered Enforcement

Council should prioritise education and support first.

Enforcement or cancellation of licence should only occur after reasonable opportunities have been given to make repairs—with extra consideration for vulnerable or elderly residents.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Submitter Number: 15

Full Name: Deric Sevier
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?
I am a licence holder
Other

What is your interest in the area?

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options

Please explain the reason for your selection:

Do you have any other feedback on licence terms?
Yes

Please add your comments
No finite term is necessary at this stage.

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive

to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

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Are there any of the proposed events you disagree with?
Yes
Please explain your reason:
The upper huts have never flooded in recent times. The flooding across the road is not of high flow and could be traversed by most decent 4wd or Fire engines. The road does NOT flood twice a year.

Are there any additional events that you think should be considered?
No
Please add your comments:
Events like tsunamis and earthquakes would likely impact on thousands of other residents in coastal Canterbury.

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
No
Please add your comments
Keep it very affordable.

Please add your comments:

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
Yes

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?
Only when there's a complaint or issue raised
Other

Please add your comments:

Do you think the checklist covers the right things?
Yes
Please specify what you would change

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication
Ample time to rectify problems

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Submitter Number: 16

Full Name: Jan Johnston
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?
I have an interest in the area
Other

What is your interest in the area?
living near a river or lake in a bach

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options

Please explain the reason for your selection:

Do you have any other feedback on licence terms?
Yes

Please add your comments
there should be no expected time of renewal to suit the plans of council

Council's priority is the safety and wellbeing of people in the community.

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Are there any of the proposed events you disagree with?
Yes
Please explain your reason:
all of them as this could affect anyone living near water whether a small population or not!

Are there any additional events that you think should be considered?

Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments
This seems very much like scare tactics

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
Yes
Please add your comments
just money making for nothing except the council

Please add your comments:

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?

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How often do you think building inspections should occur?
Only when there's a complaint or issue raised
Other

Please add your comments:

Do you think the checklist covers the right things?

Please specify what you would change

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication

---

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Submitter Number: 17

Full Name: Rupert Kuhlmann
Organisation:
Wish to speak to the submission: Yes

What is your connection or interest to Upper Selwyn Huts?
I have an interest in the area
Other

What is your interest in the area?
I'd like to have the afrea occupied

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options
Rolling 10-year terms (with the ability to renew, up to a maximum of 30 years total, i.e. 10 + 10 + 10 years)
Please explain the reason for your selection:

Do you have any other feedback on licence terms?
No

Please add your comments

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Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental

events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

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* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:
The area seemed to be accessible during recent flooding events

Are there any additional events that you think should be considered?
No
Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments
Nothing

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
No
Please add your comments
Why?

Please add your comments:
When will this bond be applied to other district residents?

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
Yes

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?

Other
Same as for all other buildings in the district

Please add your comments:

Do you think the checklist covers the right things?
No
Please specify what you would change
Why would council do that here differently than elsewhere in the district?

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication
Same as for all other residents in the district

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Submitter Number: 18

Full Name: Tarnz Partridge
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?
I have an interest in the area
Other

What is your interest in the area?
my Mum owns a hut. And has lived there for years. It is a beautiful place to live.

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options
A single fixed term of 30 years (no renewal)
Please explain the reason for your selection:

I feel there should be NO fixed renewal.

Do you have any other feedback on licence terms?
Yes

Please add your comments
I feel there should be NO fixed renewals. It is a beautiful place to live.

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:
not good enough reasons to make people homeless.

Are there any additional events that you think should be considered?
Yes
Please add your comments:
what it will do to the people living there if they are made homeless.

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments
To help the residents rebuild the community.

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
Yes
Please add your comments
the price of living.

Please add your comments:

The residents should not have to pay.

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
Yes

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?
Only when there's a complaint or issue raised
Other

Please add your comments:

Do you think the checklist covers the right things?
Not sure
Please specify what you would change

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication
A discussion with the hut owner and options to fix the issue and time to fix it.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?
Hut owners given plenty of notice of when the inspection is. And time and options to fix any issues.

Submitter Number: 19

Full Name: William Green
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?
I have an interest in the area
Other

What is your interest in the area?
hut ls around the entire cantubury region are very important to the country

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options
A single fixed term of 30 years (no renewal)
Please explain the reason for your selection:
there should be able to renew for ever. Not just caped at 30 years

Do you have any other feedback on licence terms?
No

Please add your comments

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive

to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:
all of them. Council need to get real

Are there any additional events that you think should be considered?
No
Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments
that council rebuilds just like they would do in a city

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
Yes
Please add your comments
no situation should require a bond

Please add your comments:

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
No

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?

Other
Never

Please add your comments:

Do you think the checklist covers the right things?
No
Please specify what you would change
there should be in inspections

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication
council should stay out of it

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Submitter Number: 20

Full Name: Emma Shaw
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?
I have an interest in the area
Other

What is your interest in the area?

a selwyn resident

Have friends with young families who live there

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options
A single fixed term of 30 years (no renewal)
Please explain the reason for your selection:

Do you have any other feedback on licence terms?
Yes

Please add your comments
– These options feel limited and don't reflect the actual legal status of the land.
– The land is legally classified for hut settlement, which hasn’t been acknowledged.
– There are no renewal options, only expiry.
– This doesn't feel like true community consultation.

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

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3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:
– Environmental conditions are vague and could be misused.

Are there any additional events that you think should be considered?
No
Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

Yes
Please add your comments
The proposed bond feels like a step toward removing residents, not supporting them.

Please add your comments:
The proposed bond feels like a step toward removing residents, not supporting them.

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
Yes

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?
Only when there's a complaint or issue raised
Other

Please add your comments:

Do you think the checklist covers the right things?
No
Please specify what you would change

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Submitter Number: 21

Full Name: Sue Stokes
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?
I have an interest in the area
Other

What is your interest in the area?
i enjoy spending time in a small close nit community

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options

Please explain the reason for your selection:

Do you have any other feedback on licence terms?
Yes

Please add your comments
there is no option for licence in peptuity. This is an unfair question as it only gives options for shutdown and not continuance.This is wrighted so the Council gets what it wants and completely unfair

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

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* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:
What is the true flooding risk? How kany time has it flooded in the last 10 years? How nany times has the council over recated and evacuated residents im that time. Were I live in Sheffield has flooded more than the huts. Are we going to be moved on???

Are there any additional events that you think should be considered?
Yes
Please add your comments:
yes, what is the legal statice of the land? Why is the council appempting to force people from there homes. Why is the information given to people to read about the huts so biased. Information should be honest and unbiased when consulting not council properganda.

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments
The council should put the needs and wants of the community 1st. Councils job is infrastructure. If there is a failing of this then council needs to remedy the situation to the betterment of those who live in the effected area. Ie thise the council have failed

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
No
Please add your comments

Council have taken more than enough $$ from rate payers. This is just another way of trying to force evictions. Ots pretty evil to " bond" someone's home. Who make the rules around the bonds and what are the possibilities of anyone ever getting it back?

Is everyone in selwyn going to be bonded? Whay about those that can't afford another tax?

Please add your comments:

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
Yes

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?

Other
They shouldn't. Are all house's in our district going to face similar inspections?

Please add your comments:
Another way of forcing people out. Are you going to apply the same measures across the district? If not why not? Its not fair to target 1 small community . How long will it he before thr council begins targeting other communities. At what cost? Many homes in NZ would not survive these inspections. Dame Sylvia Cartright said in her inquiry that she had deep fears for the housing stock in Canterbury post the earthquakes. Most homes have undected damage so helpful for the council when attempting to firce people out of their homes.

Do you think the checklist covers the right things?
No
Please specify what you would change
It shouldnt exist.

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication
They council has no business forcing these inspections unless this is going to be a Selwyn wide exercise. This is targeted harassment. Who pays for this?

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Ues ueep councils nose out of Private property. Get your fore business sorted stop interfering in peoples lives.

Id like to know how council is handled the health and wellbeing of this community. I think those living in the hut will be suffering from mental health issues. What are the council doing about this being as they are the cause?

Submitter Number: 22

Full Name: Ian McIntosh
Organisation:
Wish to speak to the submission: Yes

What is your connection or interest to Upper Selwyn Huts?
I have an interest in the area
Other

What is your interest in the area?
I live in the Selwyn District and I do not like the way the people of USH are being treated and I am alarmed at the terrible science that has been used to date by the SDC to concoct a limited term for the USH, especially since many who live there are financially stressed from the Christchurch earthquakes or Covid policies by the NZ Govt.

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options

Please explain the reason for your selection:

Do you have any other feedback on licence terms?
Yes

Please add your comments
You will see from my presentation that there is no need to limit the term based on environmental pressures. There is more than enough time for trigger points to be monitored and then acted upon in cooperation with the residents of the USH.

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

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3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:

I disagree with the first two since there are other places in the SDC where flooding has cut off vehicle access, and the SDC has not seen fit to advise effected people that they should plan on leave their homes.

For point 3 to occur, my presentation shows that even with a slowly increasing sea level, the weather forecasting and management of Lake Ellesmere, would have to be extremely poor since no such event has happened since establishment of the first fishing huts in 1888, and today we have far better forecasting of impending bad weather.

Are there any additional events that you think should be considered?
No
Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
No
Please add your comments
A bond should apply but it needs to be collected slowly and over a long term of potentially 100 years. My presentation shows why 100 years is a reasonable term.

Please add your comments:

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
No

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?

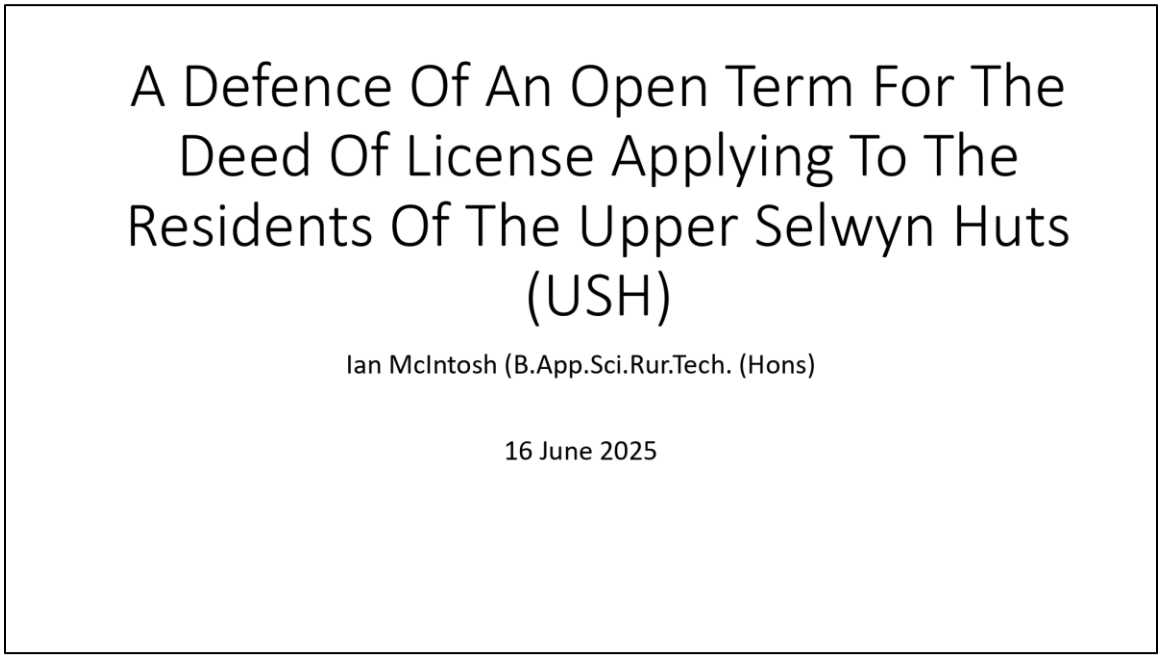
Other
As happens now since I understand the Council already does inspections.

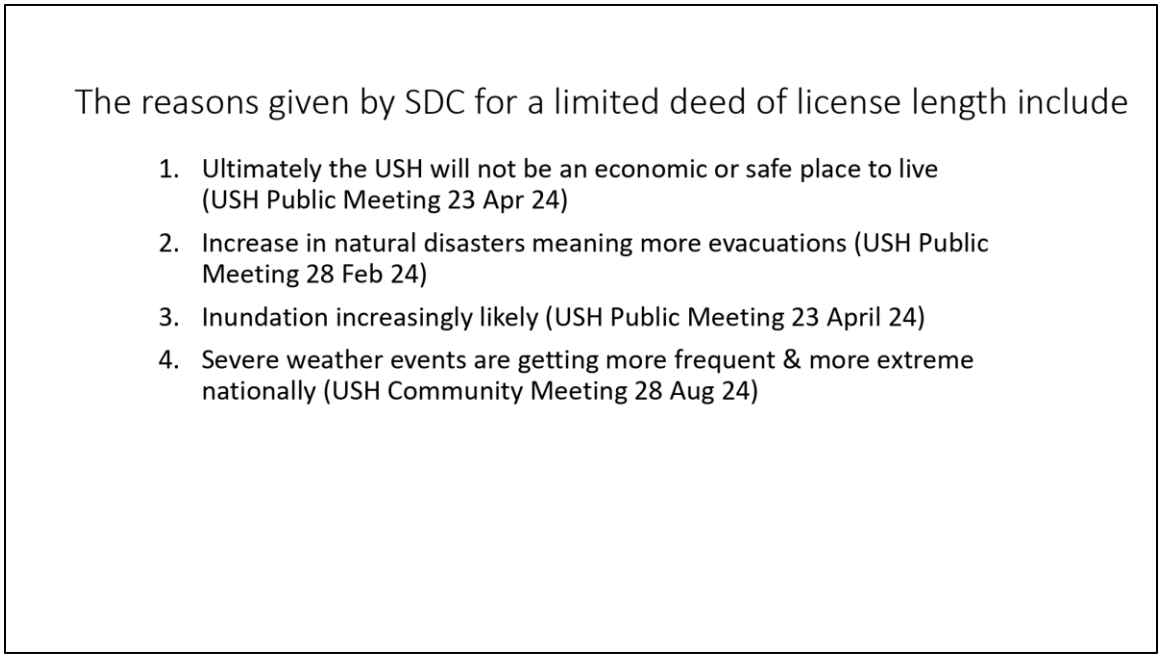
Please add your comments:

Do you think the checklist covers the right things?
Not sure
Please specify what you would change

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication
As happens now.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?





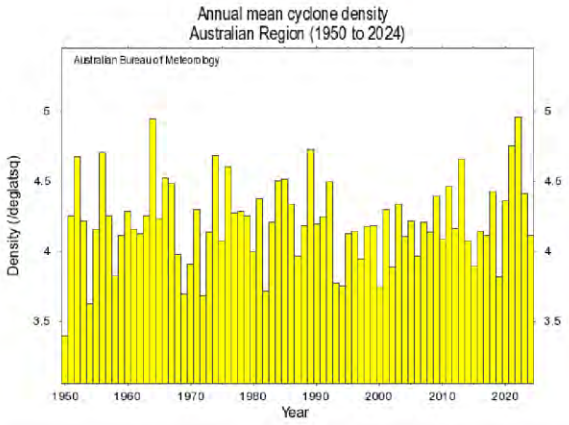
What Evidence Is Given To Support These Beliefs

1. Jacobs report says that weather events are getting more frequent and more extreme (USH Community Meeting 28 Aug 24)
2. Aqualinc report to SDC (5/12/24) says that USH is low-lying & vulnerable to flooding which may increase under future climates
3. "Sea-Level Rise: Causes & Future Projections" by NZ Sea Rise claims that: the NZ rate of sea level rise doubled between 1961-2020 vs 1900-1960.
4. & that depending on the model used & any reductions in emissions, sea level could increase by up to 2.0 m by 2150.

Let's Scrutinise The Claims

Claims 1 &2.
Weather events are getting more frequent & more extreme

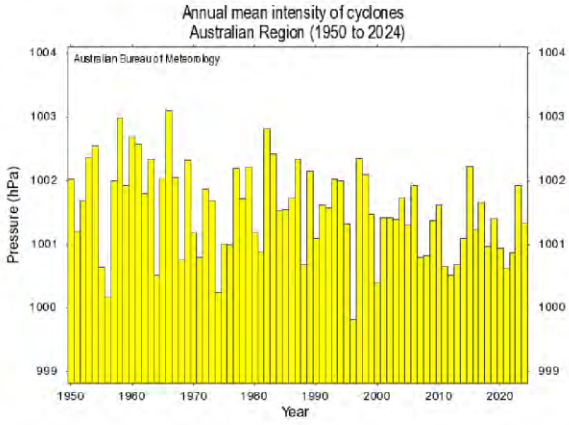
74 Years Of Records In Australia Show No Increase In Cyclones



Australian annual cyclone density 1950-2024 (74 years)

http://www.bom.gov.au/cgi-bin/climate/change/timeseries.cgi?graph=low_density&area=aus&season=0112

Or Their Intensity



Australian annual cyclone intensity 1950-2024 (74 years)

http://www.bom.gov.au/cgi-bin/climate/change/timeseries.cgi?graph=low_centint&area=aus&season=0112&ave_yr=0

"NIWA's Missing Storm Data & Its Impact On Extreme Claims"

1. 948, March 1860
2. 951, June 1876
3. 955, Feb 1868
4. 958, June 1889
5. 958, Jan 1884
6. 958, Jan 1939
7. 959, Oct 1868
8. 963, Dec 1871 (Gabrielle in 2023 was also 963)
9. 967, Dec 1871
10. 968, Mar 1871 (Giselle in 1968 was also 968)
11. 970, Dec 1868
12. 975, Jan 1869
13. 978, Sept 1887
14. 980, Feb 1874
15. 982, July 1871 (Bola in 1988 was also 982)
16. 984, July 1875
17. 984, May 1880
18. 985, June 1868
19. 985, Sept 1874

This NZ data has been collated by Ian Wishart, investigative journalist (investigatemagazine.co.nz).

It gives a snapshot of storms reported in NZ newspapers from 1868-1890, a short & random period of time.

The storms are ranked based on barometric pressure with Cyclones Bola, Giselle & Gabrielle listed by comparison.

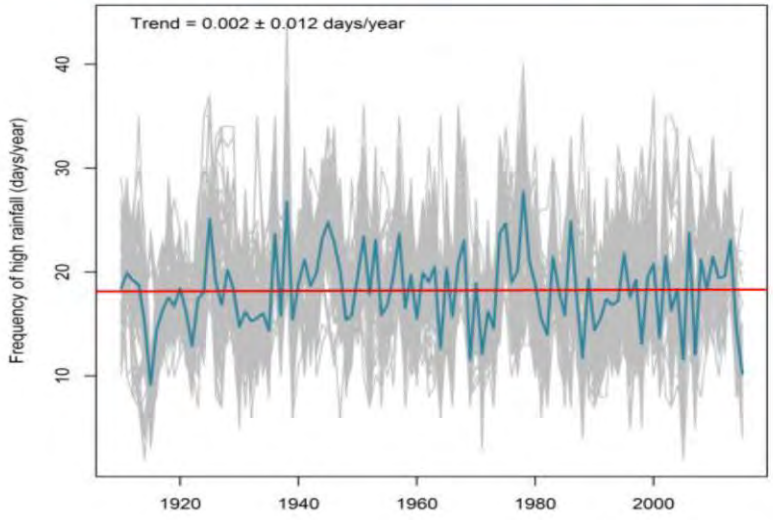
A 1939 storm that caught Ian's eye while researching, is also listed.

Clearly Cyclone Gabrielle was not a 1 in 250 yr storm as claimed

Ian Wishart concludes from his research that

Five storms geographically bigger and with deeper barometric lows than Cyclone Gabrielle struck New Zealand between 1868 and 1890, revealing that what we call a 1-in-250yr event was actually closer to a 1-in-4yr event back then

In The SDC's Own Report There Has Been No Increase In Extremes In Rainfall



Time series of annual frequency of high rainfall for 126 rainfall sites within 10 km of the Selwyn District (NZ) over **110** yrs. The red line is the mean.

IMPACT OF CLIMATE CYCLES AND TRENDS ON SELWYN DISTRICT WATER ASSETS Helen Rutter (Aqualinc Research Ltd); Murray England (Selwyn District Council); Tim Kerr (Aqualinc Research Ltd)

The Same Trends In Southern England In 186 Yrs For Jan-Aug.

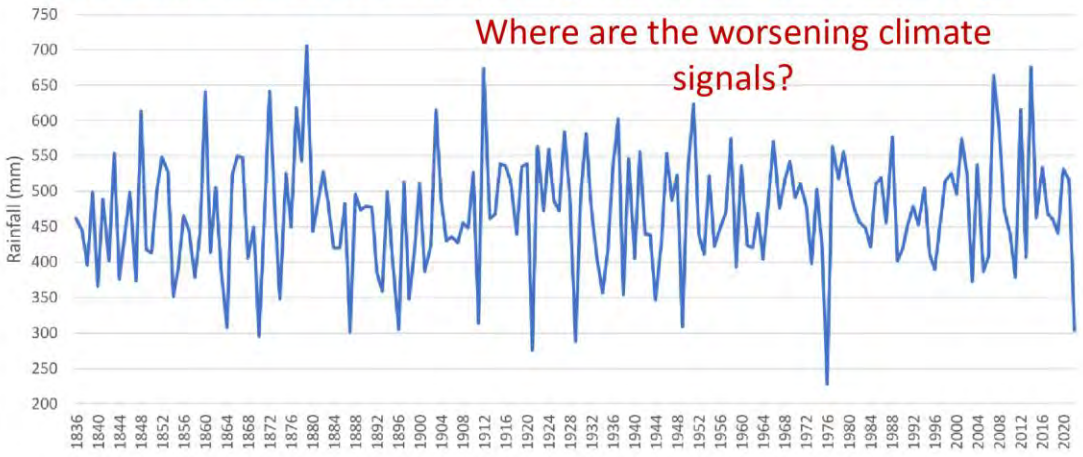
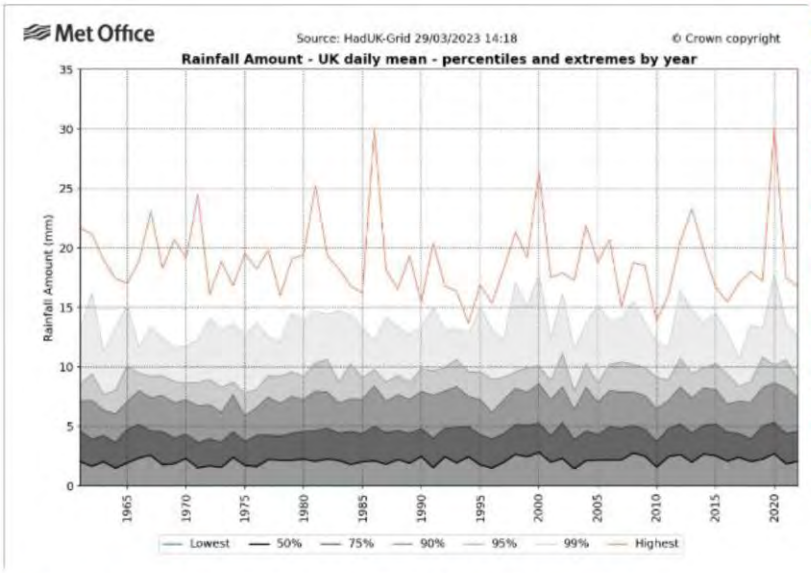


FIGURE 78 Southern England rainfall totals January–August 1836–2022.

https://rmets.onlinelibrary.wiley.com/doi/epdf/10.1002/joc.8167



62 years of data showing the trend in rainfall extremes in the UK.

Where is the worsening trend either way to flooding or droughts?

https://rmets.onlinelibrary.wiley.com/doi/epdf/10.1002/joc.8167

Prof Steven Koonin, past Under-Secretary in the Dept of Energy during the Obama presidency, quotes the IPCC's 5th Assessment (2013)



https://www.youtube.com/watch?v=l90FpjPGLBE

IPCC says that
:hurricanes and tornados show no changes attributable to human influences.

: we don't know if floods globally are getting better, worse or doing nothing at all.

The 6th Assessment (2021) doesn't change anything that is in the 5th Assessment.

Conclusion About Claims 1 & 2.

The IPCC and international and local records show these claims are unfounded.
The paucity of supportive information explains why the Aqualinc report is only prepared to say that flooding may increase in the future.
That is hardly definitive for making policy impacting on time frames to vacate the USH.

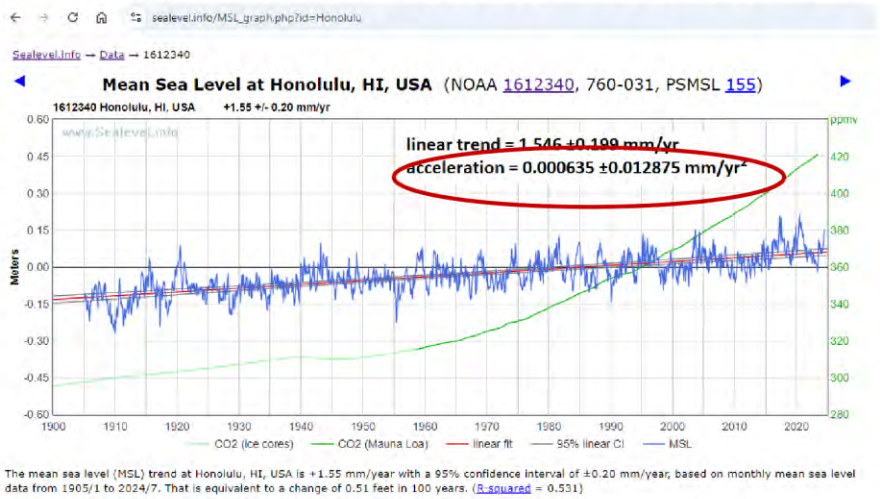
Let's Scrutinise The Claims (cont)

Claim 3.
Sea level rise doubled between 1961-2000 vs 1900-1960

IPCC, the UN body whose task it is to find evidence for climate change, stated

- "No significant acceleration in the rate of sea-level rise during the 20th century has been detected" (Church et al 2001 – Changes in Sea Level In: Climate Change 2001: The Scientific Basis. Contribution of Working Group 1 to the Third Assessment Report of the Intergovernmental Panel on Climate Change pp 639-693.)

Honolulu – **No Acceleration** In Rate Of Sea Level Rise



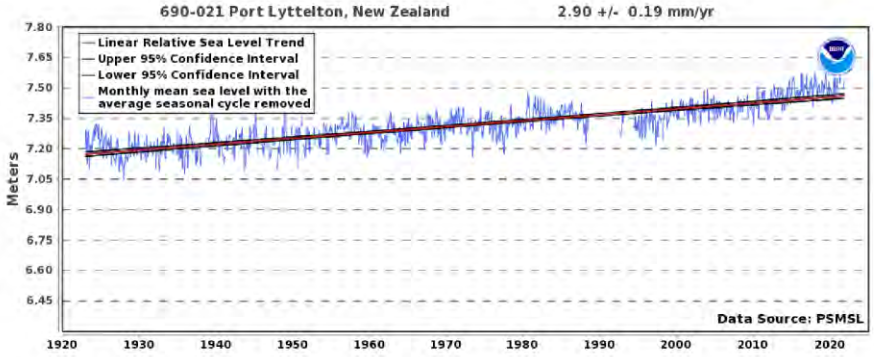
The mean sea level (MSL) trend at Honolulu, HI, USA is +1.55 mm/year with a 95% confidence interval of ±0.20 mm/year, based on monthly mean sea level data from 1905/1 to 2024/7. That is equivalent to a change of 0.51 feet in 100 years. (R-squared = 0.531)

https://sealevel.info/1612340_Honolulu_thru_2024-07_vs_CO2.png

Acceleration of 0.000635 mm/yr² is no acceleration for 125 Yrs

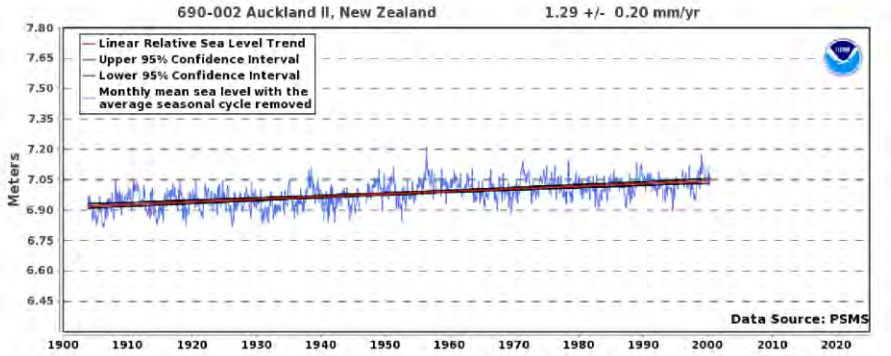
Despite An Increase In CO_2 Of 125 ppm.

Lyttelton's Rate Of Sea Level Rise Hasn't Changed in 100 Yrs



https://tidesandcurrents.noaa.gov/sltrends/sltrends_station.shtml?id=690-022

And Neither Has Auckland's



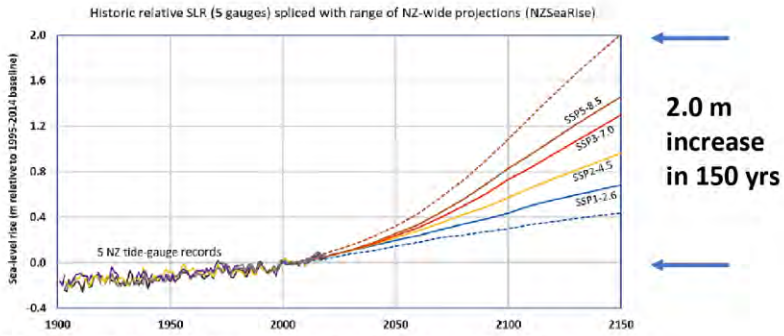
https://tidesandcurrents.noaa.gov/sltrends/sltrends_station.shtml?id=690-002

Conclusion About Claim 3.

The IPCC, overseas and NZ sea level data, conclusively discredit Claim 3.
i.e. there is no increase in the rate of sea level rise.
Claim 3 is fear mongering

Let's Scrutinise The Claims (cont)

Claim 4. Depending on the model used & any reductions in emissions, sea level could increase by up to 2.0 m by 2150.



2.0 m increase in 150 yrs

Figure 2: Historic sea-level record from 5 long-term tide gauges spliced with updated sea-level projections from the NZSeaRise project, averaged at the national scale (baseline is 1995-2014; mid-point 2005). SSP scenarios are described in Primer #2. Dashed lines are bottom and top of likely range. *Sources:*[1,2]

Some Explanation Of Terminology Is Needed Before We Progress

The Intergovernmental Panel on Climate Change (IPCC)

releases Assessment Reports (AR's), the latest was released in 2021 & is called AR6, the previous one in 2013 is called AR5

Coupled Model Intercomparison Projects (CMIP's) are a compilation of the results from climate modelling groups from around the world. Their information is included in AR reports e.g. CMIP6 data is in the AR6 report.

RCP's (Representative Concentration Pathways) in AR5 have been changed to SSP's (Shared Socioeconomic Pathways) in AR6.
RCP8.5 refers to a radiative forcing of 8.5W/m^2

RCP2.6, RCP4.5, RCP6.0 & RCP8.5 have become SSP1-2.6, SSP2-4.5, SSP4-6.0 & SSP5-8.5

https://www.carbonbrief.org/cmip6-the-next-generation-of-climate-models-explained/

What RCP (SSP) Figures Is NZ Officially Using?

Climate change projections for the Canterbury Region

NIWA

Prepared for Environment Canterbury

February 2020

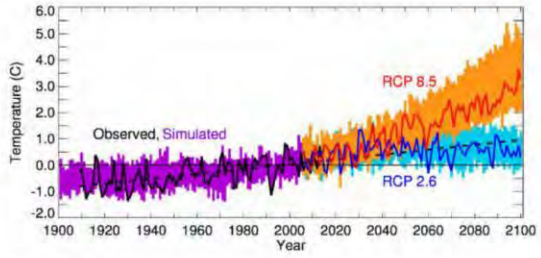


Figure 1-7: **New Zealand Temperature - historical record and an illustrative schematic projection illustrating future year-to-year variability.** (See text for full explanation). From Ministry for the Environment (2018).

The report says

"The NIWA report looks at two scenarios: RCP4.5 (which could be realistic if immediate global action is taken towards mitigating climate change) **and RCP8.5 (sometimes called the 'business-as-usual',** where emissions continue at current rates)".

See for yourself from NIWA's own data, does RCP 8.5 look like "business as usual"?

Obviously not, but RCP2.6 should be labelled "business as usual".

Do The Models Correlate With What Is Happening Around The World

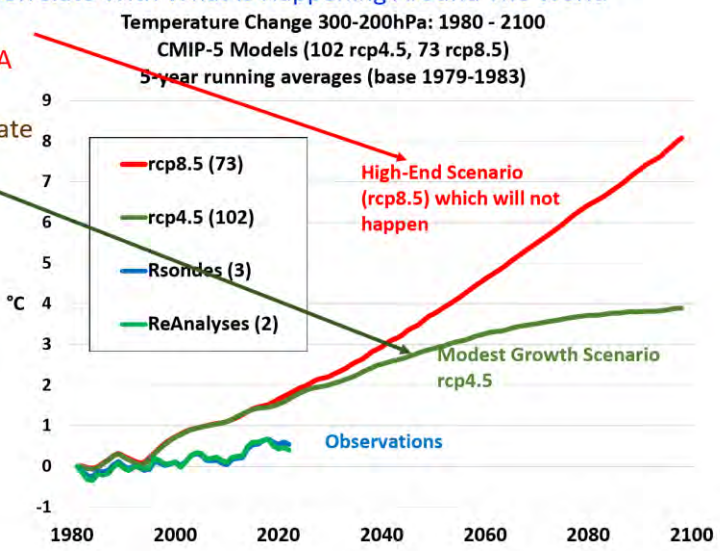
RCP8.5 is obviously not "business as usual" as NIWA says.

RCP4.5 is also not appropriate

Data Provided By Prof John Christy (pers. comm)

Distinguished Professor, Atmospheric and Earth Sciences
Director, Earth System Science Center
Alabama State Climatologist
The University of Alabama in Huntsville

He won a prestigious science award while at NASA for putting the satellite into space to measure the earth's temperature.



We are 1/3 of the way from 1980 to 2100 and the models are already significantly in error – something needs to be fixed

Based On Modelled Temperature Increases This Is What The Models Are Predicting For Lyttelton's Sea Level According To The Ministry For The Environment (MfE).

Council 13 March 2024 - Public Agenda

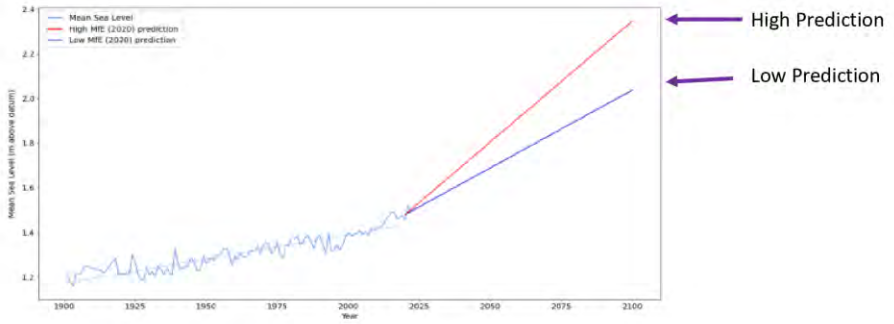
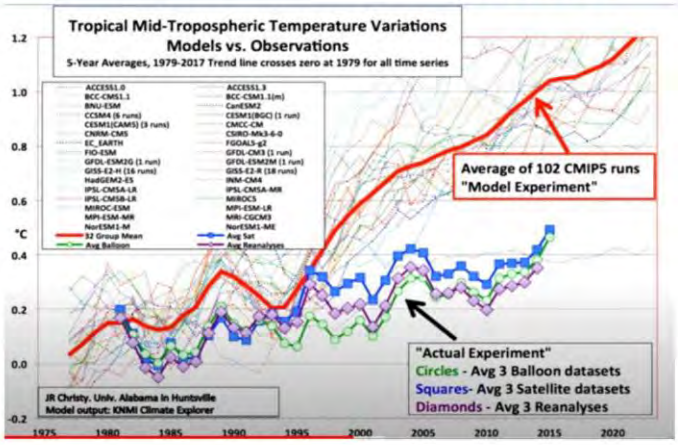


Figure 22. Measured and projected changes in mean annual sea level at Lyttelton: 1901-2050.

https://www.selwyn.govt.nz/__data/assets/pdf_file/0003/2141364/13-March-2024-Part1.pdf

Governments & Councils Are Using Climate Models With 200%-400% Error In Predicting Historic Temperature To Make Future Predictions



The models have an error of >200% compared to actual records from weather balloons & satellites.

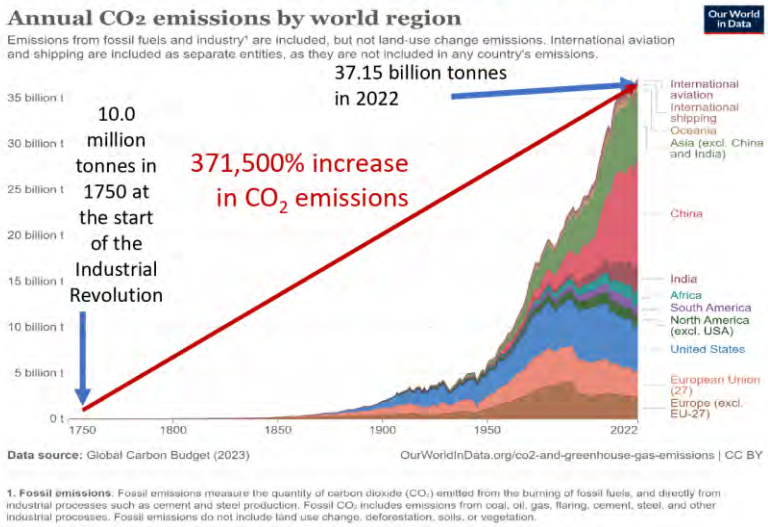
The scientist referenced below won a prestigious science award when he was at NASA, for putting a satellite into space to measure the earth's temperature.

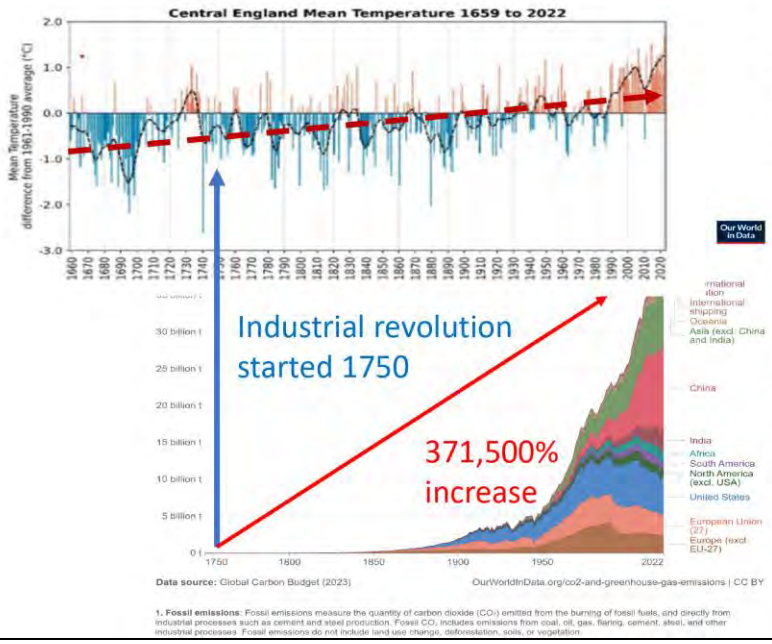
https://www.youtube.com/watch?v=I8hdE3eZ6vs&feature=youtu.be

Why Are The Models So Wrong.

Because they think CO_2, methane & nitrous oxide noticeably increases the earth's temperature.
Even the IPCC says that man's influence is no more than 1%. https://www.youtube.com/watch?v=l90FpjPGLBE
The model authors haven't done their homework.
The following slides explain what they got wrong.

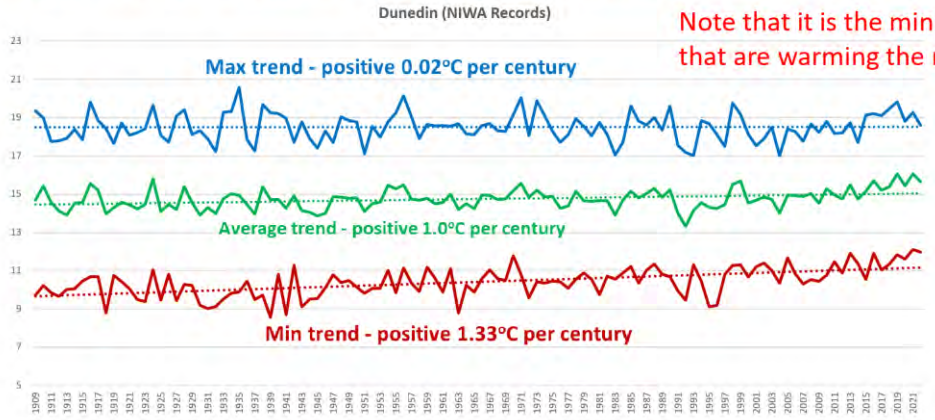
The Significant Increase In CO_2 Emissions Since The Industrial Revolution Began In 1775.



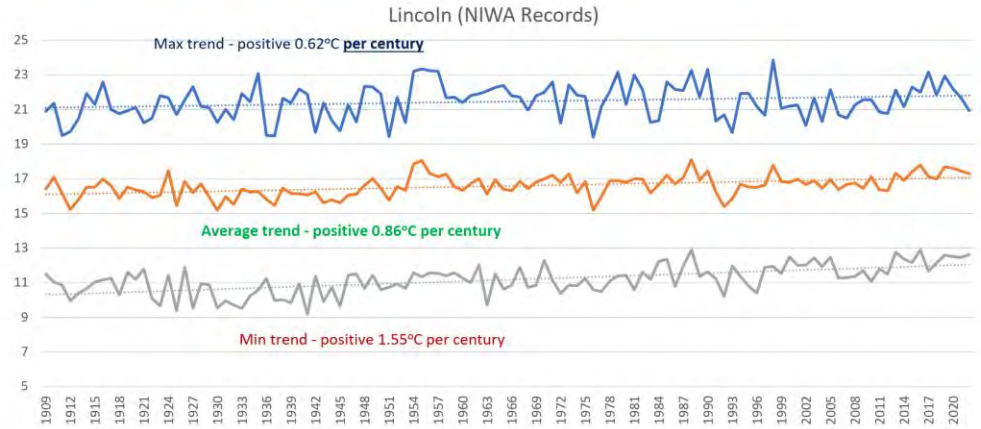


Hasn't impacted on the oldest temperature records in the world, which began nearly 100 years before the Industrial Revolution. The Industrial Revolution began in the UK which happens to be the country where the temperature records began.

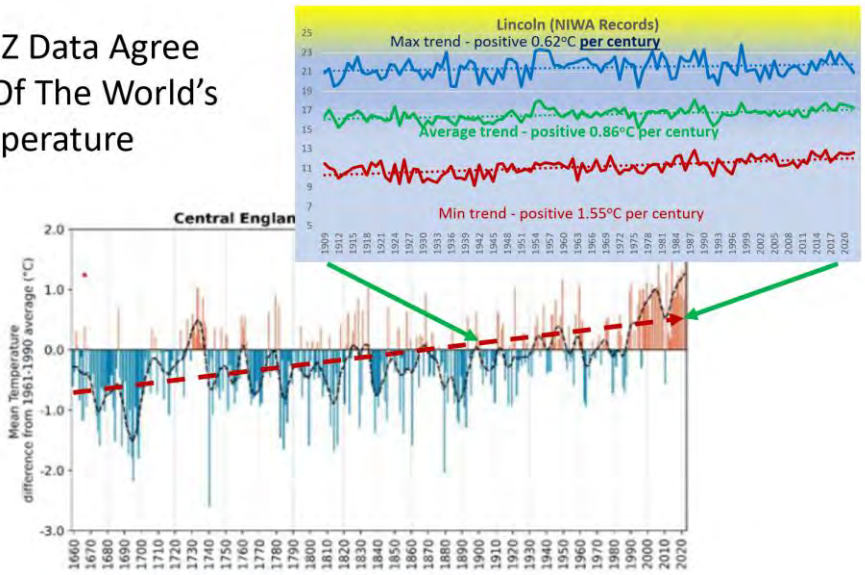
As In The UK, Figures From Dunedin (NZ) Since 1909 (NIWA Data) Also Show A Linear Increase In Temperature. 113 Yrs Of Data Show No Correlation To Emissions.



And The Same For Lincoln (NZ) Since 1909 (NIWA)



Trends In NZ Data Agree With That Of The World's Oldest Temperature Records



https://www.metoffice.gov.uk/research/climate/maps-and-data/cet-series

Conclusion About Claim 4.

The temperature models are totally discredited & should not be used to determine climate trends or rates of seal level rise.

Instead, the historic records should be used to give confidence that the gradual increase in sea level will not change.

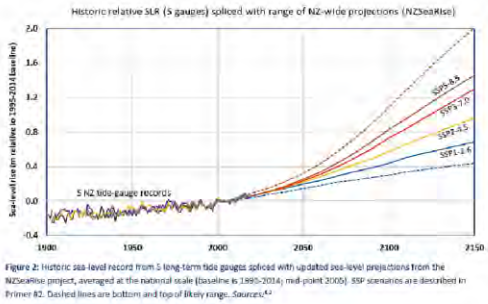


Figure 2: Historic sea-level record from 5 long-term tide gauges spliced with updated sea-level projections from the NZSeaRise project, averaged at the national scale (baseline is 1995-2014; mid-point 2005). SSP scenarios are described in Primer #2. Dashed lines are bottom and top of likely range. Sources:[4,5]

On that basis, the rise in sea level will follow the blue dotted line until 2150 (in 125 yrs).

This means a rise of about 0.40 m by 2150.

Considering that the resource consent covering the opening of Lake Ellesmere (Te Waihora) to the sea, allows the lake to remain open until there is only 0.60 m.a.s.l. & that 1.05 or 1.13 m.a.s.l. are the preferred options to open the lake, depending on time of year, it is totally conceivable that the USH will not see flooding for at least 125 yrs, especially since it has never flooded since 1888 when it began occupation.

Conclusion

In a survey of USH residents as reported by Lincoln University Masters student, Dalia Zarour(2019), Participant 6 said "We live in the Huts for the lifestyle and because we don't have the financial means to live elsewhere, especially living on the pension. The majority of the Hut's permanent residents are over 65 years of age and relocation is not always easy, but we are a tight-knit community and we always help each other's out."

With excellent historic data showing that climate models are grossly inaccurate, how can the SDC put USH residents under financial stress based on models?

The only tools that should be used are the excellent historic records and they give confidence that the slow yearly increase in sea level will not pose a flooding risk to the USH community for a very long time. Such a timeline will allow authorities to manage trigger points well in advance and with USH cooperation.

To understand why authorities are pursuing the eviction of their own people, despite ample evidence to defend constituents of their long term tenure, this documentary may provide an insight. https://theagendafilm.com/

"The effects of high lake levels due to climate change on lakeside communities and adjacent land use Case study: Lake Ellesmere/Te Waihora" - Dalia Zarour (2019)

Submitter Number: 23

Full Name: Sue Kelly
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?

Other
I am interested in Justice for all fellow citizens

What is your interest in the area?

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options
Rolling 10-year terms (with the ability to renew, up to a maximum of 30 years total, i.e. 10 + 10 + 10 years)
Please explain the reason for your selection:

Do you have any other feedback on licence terms?
Yes

Please add your comments
this question should be omitted. I disagree with all options.

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental

events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
No
Please explain your reason:
I don't think it should be a council decision. Tenants should decide what happens. It's there land, their homes, and their right to decide.

Are there any additional events that you think should be considered?
No
Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments
They should be asking the tenants what they wish for, after all, aren't they in office to service the wishes of the people concerned.

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
No
Please add your comments

Please add your comments:

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
No

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?
Only when there's a complaint or issue raised
Other

Please add your comments:
Stop the over-reaching. People are capable of being responsible for themselves.

Do you think the checklist covers the right things?
No
Please specify what you would change
again, ask the tenants

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication
full, transparent disclosure or all interests and considerations.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?
no

Submitter Number: 24

Full Name: Wendy Downie
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?
I have an interest in the area
Other

What is your interest in the area?
I have family and friends in the area, and enjoy visiting and staying

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options

Please explain the reason for your selection:

Do you have any other feedback on licence terms?
Yes

Please add your comments
all three of these options still end with eviction, the reasons from selwyn district council are unfair and unreasonable. The area has been occupied for at least 130 years. There is no real valid reason apart from nastiness from S.D.C that the residents can't stay longer than what's bee suggested on this questioner

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period*
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* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:
using climate change and flooding aren't fair reasons. Nothing is ever the same and bad weather has been happening for hundreds plus years. There is no way anyone can predict what the future weathers might do

Are there any additional events that you think should be considered?

Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments
Be guided by the people that are there

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
Yes
Please add your comments

this is still about eviction! this is not fair consultation.

Residents already pay hefty rates

Please add your comments:

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?

Other

Please add your comments:

Do you think the checklist covers the right things?
No
Please specify what you would change

this questioner seems very one sided and in favour of the selwyn district council only and not for the residents of the selwyn hurts.

The reasons for evictions whether it is for 5 years or 30 years don't make any sense. I do not feel the S.D.C is really being truthful or transparent of the long term reasons why. The resident

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If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication

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Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Submitter Number: 25

Full Name: Anthea Laugesen
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?
I have an interest in the area
Other

What is your interest in the area?
I live in the district and enjoy the Selwyn Huts, as part of our heritage

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options

Please explain the reason for your selection:

Do you have any other feedback on licence terms?
Yes

Please add your comments
they should not have to renew lease after any number of years. This area is perfect for the residents and the ones living there should not feel threatened with having to continually renew leases

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

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* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:
SelwynHuts have not flooded for many years, but many other areas in Selwyn have. The last emergency state in Selwyn region was not applicable to the Huts. Other towns suffered but will remainYou cannot get rid of all townships that flood on rare occasions

Are there any additional events that you think should be considered?
No
Please add your comments:
We are all prone to disasters anywhere in N Z. but we continue to live here. A person has a right to choose where they live and take responsibility for the risks a accordingly

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments
look after and do what is needed to help residents after what ever disaster. This is what we would do for any region or town

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

No
Please add your comments
no bond is necessary under any circumstances

Please add your comments:

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
No

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?

Other
Never

Please add your comments:
why should they be treated any differently fron other places.

Do you think the checklist covers the right things?
No
Please specify what you would change
leave the Selwyn Huts alone

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication
shouldn't be having inspections

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?
no. This is unnecessary. Leave them in peace

Submitter Number: 26

Full Name: Muriel Haines
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?

Other
Concerned for the rights of others.

What is your interest in the area?

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options
A single fixed term of 30 years (no renewal)
Please explain the reason for your selection:
You already have an agenda so in fairness to the residents, i had no choice but to choose the maximum time. I dont believe this is gaing public voice with the types of questions asked. It is engineered fir a controlled outcome.

Do you have any other feedback on licence terms?
Yes

Please add your comments
The residents should be able to live there. The council can put guidelines in place to absolve them of any legal action taken by residents fir flooding.

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

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* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:
Residents and propert owners are there at their own risk. Keep it simple council. Once again i see you have an agenda of how uou eant the public to answer you consultation.

Are there any additional events that you think should be considered?
No
Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments
Simple. Meet with the residents and property ownerss so they can guide you on a decision not the other way round.

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
Yes
Please add your comments
There should be no bond at all.

Please add your comments:
That is unjust to ask fur a bond when these properies have been here a very long time. I know they may have been built without coscents etc, but that is in the past and councils need to accept this and not expect owners to temove their homes/batches/huts.

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
Yes

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?

Other
No inspections. A waste of ratepayers money to implement this.

Please add your comments:

Do you think the checklist covers the right things?
No
Please specify what you would change
As stared above, the council should not be spening our money on this.

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication
You can avoid this costly exercise by avoiding inspections. Residents in other towns and properties are not subjected to this, so ehy them.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?
Do you planto have property inspections for all propert owners in the Selwyn District, starting eith the upper Selwyn Huts?

Submitter Number: 27

Full Name: Rachel Downie
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?
I have an interest in the area
Other

What is your interest in the area?
my step children and lots of other family live at the upper selwyn huts

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Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options

Please explain the reason for your selection:

Do you have any other feedback on licence terms?
No

Please add your comments

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive

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Are there any of the proposed events you disagree with?
Yes
Please explain your reason:
the upper selwyn huts has not flooded for years. If the river mouth was opened sooner each year by the council it would avoid flooding to the lower huts and we wouldnt have seen massive deaths of eels either. Its been a settlement for years, familys lige hapoy healthy lives there, leave it alone.

Are there any additional events that you think should be considered?
No
Please add your comments:
the mental health on familys affected.

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments
friends and family will have to support those affected, not the council, although they should be liable.

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
Yes
Please add your comments

Please add your comments:

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
No

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How often do you think building inspections should occur?
Only when there's a complaint or issue raised
Other

Please add your comments:

Do you think the checklist covers the right things?
No
Please specify what you would change
again let them be, why would you spend millons on a new sewer system if tou didnt have plan for the land. You are trying to kick them out so you can use the land for other needs, it has nothing to do with the safety of residents or climate change.

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication
work with the families, not against them.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?
no

Submitter Number: 28

Full Name: Emma Flynn
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?

Other
Family in the selwyn hutts

What is your interest in the area?

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options
A single fixed term of 30 years (no renewal)
Please explain the reason for your selection:
stability for families futures

Do you have any other feedback on licence terms?
No

Please add your comments

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Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive

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* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
No
Please explain your reason:

Are there any additional events that you think should be considered?
No
Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments

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Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
No
Please add your comments

Please add your comments:

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
No

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?
Every year
Other

Please add your comments:

Do you think the checklist covers the right things?
Yes
Please specify what you would change

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication

---

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Submitter Number: 29

Full Name: Christine Ferguson
Organisation:
Wish to speak to the submission: Yes

What is your connection or interest to Upper Selwyn Huts?
I have an interest in the area
Other

What is your interest in the area?

We live relatively locally (Motukarara) to the Selwyn Huts settlement and are affected by the same issues that they are. Importantly, the level of Lake Ellesmere is a significant factor that contributes to flooding in times of heavy rainfall within the catchments. The lake level **must** be lowered in advance of major rain events if it is too high. This is of particular importance in wet seasons such as that now, 2025.

Our rivers Halswell, LII, Selwyn (at its lower reaches) are silting up due to lack of dredging under current management practices. When we first moved here in 1995 there was a regular removal of silt, debris in the river bottom which increased capacity and improved water flow. **That drag-lining has not been done for years in the Halswell River** and may not have been in other rivers either.

We are in support of the people who have chosen the Upper Selwyn Huts as a wonderful rural place to live.

The needs of affordable housing are a critical issue these days. Their rates and rents will be becoming unaffordable due to fancy sewerage schemes & other costs forced on them. I must also mention the horrific costs they bear to FIGHT FOR THEIR SURVIVAL AS A COMMUNITY against the Selwyn District Council.

This is very unjust and unjustified. They have existed since 1888 - LET THEM BE is my plea!

There should be NO FINAL RENEWAL TERM to the Deed Of Licence

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options

Please explain the reason for your selection:

Do you have any other feedback on licence terms?
Yes

Please add your comments
NO FINAL RENEWAL TERM to the DOL. It should give stability to the holder. ie. a Lease in Perpetuity

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?

Yes
Please explain your reason:

Have you not heard of helicopters for reaching those in need in difficult access areas? There will be 4-wheel drive, high clearance vehicles that can get through.

They are a self-sufficient community - not namby-pamby city dwellers! They cope, as do many of us who live in rural areas.

The above proposed events are NOT a reason to close Upper Selwyn Huts.

Are there any additional events that you think should be considered?
Yes
Please add your comments:
VERY IMPORTANT TO MANAGE LAKES ELLESMERE (& FORSYTH) TO MINIMISE FLOOD RISK in the wider region, as well as Huts.

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments
Get pro-active to get Lake opened early.

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
Yes
Please add your comments
That is damn cruel to require a bond. NO END OF LICENCE TERM

Please add your comments:
NO BOND. NO END OF TERM.

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
Yes

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?

Other
Never - invasion of privacy

Please add your comments:
DO YOU HAVE BUILDING INSPECTIONS ON YOUR DWELLING AFTER YOU HAVE BOUGHT IT? Leave Huts community alone.

Do you think the checklist covers the right things?
No
Please specify what you would change

You must know that SEA LEVELS ARE NOT RISING - SOME LAND IS SINKING!!

Climate change is what has been going on for millennia - MAN CANNOT CHANGE WHAT NATURE DICTATES (unless man uses weather manipulation.....)

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication
NO INSPECTION as Council does NOT own the dwellings.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?
NO INSPECTIONS

Submitter Number: 30

Full Name: David Natta
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?
I am a licence holder
Other

What is your interest in the area?

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options
A single fixed term of 30 years (no renewal)
Please explain the reason for your selection:
For surety of longevity and financial jurisprudence. The new waste water scheme has a projected life span of 50 years which we are expected to contribute to. It would be financially irresponsible to contribute to a project which would have a term lower than the expected life span of the project.

Do you have any other feedback on licence terms?
Yes

Please add your comments
Council must recognise that the reserve is not under its ownership, that the reserve is the property of the crown, and as such only administers the reserve. This it must do responsibly. Demanding hut owners leave, for spurious reasons, in a finite period of time without providing relocation options is irresponsible.

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

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* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:

Who, exactly, decides when to close road access? Past events have shown that road closures have been not been necessary and to state that emergency services must be able to access the huts is fine, but does not take into account the capabilities of emergency service vehicles and personnel. Days Road does experience minor flooding on occasion, however, the road has remained completely passable and the supposed closures are now seen as knee jerk reactions to situations that do not exist. Thus, road closures should fall to a responsible and pragmatic person, not, as we have seen, a person or persons who over react to given situations.
Also note, USH occupiers are not the only users of this road. The road is also used by residents of the LSH, boat owners and other recreational users. Would this mean that should the road be closed, will council also force other residents of Days Road from thier homes, farms or places of business? To not do so would be biased and discriminatory.

Serious harm caused by a flood event: The LSH will leave thier homes if an independant body assesses that the homes are uninhabitable. Council, Ecan or DOC are not to be involved in this decision.

Are there any additional events that you think should be considered?

Yes
Please add your comments:

Earthquake: Rolleston would be hit hardest due to geology,poor planning, build qualities and infrastructure. The USH have stood for over 100 years and owners have taken responsibilty for any required repairs, so it is not expected that council would have much cause for concern in this area apart from the upkeep or repairs to the waste water system.

Fire: The Lincoln FENZ is 10 minutes from USH so there appears to be little cause for concern as long as residents are responsible.

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments

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Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
Yes
Please add your comments

Please specify what is meant by «returning the site to what it was before the hut was built »

What does that mean, exactly? Under water? The site was originally lake bed so are we to flood the area?

So when all the hute are gone, all sites are cleared and all trace of habitation is gone, will council remove all amenities and structures as well? Such as the amenitiy building, the tennis courts, the playground and remove the stop banks? Will all power poles be removed also? Will the road be removed? Or does council have another intended use for the area that the general public isunaware of and that council does not wish to disclose? Until such questions are clarified AND made public, then the bond is something that is not up for discussion.

Please add your comments:

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?
Only when there's a complaint or issue raised
Other

Please add your comments:
The huts have been here for 100years or more. They are atypical NZ do it yourself structures. Few probably comply with NZS3604 standards but the residents are happy with them. Maybe for nostalgic reasons or maybe because it is quiet and peaceful here. The last thing required here is some pompous person who thinks we should all live in soul destroying suburbs of look alike dwellings, like Rolleston, that our homes do not meet thier personal standards or a building code that cannot be applied.

Do you think the checklist covers the right things?
No
Please specify what you would change
stormwater being collected and discharged appropriately…what storm water system? This is clearly not applicable and should be removed.

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication
email would be best. Telecommunications in this area is sporadic at best.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?
just tell the homeowner directly. They may be completely unaware of the issue.

Submitter Number: 31

Full Name: Jill and Ian Hogg
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?
I am a licence holder
Other

What is your interest in the area?

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options
A single fixed term of 30 years (no renewal)
Please explain the reason for your selection:

WE WOULD LIKE THE **NO RENEWAL** to be removed from my option (unable to do this on computer and the time to post a written submission was insufficient)

The Council has not been able to supply a reason why our licence term can not be infinite

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Do you have any other feedback on licence terms?
No

Please add your comments

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

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* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:

1.To evict us from our cottage because the road is closed twice in a year for 24 hours is not an acceptable reason to be evicted

Is this ruling going to apply to all other properties in the Selwyn District or just the Upper Huts?

2. Destruction of the road cutting off vehicle access is not applicable as the road is used not only by the Upper Huts but by Lower Huts residents and people using the lake for recreational purposes and local farmers.

3. Does this apply to the whole Selwyn District Council or just the Upper Huts, if not this is just another way for the Council to try and evict us

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Are there any additional events that you think should be considered?

No
Please add your comments:
Unless all the above are to be applied to ALL residents in the Selwyn District then they should not apply to the Upper Huts only.

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments

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Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
Yes
Please add your comments

We do not think the Bond should apply in any circumstances as it is the Council's choice to evict us, with no compensation.

Please add your comments:

After 30 years of collecting the bond money how will the community know how much has been paid in and whether this results in an under or over payment.

How will this money be accounted for .... in the event of an overpayment are we going to get a refund

are we paying to demolish the tennis courts etc

what did the land look like 100 years ago

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?

Yes

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?

Other
NEVER

Please add your comments:

Once again this is something else that the Upper Huts will be subjected to that will not be applied to other property owners in the Selwyn District.

We are all ratepayers!!!

Do you think the checklist covers the right things?
No
Please specify what you would change

The only thing the Council has a right to check is the Lot condition.

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication
The same as any other property owner in the Selwyn District would receive.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Submitter Number: 32

Full Name: Helen Stevenson
Organisation:
Wish to speak to the submission: Yes

What is your connection or interest to Upper Selwyn Huts?

Other
citizen and ratepayer

What is your interest in the area?

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options

Please explain the reason for your selection:

Do you have any other feedback on licence terms?
Yes

Please add your comments
There should be NO fixed term for a DEED OF LICENCE - this land is legally classified as "local purpose reserve for hut settlement" - the community is legally there and should remain there. The SDC has NO legal right to remove it - the years of trumped up charges by the SDC have all been legally disproven .

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

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3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:
There has been NO flooding !! And 4 wheel drive vehicles exist, as do helicopters - its all just fabricated excuses to remove the community. Future planning for managed retreat in events that MODELLING says MIGHT happen in 100 years is negligent and criminal.

Are there any additional events that you think should be considered?
Yes
Please add your comments:
Yes, deal properly and responsibly with Lake Ellesmere ! Stop the BS about the evacuation of Selwyn Huts by the mayor, when there was NO flooding and No evacuation, and yet by HIS mismanagement, the residents of Dolyeston were badly flooded.

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments
Deal with the reality of the communities that have been affected by flooding - stop inventing possible disasters because the mayor and the SDC want the land for another purpose .

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
Yes
Please add your comments
It shoudn't apply, because the community has a legal right to be there and remain there - the mayor and the SDC ceo have illegal designs on that area of land.

Please add your comments:
It's totally illegal .

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
Yes

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?

Other
never

Please add your comments:
These houses dont belong to the SDC, so they have ABSOLUTELY NO LEGAL RIGHT TO ENTER THEM !

Do you think the checklist covers the right things?
No
Please specify what you would change

THIS WHOLE "FEEDBACK REQUEST" has been written and designed to hide the truth , and like the Water booklet, presents only what the SDC wants people to read , and therefore agree with - it is all SO totally lacking in honesty, integrity and accountability - it's a good thing elections are coming soon - there is a huge groundswell of dissatisfaction with the council. Change is coming - thank goodness.

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication

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Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Submitter Number: 33

Full Name: Rebecca Willis
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?

Other
I live in Selwyn District

What is your interest in the area?

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options
Fixed term of 5 years (no renewal)
Please explain the reason for your selection:
its a low-lying area. Folks can use that 5 years to move out. No reason to rpovide support for an area that will eventually be under water.

Do you have any other feedback on licence terms?
No

Please add your comments

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental

events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

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* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
No
Please explain your reason:

Are there any additional events that you think should be considered?
No
Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments
make sure everyone who hasn’t had the sense to move out, gets packing. Make it a nature preserve.

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
No
Please add your comments

Please add your comments:

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
No

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?
Every year
Other

Please add your comments:

Do you think the checklist covers the right things?
Yes
Please specify what you would change

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication
None, other than times up now and its past time to move out and move on.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?
Iss ue found should be grounds for moving out. Folks have plent of time to move on.

Submitter Number: 34

Full Name: Maria Clarkson
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?
I have an interest in the area
Other

What is your interest in the area?
I have been going out there since I was a teenager and now in my 50's. This is to both the upper and lower huts. My mother also has a place out at the upper huts and we have a place at the lower huts (sadly not for much longer)

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options

Please explain the reason for your selection:

Do you have any other feedback on licence terms?
Yes

Please add your comments
There should be no sunset clause at all. Whatever way you look at it they have no option. This is not fair or right. Therefore I will not tick any of the suggested options. You appear to be missing more options....

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

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* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:

I have been out there for a long time, and never has there or is there any more fear of flooding than other areas of town. For example a highly built up area in Lincoln, where that floods dramatically but seems to be kept on the 'down low'. Also more fear of flooding in central city, halswell, st albans, Little River, Birdlings Flat and the list goes on. Make up what you like about natural disasters - this is not the issue for why you feel they are unsafe...

I absolutely do not believe that this settlement is in any danger of the sort of flooding you are scare mongering, yes there is surface flooding like any area but nowhere near the type of flooding you predict or actually happens in other areas of your district

---

Are there any additional events that you think should be considered?
No
Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments
Not that one of these events will happen in my belief but if it did, then the council will not only be dealing with the huts but most of Selwyn. And you would like to think you will

treat the huts with the same respect you do for other parts of Selwyn and do what needs to be done, i.e. pumping, road closures, evacuations and fixing of whatever needs fixing. PS we also lived in Doyleston for many years and we were flooded severely yet the council never put a sunset clause on Doyleston for flooding reasons.

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
Yes
Please add your comments
Total blanket NO BOND for anybody is how I see it. It is disgusting that you would even contemplate making anyone pay for the removal of their property. Let alone a bond! if you are hell bent on forcing people out of their homes, then the council should pay for and remediate it. After all I am sure the councils are the ones who want the land for other purpose...

Please add your comments:
As above it would be disgusting to enforce any bond upon already traumatised residents and hut owners. I would like to see the council enforce that on any other property owner when they buy a dwelling

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Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
Yes

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?
Only when there's a complaint or issue raised
Other

Please add your comments:

Again why should the people of the huts be subjected to inspections? Does the council go around Rolleston, Lincoln, Leeston etc and conduct house inspections?
You are treating these people in a very undignified, disgraceful manner.

Do you think the checklist covers the right things?
No
Please specify what you would change

Everything. Honestly vegetation, cars, hoarding, level floors blah blah.
Yes there are definite huts there that do require attention and are obviously a risk. hence why the only when a complaint is made. Just like I imagine any normal house can be inspected if there are complaints.

Who determines the right standard? and how much power can an inspector hold if they feel they don't like someone or want to get rid of places. what you have listed nit picks things that you will find in any suburb in the city or selwyn.

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication
As much support and communication as it takes. Also a lot of clarity as to any breaches and what the exact (and realistic) standard is the Council is wanting

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?
It should be fair, transparent, and conducted by more than one person. I also believe the hut owner should be present or a representative so they can see first hand what the issues might be from councils point of view. I would also like the inspectors to be realistic with the age of these huts, just like villas or older homes anywhere else in the country just because they might not be straight or level etc that does not make them bad. the huts should be treated the same as any other dwelling of their age

Submitter Number: 35

Full Name: Vivienne valentine
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?

Other
I live in Birdlings Flat , not far away

What is your interest in the area?

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options
Rolling 10-year terms (with the ability to renew, up to a maximum of 30 years total, i.e. 10 + 10 + 10 years)
Please explain the reason for your selection:
even then it's not enough

Do you have any other feedback on licence terms?
No

Please add your comments

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental

events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

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* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:
These people mostly will have NO financial means to resettle themselves elsewhere. they only have a house to move off. Are you going to provide them some land somewhere to get reestablished. That what I think you need to do.

Are there any additional events that you think should be considered?
No
Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments
Help thr people get re established

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
Yes
Please add your comments
Why make them pay a bond. they probably can't afford it

Please add your comments:

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
No

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?
Only when there's a complaint or issue raised
Other

Please add your comments:

Do you think the checklist covers the right things?
Not sure
Please specify what you would change

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication
may be flooding issues help only

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Submitter Number: 36

Full Name: Iona Fea
Organisation:
Wish to speak to the submission: Yes

What is your connection or interest to Upper Selwyn Huts?
I have an interest in the area
Other

What is your interest in the area?
I have been following the situation at Upper Selwyn Huts closely for the past year or so because I have a family member that lives there. This person's life has been turned upside down with Selwyn District Council's mis-managed approach to the removal of the community from this land.

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options

Please explain the reason for your selection:

Do you have any other feedback on licence terms?
Yes

Please add your comments

A fourth option needs to be added: that residents seek a licence term of 30 years with the rights of renewal for further terms of 30 years subject to environmental triggers (specific triggers to be agreed).

Legal Obligations: Council’s role is administrator of a local purpose reserve for the purpose of hut settlement which includes the notion of community. They have legal obligations to protect and preserve this local purpose reserve and ensure it is used and enjoyed for hut settlement purposes. Other legal obligations also include protecting its historic values; recognising the community’s diversity; and promoting the social, economic and cultural well-being of its community, both now and into the future.

Licence Term: The Council is not bound by any finite licence term and can grant a licence for more than one term of 33 years under the ROLD Act 1924 or the Reserves Act 1977. They are also not bound by their 2019 resolution that hut licences are short term and ultimately finite.

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:

As identified by the Council’s own Jacob's report, environmental triggers and thresholds require more scientific investigation and a clear explanation and rationale for the community is needed. This has not yet been done, therefore any discussion of proposed event triggers is premature.

Mitigation options or solutions should be explored before considering events that will trigger retreat.

Specific triggers listed are inappropriate, vague and open to different interpretations. This indefinite language will allow for situations where Council has the power to terminate licences when the actual threat to the Upper Selwyn Huts community does not merit termination of licences.

Are there any additional events that you think should be considered?
Yes
Please add your comments:
Reference to environmental events leading to an early licence end should only be along the lines of a significant event causing serious damage to homes and people or a risk of a significant event that cannot be mitigated.

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments
Council should seek confirmation from an independent body, without an agenda, that the USH is permanently uninhabitable. This consultation should then trigger a discussion on licence end dates and whether a fixed term would be more appropriate.

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
Yes
Please add your comments

I do not think there is any situation where a bond should be required of USH residents. A bond has not been required for 130 years, and where in New Zealand do residents need to pay a bond to Council to remediate their land while they continue to choose to live there?

Adding unforeseen and additional cost to residents at this time when their costs are already increasing is unthinkable. The idea of paying a bond for remediation at the very end of licence term should have been a term introduced at the very initial stages of the community being built. Not after it has progressed into a permanent community.

Please add your comments:

Introducing the idea of the community paying a bond at this stage is an egregious act. Council have already placed an enormous burden on USH residents, and have put them under immense pressure and stress by introducing the threat of losing their homes and their life investments within a few years.

If the idea of residents paying for remediation responsibilities were to progress, the development of that idea requires sensitive consultation with the community and should also be guided by laws and policies regarding human rights.

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
Yes

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?

Other
None of these options

Please add your comments:

Upper Selwyn Hut residents should like to be treated like everyone else in the Selwyn District, with no threat of Council invading private homes of home owners.USH residents own their huts and homes and Council should only be able to inspect the condition of the land.

Do you think the checklist covers the right things?
No
Please specify what you would change

The Council should only require external inspection to determine condition and to ascertain risk to the community and settlement. Therefore the "Building Condition - External' checklist could apply, but only for initial baseline checks.

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication

Support and advice would be helpful from the Council if there are any issues needing attention and a realistic timeframe for repairs is essential.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

If the need for an initial baseline check were agreed upon, then this should only happen once. Homeowners should also have the right to have a support person with them on the day of the inspection.

This should NOT be a reason to terminate a licence. The Council should be making every effort to keep people in their homes given the current housing shortage and lack of social housing. This is one of the Council’s own Guiding Principles: "Ensuring that no one is made homeless".

Submitter Number: 37

Full Name: Ben Carlisle-Reeve
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?
I have an interest in the area
Other

What is your interest in the area?
I have been going out there since I was very young and also lived out there as a teenager, have a lot of friends and family who currently still live out there.

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options

Please explain the reason for your selection:

Do you have any other feedback on licence terms?
No

Please add your comments

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental

events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:
I have been out there for years and do not believe there is any danger for massive flooding as you have been stating.

Are there any additional events that you think should be considered?
No
Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments
Treat the huts with the same respect that you give to other regions in the Selwyn district

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
Yes
Please add your comments
Definitely no bond, they shouldn't pay for the removal of their own properties.

Please add your comments:

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
No

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?

Other

Please add your comments:
Do other property owners in Selwyn get building inspections

Do you think the checklist covers the right things?

Please specify what you would change

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Submitter Number: 38

Full Name: AARON MCGLINCHY
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?

Other
A Selwyn resident YOU invited to comment

What is your interest in the area?

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options

Please explain the reason for your selection:

Do you have any other feedback on licence terms?
Yes

Please add your comments
None of the options you have presented as choices seem optimal - all have a finite end. You predicate the need for people to leave USH based on climate change and flood risk, but reports on this topic suggest inundation is not likely for many years, beyond the 30 year maximum limit you have proposed. Discussions have referred to trigger points, yet no mention of that in any options. Personally I think 30 years, at which point there is assessment of any environmental triggers, and if no immediate reason to 'retreat', then continued renewal for the life of the current license holder. Upon the death of the license holder then perhaps the license is given up.

HOWEVER, it should be the people of USH with whom you are consulting, not me or others in Selwyn, who are not directly affected. You should be seeking a win win resolution, and stop sinking multitudes of $ into lawyers and consultants. According to reports there is no pressing danger of flooding... so find a solution that works.

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

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* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:
These statements are relatively simplistic. When the result is taking someone's home away, then the 'events' need more clarity, context, and the ability to not act on the event given the specific situation. E.g. #1 is a very very low bar to remove people from their homes. This needs much more detail around it - how long was access cut, did the loss of access pose any real danger, why was access lost - where there factors within human control that contributed, and that could be mitigated etc etc? Many areas have experienced flooding that prevented access to their homes in recent years, should people be fear that should another flood occur in their area in the following year that SDC would be lining up to move them on?

Are there any additional events that you think should be considered?
No
Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments
To use common sense, look at the evidence, and do not take decisions lightly.

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?

Other
Do an annual drive through to observe general conditions, act on any issues, or complaints.

Please add your comments:

Do you think the checklist covers the right things?
Not sure
Please specify what you would change
The list seems relatively intrusive - does SDC do this level of inspection on any other homes in Selwyn? Is this simply a backdoor means to evict people, or is there genuine concern for people's welfare?

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Submitter Number: 39

Full Name: Elsie Wood
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?
I have an interest in the area
Other

What is your interest in the area?
ataying with relatives

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options
Rolling 10-year terms (with the ability to renew, up to a maximum of 30 years total, i.e. 10 + 10 + 10 years)
Please explain the reason for your selection:

This area is legally classified as a
Local Purpose Reserve ,for Hut Settlement.
That means it was set aside specifically for people to live there, not visit, not camp, live.

Every single option ends in eviction. That is a biased loaded thinly disguised manipulative corrupt poll option

No option for renewal.
No option that honours the legal status of the land.
No option that respects the people who live there.

The thinly disguised corrupt manipulation of demanding people pay a corrupt council a "bond" is illegal. Further, targetted inspections is also an illegal demand. In law, the principle of "Contra proferentum" is applicable to this situation.

– These options available are biased in the extreme and limited. They do NOT reflect the actual legal status of the land.
– The land is legally classified for hut settlement, which hasn’t been acknowledged.
– There are no renewal options, only expiry.
– The proposed bond is evidence of a manipulative step toward removing residents, not supporting them.
– Environmental conditions are vague and could be misused.
– This so-called consultation, in no way reflects a true community consultation. Instead it is a managed manipulation of people's opinions that is coercive in the extreme, with a thinly disguised intention to force people out of their homes.

This so-called proposal is NOT a consultation.

Do you have any other feedback on licence terms?
No

Please add your comments

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Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

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3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
No
Please explain your reason:

Are there any additional events that you think should be considered?
No
Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments

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Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
Yes
Please add your comments
why is a bind a consideration other than a coerced approach to demand money from people. This is not a legal demand

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Please add your comments:

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
No

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a

copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?

Other
NEVER!

Please add your comments:

Do you think the checklist covers the right things?
No
Please specify what you would change

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication

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Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?
No inspections on the private buildings should be made

Submitter Number: 40

Full Name: Jade Gibbs
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?
I am not a licence holder but I live at Upper Selwyn Huts
Other

What is your interest in the area?

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options
A single fixed term of 30 years (no renewal)
Please explain the reason for your selection:
we know this is all a scam. Sam Broughton could use some of that 790 million that's un accounted for to to cover what ever cost. Or the 11 million that's been offered to the Maori marae that no one agreed to but was still written into the plan. There is alot selwyn council need to answer to. The whole of the country is about to find out what kind of scams these people have been running!!

Do you have any other feedback on licence terms?
Yes

Please add your comments

being a single dad in and economy that doesn't allow single dads having an old school trusting community that supports and helps people like myself. Is needed. Community's like this are needed jn canterbury. They were here long before any member of council was.

We wont leave without a fight and that fight will expose the corrupting ways and tactics council have used to try and hide there own wrong doings.

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period*
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* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:

upgrade the roads and drainage to prevent flooding hapning. It is easily done.

You could use some of the missing money and still have change to upgrade the local marae.

Are there any additional events that you think should be considered?
No
Please add your comments:
the current documents state there is no need for managed retreat for over the next 50 years.

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments
getting in early to prevent such a thing from happning. You could be upgrading the river banks right now. Adding gutter systems for water run off. Putting more restrictions on the farms that flood the road ways.

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
Yes
Please add your comments
councilnshould cover cost as they are making the decision.

Please add your comments:
it is robbery. If the council want people to.move the council should be responsible for covering costs.

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
Yes

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?
Only when there's a complaint or issue raised
Other

Please add your comments:
most huts won't make it to code.

Do you think the checklist covers the right things?
No
Please specify what you would change

if you are going to do a building inspection at least do a full one not half arsed.

Does the propety meet healthy homes requirements for a start.

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication
letter the property owner to fix.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Submitter Number: 41

Full Name: Neil Mugford
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?

Other
Concerned local

What is your interest in the area?

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options

Please explain the reason for your selection:

Do you have any other feedback on licence terms?
Yes

Please add your comments
As the sewage issue has been sorted and climate change concerns addressed I can see no reason to have any finite term imposed and I am concerned that the SDC are creating unnecessary stress and concern for all those involved for no obvious reason other than to prove they have control.A complete lack of compassion and common sense seems to be being shown by SDC representatives to all those involved.

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period*
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3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:
Historical the huts have survived, why should anything change

Are there any additional events that you think should be considered?
No
Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments
Deal with it as you would any other area

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
Yes
Please add your comments
If you leave things as they are it is not necessary

Please add your comments:

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
No

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?

Other
As before, not necessary

Please add your comments:

Do you think the checklist covers the right things?
Not sure
Please specify what you would change

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?
I am concerned that the SDC are creating unnecessary stress and concern for all those involved

Submitter Number: 42

Full Name: Anita Wright
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?

Other
Selwyn ratepayer

What is your interest in the area?

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options
A single fixed term of 30 years (no renewal)
Please explain the reason for your selection:
Because this was the best option of the 3 you've presented to give these people their lives and futures back. The huts have been there a long time and they are an amazing community and there to support each other. It should be up to them, just like it is any other person, whether they choose to remain there or not.

Do you have any other feedback on licence terms?
Yes

Please add your comments
There should not be a finite time where it ends in 30 years with no renewal. A lot can change and happen in 30 years (including the elected council and staff!)

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period*
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3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:

If any of these events happen anywhere else Council would rebuild the road (there are plenty of roads that go up into valleys for resident access and don't continue anywhere else that Council would be responsible for).

Residents of Upper Selwyn Huts will be aware of such risks so it is up to them with their decision to live there.

Are there any additional events that you think should be considered?
No
Please add your comments:
No events should be included at all.

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments
I would want SDC to treat the residents and property in Upper Selwynt Huts just like they would any other community in the Selwyn District. SDC should not discriminate. Upper Selwyn Huts residents are ratepayers too.

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

Please add your comments

Please add your comments:
A bond should not be included in any licence terms. The huts have been there a long time and the land is classified for Hut Settlement. There is a lot of history there! They should not be paying a bond that is basically funding their eviction.

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
Yes

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?

Other
Not at all

Please add your comments:

Where else are building inspections required like this (this is not an assessment for rental accommodation as your draft form states)?

This sounds like it could be used to evict residents early if something isn't considered to meet inspection requirements - how would the council work with residents on meeting requirements? What options do residents have if they disagree with the inspector's opinion? Who will be paying for these inspections?

Do you think the checklist covers the right things?

Please specify what you would change

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication
If inspections go ahead the Council needs to be supportive and work with residents and not refuse help or use it as an excuse to evict them.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Submitter Number: 43

Full Name: James Glynn
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?

Other
My family has a bach at the USH

What is your interest in the area?

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options

Please explain the reason for your selection:

Do you have any other feedback on licence terms?
Yes

Please add your comments

The council has not provided any reason that justifies a non renewable licence!

Residents seek a licence term of 30 years with the rights of renewal for further terms of 30 years subject to environmental triggers (specific triggers to be agreed)

The council has a legal obligation as administrator of local purpose, see the Reserves Act for details!

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

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* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:

I disagree with 1 and 2 because there is no research to support these options. Therefore they are inappropriate to include here.

Number 3 would need to be confirmed by a independent body.

Are there any additional events that you think should be considered?
No
Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments
Consider all the people who have homes there. Put yourself in there shoes.

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
Yes
Please add your comments
Our family hasn't payed a bond for 103 years. Why would we need to start paying one now?

Please add your comments:

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
No

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?

Other

Please add your comments:

How often do you inspect the other homes in the Selwyn district? The is not a reason to terminate a licence.

Do you think the checklist covers the right things?

No
Please specify what you would change
Remove the external condition section, we own our homes and the council has no right to inspect them.

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Submitter Number: 44

Full Name: Sam David Glynn
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?

Other
Family bach is at the Selwyn Huts.

What is your interest in the area?

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options

Please explain the reason for your selection:

Do you have any other feedback on licence terms?
Yes

Please add your comments
The fact that there is no renewable option for license term is quite frankly disgusting. Residents seek a license term of 30 years with the rights of renewal for further terms of 30 years subject to environmental triggers (specific triggers to be agreed). The fact the Selwyn council is forgetting their legal obligation to protect and preserve this local purpose reverse and ensure it is used and enjoyed for hut settlement is just astonishing. Your legal justification for this is required.

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:
The Selwyn huts has never flooded in 130 years, you would know if you did your research. These triggers are not based on evidence and should not be included as confirmed by the report you paid for.

Are there any additional events that you think should be considered?
No
Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments
If the road was damaged would you cut off access to rowers, fisherman, walkers, lower hut residents? Perhaps you should consider them too.

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

Yes
Please add your comments
Never had any bond in 130 years not sure why you think its a good idea to propose one now with all the increased costs its hard to fathom why you would introduce this now.

Please add your comments:
The bond is unnecessary.

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
Yes

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?

Other
Never.

Please add your comments:
The council have no legal right to enter peoples homes and inspect their privately owned houses. Do residents in Leeston Get regular building inspections every few years? This should never be a reason to terminate licenses.

Do you think the checklist covers the right things?
No
Please specify what you would change
Remove building condition external, don't judge a book by its cover. Where is legal justification for these inspections?

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication
Support would be appreciated not in the form of a termination of license though.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?
Reasonable timeframes should be allowed and carried out with the upmost respect.

Submitter Number: 46

Full Name: David Tranter
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?

Other
Former resident of Upper Selwyn Huts

What is your interest in the area?

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options
A single fixed term of 30 years (no renewal)
Please explain the reason for your selection:
Licence holders need the longest possible security of tenure

Do you have any other feedback on licence terms?
No

Please add your comments

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive

to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:
All three proposed events are too restrictive as regards re-opening access after the event. Whatever events occur should be considered according to what actually occurs

Are there any additional events that you think should be considered?
No
Please add your comments:
When/if an event occurs it should be considered according to what actually occurs.

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments
The general safety of the huts community.

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
Yes
Please add your comments

Not realistic to propose a bond without such detail as the amount and what would happen when a bhut owner decides to sell.

Please add your comments:

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
Yes

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?

Other

Please add your comments:
inspections should be carried out on the same basis as for other houses in the district

Do you think the checklist covers the right things?
Not sure
Please specify what you would change

Legally confirmed recognition of a person's right to the roof over their heads.

In view of Ngai Tahu zeeking to evict residents from the other Zelwyn Huts zettlement

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication
The same support and communication that all residents of the district are afforded.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?
As above; on the same basis as for all homes in the district.

Submitter Number: 47

Full Name: Terry Anderson
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?
I have an interest in the area
Other

What is your interest in the area?
I'm interested in the rights of people who call this area their home.

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options

Please explain the reason for your selection:

Do you have any other feedback on licence terms?
Yes

Please add your comments
Those options are unacceptable. These residents and the homes they live in should not be subject to any licence. The precedence of "prior occupation" of land set aside for Hut Settlement should guarantee them use of the land for residential purposes.

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

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3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
No
Please explain your reason:
These are people's homes. They deserve the right to recover from any natural disaster, as any resident in Selwyn should be allowed. Earthquakes and local flooding can affect any home in Selwyn. The Upper Selwyn Huts residents have lived there for 130 years and have shown great resilience. Show them the respect they deserve.

Are there any additional events that you think should be considered?
No
Please add your comments:
As we saw with the rainfall in April/May, the huts people didn't need Council. The council alarmism was disgraceful and was cheap propaganda that proved totally unfounded.

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

Yes
Please add your comments
There should be no licence and therefore no bond. The occupants should merely pay a rate that reflects their use of Council services. These people did not arrive yesterday, yet they are being treated like delinquent campers.

Please add your comments:

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
No

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?

Other
Never. Leave them alone, as I would be expected to be left alone. if there is a building issue they can contact the relevant department.

Please add your comments:

Do you think the checklist covers the right things?
No
Please specify what you would change
There should be no invasive checking of the properties. if they want to sell, then a buyer can deo their own inspection report.

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication
I expect the council to stay out of these presidents' homes. They do not live in mansions, but they are adequate.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?
Treating these people as a sub-species is an absolute disgrace.

Submitter Number: 48

Full Name: Dora Stokes
Organisation:
Wish to speak to the submission: No

Submission form

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Please include your first and last name on the additional paper.

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All submissions will be considered by Council before making a decision.

Submitter details

Please note: all fields marked with an asterisk (*) are compulsory. These details will be used for the purpose of contacting you about this consultation.

First name* Brian

Last name* Stokes

Address* [redacted]

[redacted]

[redacted]

Contact number*

Email address*

Are you submitting on behalf of an organisation?*

☐ Yes ☑ No

If yes, please state the name of the organisation*

Do you wish to attend a hearing to present your submission in person?*

☐ Yes ☑ No

If yes, someone will be in contact with you to arrange the date and time.

What is your connection or interest to Upper Selwyn Huts?

☐ I am a licence holder

☐ I am not a licence holder but live at Upper Selwyn Huts

☑ I have an interest in this area. *Please explain:* My family have created

☐ Other:

6

Questions

1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

- ☐ Fixed term of 5 years
  No renewal.
- ☐ A single fixed term of 30 years
  No renewal.
- ☐ Rolling 10-year terms
  with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

Continue with licence to occupy as has happened historically.

Do you have any other feedback?

☑ Yes ☐ No

Please add your comments:

This is a council led grab under the guise of climate change.

2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

1. **Flooding affecting access:**
   Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.
2. **Destruction of road cutting off vehicle access:**
   A natural event that causes sufficient damage that vehicle access to the settlement is cut off.
3. **Serious harm caused by a flood event:**
   Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

☐ Yes ☐ No

Please explain your reason:

Fix the road. Sheffield township has flooded more in the last few years.

Are there any additional events that you think should be considered?

☐ Yes ☐ No

Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

Protecting peoples rights to a home.
Where else can these people afford to live?

3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☐ Yes ☑ No

Please add your comments:

To ask residents to pay for their own removal is cruel.

Do you have any other feedback or suggestions on the inclusion of a bond?

☑ Yes ☐ No

Please add your comments:

all the huts to continue as they have historically.

4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years

☐ Every 3-5 years

☐ Only when there's a complaint or issue raised

☑ Other

Please add your comments:

Never this is wrong.

Do you think the checklist covers the right things?

☐ Yes ☑ No ☐ Not sure

Please specify what you would change:

There is no box to continue a council to be responsible for effect repairs to

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

There should be inspections this is an invasion of privacy & trumped up excuses to push people out.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

Slide to you core business and hop people out of here.

they should have managed years ago

6

Submitter Number: 49

Full Name: Jeff Bland
Organisation:
Wish to speak to the submission: No

Submission form

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All submissions will be considered by Council before making a decision.

Submitter details

Please note: all fields marked with an asterisk (*) are compulsory. These details will be used for the purpose of contacting you about this consultation.

First name* JEFF BLAND

Last name* BLAND

[redacted]

Are you submitting on behalf of an organisation?*

☐ Yes ☑ No

If yes, please state the name of the organisation*

Do you wish to attend a hearing to present your submission in person?*

☐ Yes ☑ No

If yes, someone will be in contact with you to arrange the date and time.

What is your connection or interest to Upper Selwyn Huts?

☐ I am a licence holder

☐ I am not a licence holder but live at Upper Selwyn Huts

☐ I have an interest in this area. *Please explain:* EX-DISTRICT COUNCILLOR

☑ Other:

6

Questions

1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

- ☐ Fixed term of 5 years
  No renewal.
- ☑ A single fixed term of 30 years
  No renewal.
- ☐ Rolling 10-year terms
  with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

THE SCIENCE BEHIND SEA LEVEL RISE IS NOT PRECISE. IF THE WATER LEVELS DO RISE. NATURE WILL TAKE OVER AND THE RESIDENTS THEMSELVES WILL MAKE THE DECISION TO LEAVE.

Do you have any other feedback?

☑ Yes ☐ No

Please add your comments:

IF SEA LEVEL RISE IS COUNCILS TRUE MOTIVATION TO REMOVE THESE DWELLINGS - LEAVE IT TO "MOTHER NATURE" SHE WILL DO A BETTER JOB. OF MOVING THE HUTS THAN COUNCIL.
MOST PEOPLE MAKE COMMON SENSE DECISIONS WHEN FACED WITH UNSARMOUNTABLE ODDS.
NO DIFFERENT TO THOSE RESIDENTS ON SOUTH SHORE, NEW BRIGHTON, SUMNER VILLAGE ETC.

2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

1. **Flooding affecting access:**
   Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.
2. **Destruction of road cutting off vehicle access:**
   A natural event that causes sufficient damage that vehicle access to the settlement is cut off.
3. **Serious harm caused by a flood event:**
   Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

☑ Yes ☐ No

Please explain your reason:

MOST SEASIDE SETTLEMENTS IN N.Z. FACE THE SAME ISSUE.
DEAL WITH ANY OF THE ABOVE ON AN "ACTUAL CASE" BASIS.

Are there any additional events that you think should be considered?

☐ Yes ☐ No

Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☐ Yes ☑ No

Please add your comments:

A BOND OF SOME FORM SHOULD BE CONSIDERED TO BRING THE EXISTING DWELLINGS UP TO A REASONABLE SAFE STANDARD

Do you have any other feedback or suggestions on the inclusion of a bond?

☑ Yes ☐ No

Please add your comments:

IF ON THE EXPIRY OF 30YRS SEALEVEL RISES HAVE ABATED OR REMAINED CONSTANT. IE. NO CHANGE WHAT APPROACH WILL THE THEN COUNCIL TAKE PROVIDING OF COURSE COUNCILS EVEN EXIST IN TODAYS FORMAT.

6 TRYING TO LOOK 30YRS AHEAD IS FRAUGHT WITH DANGER

4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☑ Every 2 years

☐ Every 3-5 years

☐ Only when there's a complaint or issue raised

☐ Other

Please add your comments:

THE DWELLINGS NEED TO BE BROUGHT UP TO AN ACCEPTABLE HEALTHY AND SAFE STANDARD WITHIN 2YRS.

Do you think the checklist covers the right things?

☐ Yes ☐ No ☑ Not sure

Please specify what you would change:

I PRESUME COUNCIL BUILDING INSPECTORS WILL PROVIDE A MINIMUM STANDARD AT SOME STAGE

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

THE ABOVE MINIMUM STANDARD SHOULD BE AGREED ON BY ALL PARTIES AND COMPLIED WITH.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

CHECK BOND REQUIREMENTS REMEMBER A BOND SET ON TODAYS MARKET WON'T BE OF MUCH RELEVANCE IN 30YRS

Submitter Number: 50

Full Name: Ary Maat
Organisation:
Wish to speak to the submission: Yes

Submission form

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Please include your first and last name on the additional paper.

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Submitter details

Please note: all fields marked with an asterisk (*) are compulsory. These details will be used for the purpose of contacting you about this consultation.

First name*

Last name*

[redacted]

Are you submitting on behalf of an organisation?*

☐ Yes ☐ No

If yes, please state the name of the organisation*

Do you wish to attend a hearing to present your submission in person?*

☐ Yes ☐ No

If yes, someone will be in contact with you to arrange the date and time.

What is your connection or interest to Upper Selwyn Huts?

☐ I am a licence holder

☐ I am not a licence holder but live at Upper Selwyn Huts

☐ I have an interest in this area. *Please explain:*

☐ Other:

Questions

1. Licence term options

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- ☐ Fixed term of 5 years
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- ☐ Rolling 10-year terms
  with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

Do you have any other feedback?

☐ Yes ☐ No

Please add your comments:

2. Environmental events for early licence end

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3. **Serious harm caused by a flood event:**
   Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

☐ Yes ☐ No

Please explain your reason:

Are there any additional events that you think should be considered?

☐ Yes ☐ No

Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

GIVE ME ANOTHER HOUSE

3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☑ Yes ☐ No

Please add your comments:

ITS MY HOUSE

Do you have any other feedback or suggestions on the inclusion of a bond?

☐ Yes ☐ No

Please add your comments:

4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years

☐ Every 3-5 years

☐ Only when there's a complaint or issue raised

☐ Other

Please add your comments:

Do you think the checklist covers the right things?

☐ Yes ☑ No ☐ Not sure

Please specify what you would change:

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

21/7 Post

Submission form

Selwyn District Council is conducting a public consultation to seek feedback on four terms that are proposed to be included in a new Deed of Licence for Upper Selwyn Huts.

Feedback from this consultation will help determine what a new Deed of Licence will look like for licence holders, and give certainty and clarity to the future of the Upper Selwyn Huts settlement.

Please read the consultation document and information available online at **selwyn.govt.nz/USH** before completing your submission.

You can make a submission using this form and dropping of off at a Council Library or Service Centre by 5pm, 21 July 2025. Or you can complete the online submission form at **selwyn.govt.nz/USH**.

Privacy statement

Submissions are part of the public consultation process and are a public record. Anonymous submissions will not be accepted. Submissions including names are published on our website and in official documents so please do not include any personal information in the content of your submission you would prefer to be kept private.

While contact details (address, phone number and email address) are provided to elected members along with your feedback to be considered when making their decisions, contact details will not be made publicly available on the Council's website or official documentation.

If someone requests a copy of submissions through the Local Government Official Information and Meetings Act 1987, name and contact details must be supplied. If you have good reason as to why your personal details and/or feedback should be kept confidential please contact **huts@selwyn.govt.nz** outlining your reasons.

If you need extra space for your submission, or have supporting documentation, you can use additional paper and attach it to this form. If you are using the online submission form you can upload an attachment with your submission.

Please include your first and last name on the additional paper.

Anyone can make a submission. Submissions will only be used for the purpose of this consultation process.

All submissions will be considered by Council before making a decision.

Submitter details

Please note: all fields marked with an asterisk (*) are compulsory. These details will be used for the purpose of contacting you about this consultation.

First name* ARLY

Last name* MARTT

Address* [redacted]

Town*

Postcode*

Contact numb

Email address*

Are you submit

☐ Yes ☑ No

If yes, please state the name of the organisation*

ARLY IS NON-VERBAL SO SUZANNE ALLEN WILL READ HIS SUBMISSION

Do you wish to attend a hearing to present your submission in person?*

☑ Yes ☐ No

If yes, someone will be in contact with you to arrange the date and time.

What is your connection or interest to Upper Selwyn Huts?

☑ I am a licence holder

☐ I am not a licence holder but live at Upper Selwyn Huts

☐ I have an interest in this area. *Please explain:*

☐ Other: MY HOME

Questions

1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

- [x] Fixed term of 5 years
  No renewal.
- [x] A single fixed term of 30 years
  No renewal.
- [x] Rolling 10-year terms
  with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

I WANT 10 YEARS WITH A RIGHT OF RENEWAL FOR 10 YEARS

Do you have any other feedback?

- [ ] Yes
- [x] No

Please add your comments:

2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

1. **Flooding affecting access:**
   Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.
2. **Destruction of road cutting off vehicle access:**
   A natural event that causes sufficient damage that vehicle access to the settlement is cut off.
3. **Serious harm caused by a flood event:**
   Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

- [x] Yes
- [ ] No

Please explain your reason:

ALL OF THE ABOVE WE DNT IN NZ HAVE TO MOVE BECAUSE ROAD CLOSURE CLOSURE

Are there any additional events that you think should be considered?

- [ ] Yes
- [x] No

Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

FIX THE ROAD AND ~~CAP~~ THE BANK

3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☑ Yes ☐ No

Please add your comments:

NO ONE ELSE IS FORCED TO PAY A BOND PER

Do you have any other feedback or suggestions on the inclusion of a bond?

☐ Yes ☑ No

Please add your comments:

4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years

☐ Every 3-5 years

☐ Only when there's a complaint or issue raised

☑ Other

Please add your comments:

THERE DON'T NEED TO BE WORKING INSPECTIONS WHILE BUILD

Do you think the checklist covers the right things?

☐ Yes ☑ No ☐ Not sure

Please specify what you would change:

TERM RISKS OF ENDORSING DUE TO BE STOP BACK

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

6

Submitter Number: 51

Full Name: Lisa Goodland
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?

Other
stakeholder

What is your interest in the area?

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options

Please explain the reason for your selection:

Do you have any other feedback on licence terms?
Yes

Please add your comments
To be fair, a 30 year term with right of renewal would assist the current homeowners to secure their future residences. My (elderly) mother has a home at the Upper Selwyn Huts; and worries constantly about how she will fund her future years. She is very upset she is potentially leaving her children with debt they have not had a choice in; and also that we may have to fund her retirement living, due to the fact she cannot sell her home. The stress of this uncertainty caused my mum to have heart issues - which lead to emergency hospital care; and ongoing treatment. I would ask, that you , as Councillors elected by the people of the region, personally take this opportunity to do the right thing for a small community in your care. I know that I would love to leave the

world having made a positive and compassionate change through the power I have held - such as the power you currently yield. This is your opportunity to be honourable and just and to make things right for those who have a small voice. I ask that you look to your consciences in making your decision affecting the lives of others, per your Council Guiding Principles "Ensuring that no one is made homeless" .

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:
In the 24 years my mother has lived at the Upper Selwyn Huts (and in the 10 years prior at Lower Selwyn Huts); there has never been flooding to the Upper Selwyn Huts settlement. The settlement has never flooded, nor has the Selwyn River breached its bank to the USH. Should flooding occur outside the settlement; cutting off access to the settlement - there is a team of Civil Defence workers based at USH able to assist if needed. This has occured in the past, where the Selwyn River breached closer to Lincoln township; and residents at USH voluntarily evacuated even though there was no flooding in the settlement.

Are there any additional events that you think should be considered?
No
Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments
We would expect the USH residents to have access to the same warning systems and assistance provided to any other Selwyn District ratepayer if needed (eg, earthquakes)

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
Yes
Please add your comments
There are too many loopholes in this proposal. What if the bond paid is more than the remediation? - the residents will have experienced loss of money and gains from that money they had needed at that time?. Can a condition report be provided as to the what the land was like prior to settlement? A bond has not been required for 130 years - why now?

Please add your comments:
A bond has not been required for 130 years? Why now? Are any other public or private buildings on lease hold land in NZ required to pay such a bond?

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
Yes

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?
Only when there's a complaint or issue raised
Other

Please add your comments:
Homes are owned by the residents as their private dwellings. This is no different to any other Selwyn District ratepayer. The Selwyn District Council does not inspect

ratepayers dwellings in other parts of the district. Any inspection should only be of the exterior part of the lot. On what basis does the Council have the right to inspect inside someone's private home? Agreed, there are times where inspections may be required, where dwellings could be at risk to neighbours' negligence of maintenance - but this is like any other Council intervention in any other district in NZ.

Do you think the checklist covers the right things?
No
Please specify what you would change

Other properties in other jurisdictions and within Selwyn District do not have to be subject to such inspections

NOTE: Appendix A - Building Condition Inspection Checklist was not attached to any of the submission forms handed out by Selwyn Library

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication
An understanding that individual circumstances may have contributed to neglect - possibly due to sickness, or absence. Also that uncertainty about the future of the homes may have lead to inaction. So care and assistance may be required (through financing, provision of services or leniency in compliance timeframes)

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?
Inspections should be carried out by request

Submitter Number: 52

Full Name: Keith Morrison
Organisation:
Wish to speak to the submission: Yes

What is your connection or interest to Upper Selwyn Huts?
I am a licence holder
Other

What is your interest in the area?

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options
Rolling 10-year terms (with the ability to renew, up to a maximum of 30 years total, i.e. 10 + 10 + 10 years)
Please explain the reason for your selection:
No matter how well a new licence is constructed to address current issues, there will be necessary adjustments. This would be possible with a roll-over process. I would actually prefer to retain the current 5-year roll-over, up to 30 years in total.

Do you have any other feedback on licence terms?
Yes

Please add your comments
There are three issues with the current 2015 licence that have had deleterious unintended consequences. Firstly, the allowing of renting, secondly the allowing of a licence-holder to obtain multiple licences, and thirdly the change to allow occupying the reserve for 12 months of the year. I suggest that both renting and obtaining multiple licences be stopped. I also suggest that transfer of titles outside of the family only be allowed until 2036, and even then, if they are, that the transferred licence reverts back

to include the traditional 9-month rule. Transfers by current licence-holders to immediate family members will have retain 12 months occupancy. This will help focus licence-holders on the sunset clause while not disadvantaging current licence-holders and their families and current vulnerable licenec-holders who stay for 12 months of the year.

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
No
Please explain your reason:
Some preparation for very possible effects of a major earthquake also needs to be made. This could involve structural damage to the stopbank and subsidence of the settlement.

Are there any additional events that you think should be considered?
Yes
Please add your comments:
As mentioned above, if such events arise, they should also trigger and end to the licence.

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments
As mentioned above, to cease the licence.

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
No
Please add your comments

Please add your comments:
A bond will also help facilitate the orderly managed retreat of the settlement in face of climate change. This is because it works in well with regular hut inspections. It would enable licence-holders to regularly weigh up if the costs of necessary repairs and renovations are worth it, or whether it is time to cancel their licence, whereupon a bond will make it possible to demolish the hut if the hut cannot be relocated.

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
Yes

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?
Every year
Other

Please add your comments:
Yearly hut inspections were traditionally carried out. They provided regular feedback to ensure only ever minor repairs and renovations had to be dealt with.

Do you think the checklist covers the right things?
Yes
Please specify what you would change

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication
Constructive suggestions about how to address the issues.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?
Ideally the inspection should be carried out with the hutowner present, so that both can learn from the process, to help clarify issues right at the beginning if necessary.

Submission by Keith Morrison – licence-holder of [redacted] since year 2000.

Background:

This submission is being made on behalf of my family. We are grateful for our licence to occupy the Springston South domain, which we have held since 2000. It has worked out very well for us as it has enabled our three children to go to good schools in the district, and now to carry out tertiary study and to work. That we could only stay in our hut for 9 months of the year until 2015 was not a problem for us as we have a family home in Samoa, where we stayed each year over the summer school break. That we were able to purchase our hut without a mortgage and to live without rent has given us great flexibility to live our culture in relation to supporting our ‘aiga (extended family) and to fulfill our Samoan village obligations. Also, we love the natural environment of the reserve – reminds us of home. The peace and quiet also assists me greatly in my academic writing work, which I continue to carry out from home as an adjunct research associate professor. My wife works as a team leader at the SPM meat works at Burnham.

We have always been fully aware of the temporary nature of our licence to occupy a reserve. We obtained legal advice before we purchased our hut. It was and remains obvious to us that the reason the hut prices were so low is because of the temporary nature of the licence. We consciously chose to gratefully make the most of the privilege while it remained granted to us.

Things started to change at the Huts in 2015 when the licence renewal at the time allowed licence-holders to stay for 12 months of the year, for renting to occur, and apparently for a licence-holder to obtain further licences and thus to establish rental businesses on the reserve. It is unclear to us however if the obtaining of multiple licences was legally allowed in the new licence? It was forbidden in licences prior to 2015, and we understand that it was never the intention of the council to allow it. The changes that emerged since the licence renewal of 2015 have brought increasing conflict within the community as it transformed it into de facto council managed but privately owned social housing, resulting in what even the police have explicitly stated to us, is a dysfunctional community and becoming the “wild west”. It is our understanding that the changes made in the 2015 licence were only ever meant to be temporary, namely for the 5-year 2015 licence, as a temporary compassionate response to the earthquakes. It is clear that there have been unintended consequences of the 2015 licence, aggravated by licence-holders - possibly illegally - obtaining multiple licences for business purposes.

With a potential licence renewal coming up, after six years of extending the problematic 2015 five-year licence, there is the opportunity for the council to carry out a reset, to recreate a new solid foundation for a functional community, closer to what successfully existed successfully prior to 2015. Also necessary for a potential new licence are: (i) a realistic and responsible incorporation of scientific information about potential increasing natural hazards (including by climate change); (ii) incorporation of licence-holder responsibilities to resource an upgrade of the wastewater infrastructure (both disposal/removal of effluent, and sewage pipes within the settlement), and (iii) better alignment of licence-holder obligations to maintain the “special purpose hut settlement reserve” wildlife conservation and recreational values, which are also the values of adjacent and nearby reserves.

Introduction:

There is a need for a reset of the licence to occupy the "Special Purpose Hut Settlement" reserve on Sprinston South domain. But merely changing the licence will not be adequate. There is the need for full system change at Upper Selwyn Huts if the current dysfunctional community can become transformed to once again become functional and to adapt to the increasing environmental hazards needing to be addressed. The system change must be carried out ethically; both with respect and concern for current licence-holders, and with responsibility in relation to wider societal concerns and increasing environmental hazards. To aim to do so is best practice in current planning for community climate change adaptation, as it proactively seeks social-ecological regeneration (Morrison et al. 2023). The current situation at Upper Selwyn Huts has been used as a case study of what system change is required in such situations (Morrison 2025).

A simple model of what needs to be focused on in facilitating system change can be found in Kania et al. (2018). A summary of the model is found in Figure 1.

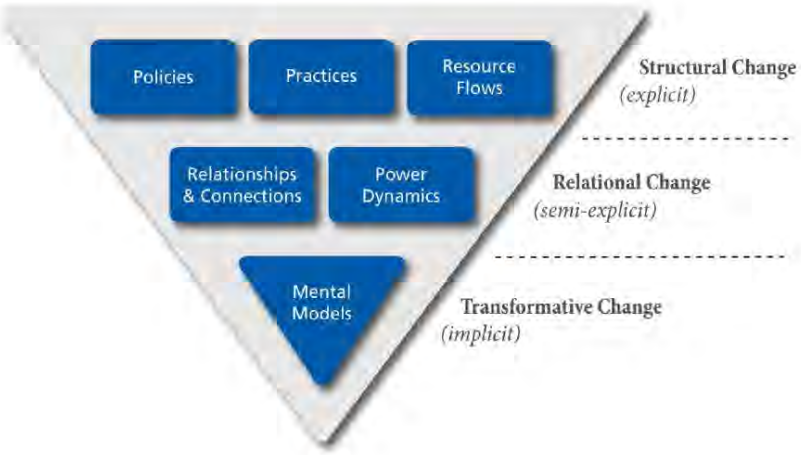


Figure 1: Conditions of System Change (Kania et al. 2018: p4)

System change can be modelled to occur at three levels. The licence as a legal document is only relevant to the top left explicit facet or condition of "policies". The other two explicit facets or conditions of "practices" and "resources", the two semi-explicit facets of "relationships & connections" and "power dynamics", and the implicit facet of "mental models" or worldviews must also be addressed if a successful change to the licence within the required system change is achieved.

I will start with the implicit facet as this is mostly overlooked but is the root cause of the current community system dysfunction at the Upper Selwyn Huts. It is also where the

inspiration to transform the community can be found. Then I will sketch out the semi-explicit facets as these are where critical change is required to enable the emergence of a functional community adapting to climate change. Finally, the three explicit facets are focused upon to detail how a successful system change could be manifest, including what a new licence would include.

Implicit condition (facet): Mental models (worldviews)

There are two very distinct worldviews in the community at Upper Selwyn Huts. One distinct worldview, which on the surface can appear to be dominant, states that the community is united in opposing substantive changes to the current 2015 licence. This worldview also states that those who disagree with this view are merely "isolated individuals". To those who hold this worldview, the supposedly isolated individuals are not considered to be part of the community. This marginalization of members of the community who do not agree with the enforced-conformity worldview of this group is a root cause of the conflict within and dysfunction of the community.

The other distinct worldview, which on the surface can appear to be a minor one, experiences the community as very diverse. Those who hold this worldview find themselves gaslighted by those who hold the other enforced-conformity worldview; gaslighted by how they are mocked and abused within the community, by what they hear in media coverage of the situation provided by those holding the enforced-conformity worldview, and by what is stated at public and council meetings about how those holding the enforced-conformity worldview supposedly represent the community. Those who hold the worldview of diversity experience those who hold the enforced-conformist worldview as aggressively trying to suppress the experience and expression of diversity within the community.

Fuller analysis of the two worldviews reveals that the apparent superficially dominant one, namely enforced-conformity, is a very recent and minor view in the history of the hut settlement. Not only this, but the enforced-conformity worldview also fails to align with the recreational and wildlife values of the designated "Special Purpose Hut settlement" reserve that the licence allows hut owners to occupy. Rather it is the worldview of diversity that is the one that dominates and is the traditional view over the 130 year history of the settlement. Moreover, it is also the worldview that aligns with the values of the reserve. It is only over the last 10 years that the enforced-conformity worldview has gained some superficial dominance through aggressively marginalizing those who hold differing views.

Notwithstanding the community dysfunction wrought by the aggressive gaslighting and marginalization by those holding the enforced-conformity worldview, it is the failure of the enforced-conformity worldview to align to the values of the reserve that most fully reveals the fraught need for system change. This can be best seen by considering what the community of the settlement was traditionally like. It was comprised of recreational hut owners and their families with sophisticated cultures, and a strong sense of what we now call kaitiakitanga, namely love for and care for the natural environment: there were eccentrics, creatives, and professionals recreating their well-being through doing what they loved most, namely fishing, bird watching, and celebrating the joys of the natural wilderness with swarms of kids on school holidays. Our 26 years at the Huts have given us experience of this, prior to 2015. It is this traditional use of the reserve that was designated as the special purpose in the designated "Special Purpose Hut Settlement" reserve that our licence enables us to occupy.

What happened with the 2015 licence was a disengenious appeal to supposed 'responsibility' to provide rental accommodation in the district after the earthquakes, which not only clashed with the designated purpose of the reserve, but has ended up also facilitating an attempt by a group within the community to try to usurp and eclipse the true special purpose with social-housing rental business. Instead of being able to celebrate in one's own unique (eccentric and cultured) way the joys of recreating well-being in the natural environment whilst fishing and birdwatching with swarms of kids on holiday, an aggressively imposed hierarchy dominated by landlords with multiple licences came to scheme and manipulate others in the community to maximize their profiteering within the community. But even worse than this, not only was the special purpose attempted to be eclipsed, the rules of the 2015 licence became no longer adhered to, as the dominating group of landlords presumed that they did not even have to obey the licence(s) they obtained, and told others in the community that they don't have to either. This is most clear in how there are now many dogs residing in the reserve, where they are let out to run around the open part of the reserve, and openly walked around the housed part of the reserve to even be permitted to escape into the gardens of hut owners, whereupon when someone tries to remind those flouting the rules of their licence that they are in breach, are abused and mocked.

Semi-explicit facets (conditions):

Semi-explicit facets are where the implicit conflict between worldviews becomes manifest as system processes. A two-way process occurs: (a) understanding the systems processes enables the deleterious effects of implicit conflict to be nipped at the bud so that a system remains functional, and (b) a comprehensively constructed functional system can influence the worldviews that are implicitly held so that the root cause of conflict is mitigated. The two-way regenerative processes for the semi-explicit facets, namely, relationships & connections, and power dynamics, are outlined below.

Relationships & connections

Given the designated special purpose of the reserve, there are connections to Waikirikiri (Selwyn River), Te Waihora (Lake Ellesmere), as well as to the fauna and flora in the adjacent recreational reserve, in the neighboring wildlife reserve, and on the banks of and in Waikirikiri. Likewise, there are relationships with Mana Whenua, Department of Conservation, Environment Canterbury, and neighboring community organizations, for example Lincoln Envirotown. Given that the special purpose is for a hut settlement, there are also relationships with the Selwyn District Council who manage the reserve and are the territorial authority, along with the Neighborhood Support Group, Community Response (civil defence) group, and Social Well-being Collective, all of which are run by the Selwyn District Council. There is also the need to maintain a respectful relationship with the police.

For a functional community on the settlement, most of the above connections and relationships are required, and all must be respected and sought to be maintained to enable constructive collaboration. At the barest minimum, the rules and guidelines of authorities must be actively communicated among community members. This need for active communication within the community of the rules and guidelines from external authorities highlights that appropriate relationships within the community are also required. These must be inclusive and egalitarian: all licences are the same and imply the same relationships to the

council and other authorities, therefore there must be no hierarchy within the community, and no licence-holder can be legitimately marginalized or excluded from the community.

The current dysfunctionality of the community can be understood by how a group (so-called 'committee') claiming to represent the community aggressively maintains a hierarchy and marginalizes and excludes licence-holders who maintain the worldview traditional to the settlement, namely diversity and kaitiakitanga. They are marginalized and excluded from the Neighborhood Support Group and Community Response (civil defence) group, both of which are run by the Selwyn District Council, because of a false claim by the so-called 'committee' that they represent the community. Also, most members of the community are excluded from a so-called 'committee' that claims to represent the community, and which makes executive decisions supposedly on behalf of the community. Those in the community who openly reject the false claim that the 'committee' represents them are aggressively marginalized by those in the 'committee'. On top of this, the so-called 'committee' tell the community that they are "fighting' the authorities on behalf of the community, thus undermining necessary relationships between members of the community and the authorities.

What is required is for the Selwyn District Council to establish an inclusive truly representative community committee chaired by the Selwyn District Council. This will make the whole community collaboratively co-self-manage with the council in respectful relationships with other authorities and other organizations relevant to the special purpose of the hut settlement.

Power dynamics

Appropriate power dynamics are instigated by legally designated authorities. Central is the role of the Selwyn District Council to manage the reserve. For a functional community, this needs to be done in inclusive collaboration with the community, with the council chairing the process, and where decisions are made by consensus, to become advisories to the Selwyn District Council who remains the decision-maker. To ensure inclusive collaboration, all families of hut owners must be able to have a representative on such a council established and chaired community committee. This would recover the functional elements of the traditional 'self-management' of the reserve but avoid the opportunity for a dominant group to abuse democratic principles by dictating the decision-making process through gaining a majority of a small number of elected representatives, which they then use to push decisions through without community scrutiny. Such abuse did emerge 15 years ago. The abuse resulted in community conflict and forced the Selwyn District Council to dissolve the traditional self-management process. This explains the existence of the current non-representative self-appointed so-called 'committee'. The core of the current so-called 'committee' are members of the former self-managing "management committee" that was dissolved by the Selwyn District Council for anti-democratic activities, as well as for other abuses of power.

Instead of appropriate inclusive collaborative self-management chaired by the Selwyn District Council, the current self-appointed so-called 'committee' has sought to usurp the real power and decision-making role that the Selwyn District Council has. The so-called 'committee' mistakenly presumes that they are the decision-maker about what rules of the current 2015 licence need to be obeyed, what the new licence will be, and who is included in the community. More than this, they are also abusing the very notion of the privilege of

having a licence to occupy a reserve: there is the presumption by the group that licenses can be collected as capital and used to establish rental businesses.

The roles of other legally designated authorities help clarify the appropriate use of the licence to occupy the "Special Purpose Hut settlement" reserve. The appropriate use is recreational, including appropriate engagement with wildlife, while living as an inclusive and egalitarian community. Environment Canterbury and the Department of Conservation help clarify appropriate engagement with wildlife, and with the Selwyn District Council, help clarify appropriate recreational activity. This includes gardening, birdwatching, and fishing. These appropriate uses can be maintained through inclusive co-management with the Selwyn District Council in collaboration with these other authorities.

Explicit facets (conditions):

The three explicit facets, namely resources, activities, and policies, form a functional community and need to be put in place if a new licence is to be effective. The new licence is a feature of necessary policies but is inseparable from associated necessary activities and resources. The explicit facets are developed from analysis of semi-explicit relationships, of connections, and power dynamics, to ensure that the implicit root cause of dysfunction can be mitigated and sought to be eventually transformed.

Resources

The licence to occupy the "Special Purpose Hut Settlement" reserve on Springston South domain enables huts to be placed temporarily. The responsibility of the licence-holders are to comply to rules pertaining to the licence, and the huts placed on the reserve must be removed from the reserve if the licence ends, whether by the Selwyn District Council not renewing the licence to occupy, or if the licence-holder neither accepts renewal nor transfers the licence to someone else. To ensure this is complied with, a bond is appropriate. This is especially applicable to the current process of licence renewal because due to climate change a sunset clause is required to be added to the new licence, and so every hut will eventually have to be removed. Requiring a bond is the most responsible way to ensure the huts are removed. It is also the most helpful and compassionate way for licence-holders because if huts are not able to be relocated, the bond will be less than the cost of demolition.

It is the licence-holder and hut owner's responsibility to ensure that their hut on the reserve is compliant with their licence. It is the Selwyn District Council who is both the decision-maker about what is required and how often inspections are made. Traditionally, inspections were made yearly. This is appropriate and is the most helpful for licence-holders because it gives regular information about necessary repairs that are most likely still minor. Regular yearly inspections will also be helpful to ensure orderly managed retreat in face of climate change. With a fixed horizon of years left to run in the licence, every hut owner would then every year have the opportunity to reevaluate whether it is appropriate for them to stay on or to decide to forgo their licence and remove their hut from the reserve.

There is infrastructure associated with the hut settlement. Traditionally this has been paid for by licence-holders as the need arose. Recently the Selwyn District Council has taken a pro-active role in assisting licence-holders address the need for adequate potable water supply and wastewater disposal. But because the infrastructure on the reserve is of a limited life, given by the horizon of the licence, and because payment for the infrastructure was not

included in purchase of property because the property remains in Crown ownership, it is appropriate that the payment for infrastructure that the Selwyn District Council installs is paid for through a targeted rate.

Activities

Compliance with the licence has become an issue due to a self-appointed group (so-called 'committee') in the community telling others in the community, the Selwyn District Council, and the media, that they represent the community, decide what is in the licence, and what in the licence has to be obeyed. To ensure that this dysfunctional activity is stopped, an inclusive co-management community committee is required. It needs to be chaired by the council, with decisions made by consensus, and even then only advisories to the council who remains the sole decision-maker. An appropriate way to ensure inclusivity of the community committee would be to allow all families (huts) to have one representative on the committee, if they wish. Meetings would have to be held regularly, at least once every three months. Regular meetings in this way would ensure issues could be discussed and addressed as they arose, to avoid conflict developing over time.

An inclusive community committee chaired by the Selwyn District Council would provide the hub around which other authorities could formally engage with the community to ensure information is conveyed. It would also provide the hub around which the organizations run by the Selwyn District council could engage with the community, namely the Neighborhood Support group, Community Response (civil defence) group, and Social Well-being collective. Furthermore, to would provide a clear and truly representative body for the media and other organizations, for example Lincoln Envirotown, to engage with the community. As environmental hazards become more prominent, it would also provide an effective forum for dissemination of information to the community, and with whom relevant workshops could be held for the community.

A formal inclusive community committee to represent the community would not disqualify the right of other community groups to exist, for example the current community garden collective (formerly the Upper Selwyn Huts Community Trust [inc2003]), and the current hot-owners association. Indeed, it would provide a forum for where these groups could voice their concerns and issues to the whole community, to the Selwyn District Council, and other authorities and organizations.

Licence (policies)

A necessary key feature of a new licence is a clear injunction that the rules of the licence must be obeyed, and legal action will be taken against the licence-holder if they are not. It would be helpful if the process and likely consequences were also outlined. The need for this to be in the licence has become very visible because of the current common-place non-compliance of the no-dogs rule, and that trees on lots are commonly higher than the allowed 2.2m. It is important that the injunction also clearly refers to what happens when a licence-holder fails to carry out necessary upgrades that have been determined from annual inspections of huts. Complementing such an injunction, is a need for a clear statement that all bylaws applying to reserves generally also apply and must also be obeyed, for example, the prohibition on trail bikes.

Dealing with environmental hazards exacerbated by climate change need to feature in the licence. A hard sunset clause defining when climate change will make it irresponsible for a licence to occupy to remain granted, needs to be explicitly stated in the new licence. Current scientific analysis indicates that a 30-year horizon is appropriate. This must be communicated as a hard boundary, because otherwise denial of reality would continue, resulting in an even bigger problem with and likely conflict within the community later.

Notwithstanding that some current licence-holders have failed to carry out due diligence and consider that their licence is open-ended, resulting in them having overcapitalized, best practice would require that current licence-holders and their families are provided with the best possible pathway to adapt to a hard 30-year horizon to the renewed licence. At the same time the licence must discourage further overcapitalization and help focus the attention of all licence-holders onto the hard 30-year boundary. One way to do this would be to only allow transfer of licences outside of the immediate family for the next 10 years, till 2036. After 2036, if a licence-holder no longer wants their licence and does not have an immediate family member who does want it, the licence would be cancelled, and the hut would have to be removed. This would help contribute to an orderly managed retreat process. To further emphasize the temporary nature of the licence, and to return the community to refocus on its recreational special purpose, it would be appropriate that if a licence is transferred before 2036 to someone outside of the immediate family, the transferred licence would involve a return to the traditional 9-month rule, whereby licence-holders can only stay for 9 months of the year in their hut, and accordingly, if the new licence holder with a 9-month rule then wishes to transfer their licence to an immediate family member after that, the transferred licence would continue to have the 9-month rule.

To compassionately provide the best possible pathway for current licence-holders, transfer of licences to immediate family members anytime during the 30 years of the licence to immediate family members would however retain the current privilege to stay for 12 months of the year in their hut. This would provide the maximum possible security for current licence-holders and their families, whilst facilitating a responsible managed retreat process. All future licence-holders who have not had their licence transferred to them as an immediate family of a current licence-holder would know beforehand that their licence will only allow them to stay for 9 months of the year, so they will not be disadvantaged. A summary sketch of how such a policy would apply is given in Figure 2.

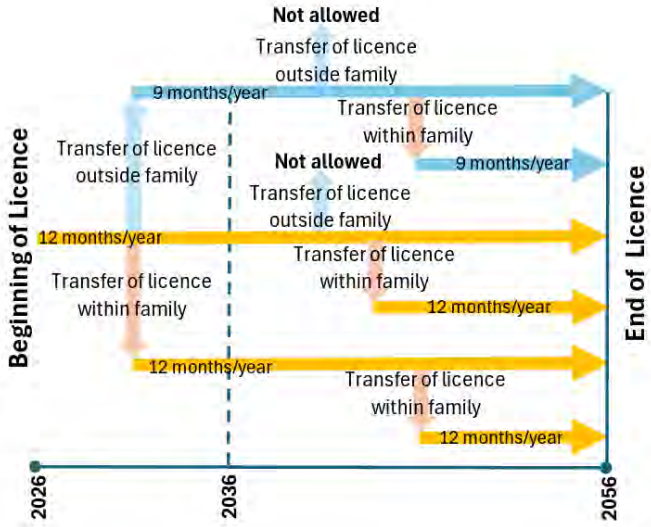


Figure 2: Responsible managed retreat.

This overarching structure for the new licence would provide a structure that constructs a new and solid foundation for the regeneration of the community, as well as facilitating orderly and compassionate managed retreat. It will ensure that current licence-holders with families have the maximum possible security, and that vulnerable members of the community have the security they will realistically need to maximize their well-being for as long as they need it. But even though this structure will address systemic inadequacies in the current 2015 licence, parametric errors requiring minor adjustments to the licence will inevitably emerge. To enable these adjustments to be made in a timely way, it would be appropriate for the new licence to continue to roll-over every five years, thus allowing necessary minor adjustments to be made when the 5-year licence is renewed.

To regenerate the community to recover the traditional special purpose of the hut settlement, the features of the 2015 licence that resulted in the emergence of social housing rental businesses must be corrected. These are systemic errors requiring further structural change. There are two that must be reversed. Firstly, renting must be stopped. Traditionally, even renting to immediate family members was not allowed. It was well understood that it was an abuse of the privilege to hold a licence to occupy Crown land to run a business on it. For example, if a person wishes to run a business on the conservation estate, a concession has to be sought, and if approved, payment must to be made to the Department of Conservation or else the concession is revoked. Given the special purpose hut settlement reserve we occupy, concessions to run rental businesses are not appropriate. Secondly, obtaining more than one licence, enabling the expansion of rental businesses by a licence-holder, must be stopped. It has traditionally always been understood that it is not permitted to obtain more than one licence. It remains unclear if obtaining multiple licences is allowed in the 2015 licence, but even if it wasn't, the abuse developed as a consequence of allowing renting. Therefore, the

new licence must explicitly state that only one licence per person can be obtained as well as stating that renting is not permitted.

There remains the issue of what to do with current tenancy agreements, and to licences that are currently held in common by a single person. An appropriate way to address this, so as to facilitate system transformation of the situation in an orderly way, is to state in the licence that no new fixed term tenancy agreements are allowed, all open tenancy agreements end when the new licence comes into effect, and further licenses cannot be obtained by a person who already has a licence. With these arrangements in place, persons who currently have multiple licences are likely to transfer most of them to others because they are unable to continue with rental businesses on the reserve.

There are also several necessary specific clauses in the licence to maintain and nurture the special purpose of the hut settlement. One is the no-dogs clause. This must be retained. But this clause must be extended to also include a ban on pet cats. An appropriate way to introduce a no-cats clause is to state that all pet cats (up to two per hut) must be registered, desexed, and wear bell collars, and no new pet cats can be registered after July 2026. This will ensure that pet cats are orderly removed from the reserve. With registered cats wearing bell collars, it would also enable the quick removal of the problematic feral cat population.

Conclusion:

We wish to conclude by expressing our gratitude for our 25 years of having a licence to occupy the Springston South Domain. It has worked well for us. We look forward to the final sunset 30 years of our privilege to occupy the reserve. Having our licence for the next 30 years will realistically enable our children to save $600 per week, which over 30 years is close to $1M at today's prices, all of which (with discipline) will be able to go toward them eventually buying their own freehold properties. We are very grateful for this opportunity as it has helped lift our immigrant Pasifika family out of a very common poverty trap within our wider Pasifika community in Aotearoa.

We know that the council will be able to turn things around in the community, by creating a new foundation for the community at Upper Selwyn Huts. Be strong. We know how challenging it is. But we know that the sunset 30 years of the settlement can be as inspirational as the first 120 years were. What we know is that when the last hut has been removed, the geese, swans, spurwing plovers, bellbirds, white-faced herons, pied shags, grey warblers, pheasants, and many more species will remain here and thrive. It has been inspirational for us to dwell here in their company for the last 26 years, while we also awaited the annual visits of two kotuku and six spoonbills. We know that the council can create a foundation that will help restore the mauri of these inhabitants, along with that of Mana Whenua, through an appropriate managed retreat process. We look forward to being part of this process for the next 30 years, knowing that we will be playing our part in the restoration of the mauri of this inspirational place. Thank you.

References:

Kania, J., Kramer, M., and Senge, P. (2018) *The Water of Systems Change*. FSG – Reimagining Social Change. http://www.fsg.org/wp-content/uploads/2021/08/The-Water-of-Systems-Change_rc.pdf

Morrison, K. (2025) "The Necropolitics of Coloniality and Climate Change in the South Pacific." *Coils of the Serpent* **13**(2024): 194-225. http://Coilsoftheserpent.org/2025/02/the-necropolitics-of-coloniality-and-climate-change-in-the-south-pacific/

Morrison, K., Nand, M. M., Ali, T., and Mele, S. (2023) "Postcolonial Lessons and Migration from Climate Change: Ongoing Injustice and Hope." *Npj Climate Action* **2**.22 http://doi.org/10.1038/s44168-023-00060-7

Submitter Number: 53

Full Name: Cleve Prescott
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?
I have an interest in the area
Other

What is your interest in the area?
Enjoy the pleasant environment and connection with area and hut residents, picnic area on great would not be the same if there is no residents

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options
A single fixed term of 30 years (no renewal)
Please explain the reason for your selection:
this will give the current and future residents stability up to the year 2055.

Do you have any other feedback on licence terms?
Yes

Please add your comments
Licence to be transferable to the end date still 2055.

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental

events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:

I don't believe your time period of 24 hours is unrealistic, and can be manipulated to make and extend the period into an eviction situation.

looking at emergency services not having access, there are many locations in New Zealand where this occurs, I believe this clause is unjust and victimising the residents

---

Are there any additional events that you think should be considered?
Yes
Please add your comments:

the Health and mental wellbeing of the residents is a priority, which appears to have been disregarded by those sitting around the council table for what ever reason.

and must be a priority along with permitting the resident's licences for the full 30 years.

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments
should in the unlikely any of these event occur the residents begiven the option to chose their own destiny

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
Yes
Please add your comments
a bond to cover one years rates

Please add your comments:

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
No

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?
Every 2 years
Other

Please add your comments:
buildings at inspection to be meet healthy homes standards

Do you think the checklist covers the right things?
Yes
Please specify what you would change

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication

advise licensee, give advise on an acceptable remediation.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?
any issues to have 12 week time frame for remediation.

Submitter Number: 54

Full Name: Scott Iremonger
Organisation:
Wish to speak to the submission: No

Post 10/7.

Submission form

Selwyn District Council is conducting a public consultation to seek feedback on four terms that are proposed to be included in a new Deed of Licence for Upper Selwyn Huts.

Feedback from this consultation will help determine what a new Deed of Licence will look like for licence holders, and give certainty and clarity to the future of the Upper Selwyn Huts settlement.

Please read the consultation document and information available online at **selwyn.govt.nz/USH** before completing your submission.

You can make a submission using this form and dropping of off at a Council Library or Service Centre by 5pm, 21 July 2025. Or you can complete the online submission form at **selwyn.govt.nz/USH**.

Privacy statement

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If you need extra space for your submission, or have supporting documentation, you can use additional paper and attach it to this form. If you are using the online submission form you can upload an attachment with your submission.

Please include your first and last name on the additional paper.

Anyone can make a submission. Submissions will only be used for the purpose of this consultation process.

All submissions will be considered by Council before making a decision.

Submitter details

Please note: all fields marked with an asterisk (*) are compulsory. These details will be used for the purpose of contacting you about this consultation.

First name* SCOTT

Last name* IREMONGER

[redacted]

Are you submitting on behalf of an organisation?*

☐ Yes ☑ No

If yes, please state the name of the organisation*

Do you wish to attend a hearing to present your submission in person?*

☐ Yes ☑ No

If yes, someone will be in contact with you to arrange the date and time.

What is your connection or interest to Upper Selwyn Huts?

☑ I am a licence holder

☐ I am not a licence holder but live at Upper Selwyn Huts

☐ I have an interest in this area. *Please explain:*

☐ Other:

Questions

1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

- ☐ Fixed term of 5 years
  No renewal.
- ☐ A single fixed term of 30 years
  No renewal.
- ☑ Rolling 10-year terms
  with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

This Allows flexibility for hut owner and S.D.C.

Do you have any other feedback?

☐ Yes ☑ No

Please add your comments:

2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

1. **Flooding affecting access:**
   Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.
2. **Destruction of road cutting off vehicle access:**
   A natural event that causes sufficient damage that vehicle access to the settlement is cut off.
3. **Serious harm caused by a flood event:**
   Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

☐ Yes ☑ No

Please explain your reason:

Are there any additional events that you think should be considered?

☐ Yes ☑ No

Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

Answers on future Occupations. As soon as possible. If Licence Term was to end what optaons would exist for S.D.C to purchase huts. This also includs Demo Costs.

3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☑ Yes ☐ No

Please add your comments:

A Bond Sounds reasonable but depends on the amount required. i.e. to expensive.

Do you have any other feedback or suggestions on the inclusion of a bond?

☐ Yes ☑ No

Please add your comments:

4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years

☑ Every 3-5 years

☐ Only when there's a complaint or issue raised

☐ Other

Please add your comments:

Many of these huts have very Low floor level's - What is your assesment criteria.

Do you think the checklist covers the right things?

☑ Yes ☐ No ☐ Not sure

Please specify what you would change:

R.O.W's Should be included. i.e. not blocked with fences, plantings.

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

Notice and reasonable time to act.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

No Comment.

Submitter Number: 55

Full Name: Stephen Boot
Organisation:
Wish to speak to the submission: No

Post 10/7

Submission form

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Submitter details

Please note: all fields marked with an asterisk (*) are compulsory. These details will be used for the purpose of contacting you about this consultation.

First name* Stephen

Last name* Boot

[redacted]

Email address*

Are you submitting on behalf of an organisation?*

☐ Yes ☐ No

If yes, please state the name of the organisation*

Do you wish to attend a hearing to present your submission in person?*

☐ Yes ☐ No

If yes, someone will be in contact with you to arrange the date and time.

What is your connection or interest to Upper Selwyn Huts?

☐ I am a licence holder

☐ I am not a licence holder but live at Upper Selwyn Huts

☐ I have an interest in this area. *Please explain:*

☐ Other:

Questions

1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

- ☐ Fixed term of 5 years
  No renewal.
- ☐ A single fixed term of 30 years
  No renewal.
- ☐ Rolling 10-year terms
  with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

We would like to a renewable term of 30 years subject to environmental triggers yet to be agreed

Do you have any other feedback?

☑ Yes ☐ No

Please add your comments:

we believe the role to protect and preserve the settlement is the role of the council

2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

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3. **Serious harm caused by a flood event:**
   Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

☑ Yes ☐ No

Please explain your reason:

Environmental triggers require more investigation as identified in the Councils Jacob report

Are there any additional events that you think should be considered?

☐ Yes ☐ No

Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☑ Yes ☐ No

Please add your comments:

What period would the bond be over and what would be the cost

Do you have any other feedback or suggestions on the inclusion of a bond?

☑ Yes ☐ No

Please add your comments:

Why now. Hasn't been needed for over 130 years

4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years

☐ Every 3-5 years

☐ Only when there's a complaint or issue raised

☐ Other

Please add your comments:

Should be treated the same as the rest of the district subject to a complaint being received

Do you think the checklist covers the right things?

☐ Yes ☐ No ☐ Not sure

Please specify what you would change:

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

No one should be made homeless given the housing shortage so this should not be a reason to terminate

Submitter Number: 56

Full Name: John Adair
Organisation:
Wish to speak to the submission: Yes

Submission form

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Please include your first and last name on the additional paper.

Anyone can make a submission. Submissions will only be used for the purpose of this consultation process.

All submissions will be considered by Council before making a decision.

Submitter details

Please note: all fields marked with an asterisk (*) are compulsory. These details will be used for the purpose of contacting you about this consultation.

First name* John

Last name* ADAIR

[redacted]

Are you submitting on behalf of an organisation?*

☐ Yes ☑ No

If yes, please state the name of the organisation*

Do you wish to attend a hearing to present your submission in person?*

☑ Yes ☐ No

If yes, someone will be in contact with you to arrange the date and time.

What is your connection or interest to Upper Selwyn Huts?

☑ I am a licence holder

☐ I am not a licence holder but live at Upper Selwyn Huts

☐ I have an interest in this area. *Please explain:*

☐ Other:

Questions

1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

- ☐ Fixed term of 5 years
  No renewal.
- ☐ A single fixed term of 30 years
  No renewal.
- ☐ Rolling 10-year terms
  with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

All to different to existing.

Do you have any other feedback?

☑ Yes ☐ No

Please add your comments:

33 years with right to renew as it has now.

2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

1. **Flooding affecting access:**
   Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.
2. **Destruction of road cutting off vehicle access:**
   A natural event that causes sufficient damage that vehicle access to the settlement is cut off.
3. **Serious harm caused by a flood event:**
   Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

☐ Yes ☑ No

Please explain your reason:

treat residents like any other SDC residents, are you making those above rules for everyone in SDC.

Are there any additional events that you think should be considered?

☐ Yes ☐ No

Please add your comments:

Earthquakes

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

Same as any other resident in S.D.C.

3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☐ Yes ☑ No

Please add your comments:

Any other resident in S.D.C require a bond?
Freehold lots and the duty of care is gone.

Do you have any other feedback or suggestions on the inclusion of a bond?

☐ Yes ☐ No

Please add your comments:

Most of the hut weren't built onsite the were transported by horse on trailers

4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years

☐ Every 3-5 years

☑ Only when there's a complaint or issue raised

☐ Other

Please add your comments:

Treat the same as any S.D.C resident

Do you think the checklist covers the right things?

☐ Yes ☑ No ☐ Not sure

Please specify what you would change:

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

As per any S.D.C resident.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

As per any other S.D.C resident

Submitter Number: 57

Full Name: Dennis Adair
Organisation:
Wish to speak to the submission: No

---

email 11/7

Submission form

Selwyn District Council is conducting a public consultation to seek feedback on four terms that are proposed to be included in a new Deed of Licence for Upper Selwyn Huts.

Feedback from this consultation will help determine what a new Deed of Licence will look like for licence holders, and give certainty and clarity to the future of the Upper Selwyn Huts settlement.

Please read the consultation document and information available online at **selwyn.govt.nz/USH** before completing your submission.

You can make a submission using this form and dropping of off at a Council Library or Service Centre by 5pm, 21 July 2025. Or you can complete the online submission form at **selwyn.govt.nz/USH**.

Privacy statement

Submissions are part of the public consultation process and are a public record. Anonymous submissions will not be accepted. Submissions including names are published on our website and in official documents so please do not include any personal information in the content of your submission you would prefer to be kept private.

While contact details (address, phone number and email address) are provided to elected members along with your feedback to be considered when making their decisions, contact details will not be made publicly available on the Council's website or official documentation.

If someone requests a copy of submissions through the Local Government Official Information and Meetings Act 1987, name and contact details must be supplied. If you have good reason as to why your personal details and/or feedback should be kept confidential please contact **huts@selwyn.govt.nz** outlining your reasons.

If you need extra space for your submission, or have supporting documentation, you can use additional paper and attach it to this form. If you are using the online submission form you can upload an attachment with your submission.

Please include your first and last name on the additional paper.

Anyone can make a submission. Submissions will only be used for the purpose of this consultation process.

All submissions will be considered by Council before making a decision.

Submitter details

Please note: all fields marked with an asterisk (*) are compulsory. These details will be used for the purpose of contacting you about this consultation.

First name* Dennis

Last name* ADAIR

[redacted]

Are you submitting on behalf of an organisation?*

☐ Yes ☑ No

If yes, please state the name of the organisation*

Do you wish to attend a hearing to present your submission in person?*

☐ Yes ☑ No

If yes, someone will be in contact with you to arrange the date and time.

What is your connection or interest to Upper Selwyn Huts?

☐ I am a licence holder

☐ I am not a licence holder but live at Upper Selwyn Huts

☑ I have an interest in this area. *Please explain:* My son is a licence holder

☐ Other:

Questions

1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

- ☐ Fixed term of 5 years
  No renewal.
- ☐ A single fixed term of 30 years
  No renewal.
- ☐ Rolling 10-year terms
  with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

At the moment it renews each 5 years for the last 120-130 years now you want to change that, so I select none of the above

Do you have any other feedback?

☑ Yes ☐ No

Please add your comments:

33 year term, with right to renew again in future or freehold in future.

2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

1. **Flooding affecting access:**
   Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.
2. **Destruction of road cutting off vehicle access:**
   A natural event that causes sufficient damage that vehicle access to the settlement is cut off.
3. **Serious harm caused by a flood event:**
   Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

☑ Yes ☐ No

Please explain your reason:

All 3, Flooding is short term, if the road floods, the huts are not flooded helicopters, residents houses are high enough

Are there any additional events that you think should be considered?

☑ Yes ☐ No

Please add your comments:

treat like other residents in S.D.C.

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

threat like other S.D.C residents

3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☑ Yes ☐ No

Please add your comments:

Treat like any other S.D.C ratepayer

Do you have any other feedback or suggestions on the inclusion of a bond?

☐ Yes ☐ No

Please add your comments:

freehold land & treat like any other S.D.C rate payer.

4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years

☐ Every 3-5 years

☑ Only when there's a complaint or issue raised

☐ Other

Please add your comments:

As per any S.D.C rate payer

Do you think the checklist covers the right things?

☐ Yes ☑ No ☐ Not sure

Please specify what you would change:

treat like any other S.D.C ratepayer

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

treat like any other S.D.C ratepayer

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

treat like any other S.D.C ratepayer

Submitter Number: 58

Full Name: Kerry Ballantine
Organisation:
Wish to speak to the submission: Yes

Counter 09/7

Submission form

Selwyn District Council is conducting a public consultation to seek feedback on four terms that are proposed to be included in a new Deed of Licence for Upper Selwyn Huts.

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Please read the consultation document and information available online at **selwyn.govt.nz/USH** before completing your submission.

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Please include your first and last name on the additional paper.

Anyone can make a submission. Submissions will only be used for the purpose of this consultation process.

All submissions will be considered by Council before making a decision.

Submitter details

Please note: all fields marked with an asterisk (*) are compulsory. These details will be used for the purpose of contacting you about this consultation.

First name* Kerry

Last name* Ballantine

[redacted]

Are you submitting on behalf of an organisation?*

☐ Yes ☑ No

If yes, please state the name of the organisation*

Do you wish to attend a hearing to present your submission in person?*

☑ Yes ☐ No

If yes, someone will be in contact with you to arrange the date and time.

What is your connection or interest to Upper Selwyn Huts?

☑ I am a licence holder

☐ I am not a licence holder but live at Upper Selwyn Huts

☐ I have an interest in this area. *Please explain:*

☐ Other:

stions

ence term options

ıcil is seeking feedback on three different
ns for how long future licences should last.
e select your preferred licence term from the
ns below.

Fixed term of 5 years
No renewal. ✗

A single fixed term of 30 years ✗
No renewal.

Rolling 10-year terms
With the ability to renew, up to a maximum of 30
ears total (i.e. 10 + 10 + 10 years). ✗

e explain the reason for your selection:
I would Like to choose
term of 30 years
In a Right of
newal after this
do Not Accept any
- the Aboue terms.

u have any other feedback?

es ☐ No

add your comments:
feel that none of the
bue Options are fair
wing homeowners to
e eviction after 30
ars.
is Like having a
Pointed at us.
ave the same
s As any New Zealander
want to keep
homes.

2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

1. **Flooding affecting access:**
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2. **Destruction of road cutting off vehicle access:**
   A natural event that causes sufficient damage that vehicle access to the settlement is cut off.
3. **Serious harm caused by a flood event:**
   Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

☑ Yes ☐ No

Please explain your reason:
I do not cowsider being
"cut off" a serious Risk
It is bascially the same
for alot of other Selwyn
Areas

Are there any additional events that you think should be considered?

☑ Yes ☐ No

Please add your comments:
I don't boliave that this

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

Re - the Roads I believe that we are not the Only Ones using these Roads? Unless offering us compensation or Relocation, you are Putting this Community into more Mental Stress than a Bit of Water damage could do

3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☑ Yes ☑ No

Please add your comments:

I feel this is discrimination, Having extra pressure Like a Bond would Cause major Stress.

Do you have any other feedback or suggestions on the inclusion of a bond?

☑ Yes ☐ No

Please add your comments:

I feel this is just Plain Wrong. You don't make a Sports Centre Pay Why us??

4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years

☐ Every 3-5 years

☐ Only when there's a complaint or issue raised

☑ Other

Please add your comments:

Why? Does any other Rate Payer have to have a yearly inspection?

Do you think the checklist covers the right things?

☐ Yes ☑ No ☑ Not sure

Please specify what you would change:

I am concerned that if any item on the Tick List would Result in termination.

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

I would expect a Support person?

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

Only hand should be inspected.

Counter 09/7

15 metres above Sea Level

urn this form by:

ɔping it off with our Customer Service Teams at:

- **Council Rolleston Offices,** 2 Norman Kirk Drive, Rolleston
- **Te Ara Ātea,** 56 Tennyson Street, Rolleston
- **Darfield Library,** 1 South Terrace, Darfield
- **Leeston Library,** 76A High Street, Leeston
- **Lincoln Library**, 22 Gerald Street, Lincoln

ing it to:
ɔost 104 653
Box 90
ston 7643

can also scan and email your submission to **huts@selwyn.govt.nz**

ɔsted submissions must be received by Council by 5pm,
ly 2025. Please allow time for your submission to be delivered
is deadline.





Submitter Number: 59

Full Name: Helena Immers
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?
I have an interest in the area
Other

What is your interest in the area?
It is' unique part of New Zealand history that needs protection and I have visited.

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options

Please explain the reason for your selection:

Do you have any other feedback on licence terms?
Yes

Please add your comments
The options supplied are inadequate. What about the option of 199 years, or no licence required at all. These residents deserve to be left alone and unmolested. I suggest waiting until after the next Council election and hopefully we get a better council.

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
No
Please explain your reason:
None of these events should result in early termination of a licence. Flooding can happen anywhere. People are more resilient than the council expects.

Are there any additional events that you think should be considered?
No
Please add your comments:
This licence regime is a means to an end,: eviction!. Leave the people at the Huts alone and let them get on with their lives, as they have done for 130-yrears.

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments
The council should do nothing. Let the residents decide what should be done. They don't need you.

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
Yes
Please add your comments

The bond should not apply to any situation because the people should not be forced off the land.

Please add your comments:

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
No

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?

Other
Never

Please add your comments:
You are expecting the residents to be subject to a regime that no other resident in Selwyn would tolerate.

Do you think the checklist covers the right things?
No
Please specify what you would change
No checklist at all. Show some respect to these people.

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication
Not needed as there should be no unsolicited inspections

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Submitter Number: 60

Full Name: Ann Thomson
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?
I am a licence holder
Other

What is your interest in the area?

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options

Please explain the reason for your selection:

Do you have any other feedback on licence terms?
Yes

Please add your comments

None of the 3 above options are acceptable, all being non renewable terms.

The Selwyn District Council has not given any valid reason that justifies a non renewable licence. All independent evidence and reports, including Jacobs Consultancy, have not supported a non renewable licence.

As per attached Legal Advice, June 2025, I as a Resident seek a licence term of 30 years with the rights of renewal for further terms of 30 years subject to environmental triggers (specific triggers to be agreed).

- Legal Obligations: Council's role is administrator of a local purpose reserve for the purpose of hut settlement which includes the notion of community. They have legal obligations to protect and preserve this local purpose reserve and ensure it is used and enjoyed for hut settlement purposes. Other legal obligations also include protecting its historic values; recognising the community's diversity; and promoting the social, economic and cultural well-being of its community, both now and into the future.
- Licence Term: The Council is not bound by any finite licence term and can grant a licence for more than one term of 33 years under the ROLD Act 1924 or the Reserves Act 1977. They are also not bound by their 2019 resolution that hut licences are short term and ultimately finite.

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:

The Selwyn District Council’s own Jacob's report, dated March 2025, recognised that anticipated impacts from climate related hazards were not as significant as previously thought and require more investigation. This has not yet been undertaken.

The above triggers are to me, unsuitable, suggesting that the USH settlement is frequently inundated by floodwaters. This has never happened in my 65 years of belonging to the community.

The above triggers are also very vague and therefore open to many different interpretations and may give the Selwyn District Council power to terminate licences arbirtrarily.

Environmental events leading to an early licence termination would only be justified if a significant event causing serious damage to homes, people and the community occurred.

Are there any additional events that you think should be considered?

Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments

If the area were to become too unsafe to inhabit, the council would be responsible for reinstating the site, returning dwellings and belongings to licence holders as the lot had not been abandoned nor deliberately left in poor condition.

As per the Selwyn District Councils' own remit, their priority is the safety and wellbeing of the community. Therefore, the council would be required to find permanent, suitable accommodation for the entire community should they become displaced due to the area becoming unsafe to live in or too expensive to maintain./

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
Yes
Please add your comments

A bond should not apply at all.

It is unjust and unfair to consider applying a bond to pay to demolish our homes. The majority of us are retiree's or generational hut owners who choose to live or spend time at the USH as a lifestyle choice, belonging to a community of support and common ideals.

Please add your comments:

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
No

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?

Other
once to provide a baseline

Please add your comments:

My home was issued a Code Compliance Certificate 5/02/13. No other building work has taken place since this date.

There are rental properties within our USH community with tenants who are renting substandard properties. The properties do not meet heathy homes standards as required by law. The council has been lax in allowing landlords and property owners to benefit from these substandard homes.

Unfortunately to the detriment of our USH community, several 'property speculators' have found our settlement, buying and renting out multiple substandard properties.

Building inspections should be carried out to give the Selwyn District Council a baseline of the condition of our home. With this baseline the Selwyn District Council will be able to move forward with supporting owners to bring their homes and properties up to a healthy homes standard.

This needs to be done through the lens of helping and enabling the people of our community rather than a means to terminate anyone's right to stay in their dwelling.

Do you think the checklist covers the right things?
Yes
Please specify what you would change

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication
Entirely dependant on what issues were identified. USH residents should expect transparency, honest and full support to attend to or rectify any issues.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Owners need to be notified with an appropriate lead time, of inspection date to be mutually agreed

Properties need to be assessed as fit to inhabit and separate assessment tool needs to be developed for the purposes of assessing rental properties at the USH.

Clare Lenihan LLB, MusB

ENVIRONMENTAL & PUBLIC LAW BARRISTER

20 ~~May~~ June 2025 NB. This Letter has been updated for Upper Selwyn Huts Residents to include as part of their submissions to Selwyn District Council consultation on future licences. It has not been sent directly to Council. Also note the comments on significance and engagement are no longer relevant, given consultation has commenced.

Chief Executive
Selwyn District Council
2 Norman Kirk Drive
Rolleston 7643
Att: Sharon Mason

Without Prejudice

C/- Mark Odlin, Buddle Findlay.
Cc Mayor and Councillors

By e-mail: mark.odlin@buddlefindlay.com

Dear Sharon,

Re: Upper Selwyn Huts – Council meeting ~~21 May~~ September 2025 - process for further consultation on options for the future of Upper Selwyn Huts and Licence term

1. I represent the Upper Selwyn Huts residents (the Residents).

2. In terms of the Council meeting 21 May 2025, the Residents have asked me to address their concerns around:

   (i) the proposed licence term options (three) for consultation, which only have finite terms (5 years or 30 years) These finite terms unnecessarily restrict options the Council has and likewise restrict options for consultation with the community; and

   (ii) the downgrading of the significance of this issue by Council to "moderate" from "significant".

3. For the detailed reasons set out in this letter, in summary the Residents seek Council (specific requests in *italics*):

   A. Licence Term options

   Residents seek a licence term of 30 years with rights of renewal for further terms of 30 years, subject to environmental triggers (specific triggers to be agreed) ~~*Add a fourth option for consultation regarding the Licence term i.e. "Triggers with no end date, relying on environmental conditions."*~~

   Reasons:

   (i) Council is not bound by a specific finite term under the ~~Reserves Act – these licences are granted under the~~ Reserves and Other Lands Disposal and Public Bodies Empowering Act 1924 (the **ROLD Act**). The provisions in the ROLD Act authorising building huts on the

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80 Layard Street, Invercargill 9810 P 03 214 1674 M 027 577 6823 E clare.lenihan@environmentallawyer.co.nz

reserve were enacted as no lease could be granted under the relevant legislation at the time [1] for buildings over reserves, nor granted for a term longer than 21 years. The ROLD Act specifically overrides these two limits. **There is no limit on term under that Act**.

(ii) Council is also not bound to have a finite term by virtue of its 2019 resolution that said licences should be short term and finite. The reasons for that resolution (wastewater) no longer apply. Council also resolved in July 2024 to pause the process under which a finite term of 15 years was proposed (which relied on the 2019 resolution).

(iii) In deciding the appropriate term, it is important to consider the purpose of the reserve. In 2015 the Council sought the Crown (Department of Conservation) change the reserve purpose from recreation to – **local purpose reserve for hut settlement purposes**. This is very specific, and "hut settlement" includes the idea of a **community of people**. There are also significant historic/heritage values to consider, which also focus on the community.

(iv) The Reserves Act provides for leases and licences to be issued for terms of up to 33 years, with or without a right of renewal[2] (which is included as a condition of the lease or licence), perpetual or otherwise, for the same or any shorter term[3]. A renewal option means a condition is included the licence that if at the end of the term the licensee has complied with all the terms and conditions, they can opt to exercise a right of renewal for a further term of e.g. 33 years (Council must then grant a further term of 33 years).

(v) When reading the ROLD Act and relevant Reserves Act provisions together[4], Council can grant a licence[5] for a term not exceeding 33 years, with or without a right of renewal[6], perpetual or otherwise. Council has a discretion to decide the term (not greater than 33 years at any one time) and whether to include a renewal option in the licence. The total term, including renewals could be up to e.g. 66 years, or 99 years (but the term is no greater than 33 years at one time). Technically **there is no limit on the total term of a licence for the USH under the Reserves Act 1977.**

(vi) In deciding what term is appropriate Council should consider not only the purpose of the Reserves Act and the particular reserve purpose (for hut settlement purposes), but also, as part of its broader role, the dual purposes in the Local Government Act 2002[7]. These dual purposes include recognising the diversity of the Upper Selwyn Huts community[8] and promoting the social, economic and cultural well-being of that community both now and for the future[9].

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[1] The Public Reserves and Domains Act 1908, section 34.
[2] A right of renewal normally contemplates the grant of a new lease/licence but this is exercisable as a condition of the lease/licence document itself. The only limit is usually that lessor or licensor is satisfied that the terms and conditions of the lease or licence have been complied with. See e.g. Schedule 1 Reserves Act 1977.
[3] It varies depending on lease types and the specific activity proposed.
[4] Section 168 ROLD Act and Section 61 Reserves Act 1977
[5] In accordance with the ROLD Act, Council can only grant a licence, not a lease.
[6] A right of renewal normally contemplates the grant of a new lease/licence but this is exercisable as a condition of the lease/licence document itself. The only limit is usually that lessor or licensor is satisfied that the terms and conditions of the lease or licence have been complied with. See e.g. Schedule 1 Reserves Act 1977.
[7] Section 3 and 10 Local Government Act 2002.
[8] Being a New Zealand community, as set out in section 3 Local Government Act 2002
[9] Section 10(1)(a) Local Government Act 2002

(vii) Given Council must manage the reserve for its specific purpose, and in accordance with the broader purposes of the Local Government Act 2002, in the absence of reasons to grant a shorter or finite term, Council should grant licences for a term consistent with the continued existence of the hut settlement.

B. Significance and Engagement

Confirm this issue continues to be treated as "significant", as classified in 2024 by Council.

Reason:

It is unclear why Council staff consider this issue is now "moderate". The circumstances surrounding the categorisation of the issue as "significant" in 2024 have not changed, so the categorisation should stay the same. This means the Special Consultative Procedure should be used.

Detailed reasons and background

A. Licence term options

(i) Council not bound by finite term under the Reserves Act 1977

Under what Act is the power to grant a lease or licence?

4. The Crown is the registered proprietor of the reserve, and the Department of Conservation (**DoC**) is the responsible department. The Selwyn District Council (**the Council**) is the administering body for the reserve under the Reserves Act 1977 and has managed the reserve since its appointment in 1989[10].

5. The Council has advised it grants the USH Licences to Occupy pursuant to section 61 of the Reserves Act (set out in Appendix One), which sets out the powers (including leasing) in respect of local purpose reserves.

6. As the reserve is not vested in the Council, only the Commissioner[11] can grant a lease, for limited purposes[12] which do not apply here[13]. There is no power in section 61 of the Reserves Act for the Council to grant a licence[14].

[10] The 1989 reorganisation of local authorities included, among other things, the abolition of the Springston South Domain Board and the responsibility for governance of the reserve was transferred to the Council at that stage. The Council administered the reserve in conjunction with the Springston South Domain Committee until 2011, and then on its own thereafter.
[11] Although this section refers to "the Commissioner", this is now the Director General of Conservation, see s2 of the Reserves Act 1977.
[12] The limited purposes are community building, playcentre, kindergarten, Plunket room, or other like purposes, and for farming, grazing, cultivation, cropping, or other like purposes.
[13] Section 61(3) Reserves Act 1977
[14] The Minister can grant a licence by way of concession, s59A Reserves Act, but not the Council. Also see *Otaua Coastal Preservation Inc v Far North District Council* [2018] NZCA 262, a case involving the Reserves Act 1977. Of the ability to grant licences under the Reserves Act the Court noted "The power to grant licences is more constrained than the leasing power." At [97].

7. In 1999 Buddle Findlay provided advice to Council that the power to grant a licence for the USH is pursuant to s168(2) of the Reserves and Other Lands Disposal and Public Bodies Empowering Act 1924 (**ROLD Act**).

8. Section 168 of the ROLD Act provides (**bolding** mine):

   (1) Notwithstanding anything to the contrary in section thirty-four of the Public Reserves and Domains Act 1908, the Governor-General or the Minister of Lands may grant leases under that section over that part of the Lake Ellesmere Domain hereinafter described authorising the lessees to erect dwellings on the lands comprised in such leases, subject to the following provisions of this section and such other terms and conditions as he thinks fit.
   (2) Subject to the other provisions of this section, **the Lake Ellesmere Domain Board[15] may grant licences over the aforesaid part of the said domain authorizing the licensee to occupy the land the subject of the licence and to erect dwellings thereon; such licences shall contain such terms and conditions as the Board thinks fit.**
   (3) …
   (4) Every lease or licence granted under this section shall provide for the erection within a specified time on the land comprised therein of a building of a design and in accordance with plans and specifications to be approved by the Lake Ellesmere Domain Board, and may contain conditions, covenants, and restrictions with respect to the use and occupation of the land and dwellings, and as to the performance by the lessees of the same to the satisfaction of the said Domain Board.

9. Only the Governor General or the Minister of Lands can grant a lease, s168(1). The Council can only grant a licence, s168(2).

10. The grant of a licence to occupy under the ROLD Act is "subject to the other provisions of this section", s168(2). The relevant provisions in s168 are:

    (i) No lease or licence can be granted over any allotment exceeding [16] "twenty perches"[17]
    (ii) Huts are to be built within a specified time, with a design in accordance with plans and specification to be approved by the Council[18]
    (iii) The licence shall contain such terms and conditions as the Council thinks fit[19]; and
    (iv) The lease or licence may contain such conditions, covenants and restrictions with respect to the use and occupation of the land and dwelling and as to the performance by the lessees to the satisfaction of the Council[20].

11. The ROLD Act has never been repealed and is still in force. It was referred to as the relevant governing legislation for the USH in a 1979 case *Downes v Commissioner of Crown Land* (an

[15] The Council now has the powers of the Lake Ellesmere Domain Board.
[16] Section 168(3) ROLD Act
[17] This translates to 505.85m2.
[18] Section 168(4) ROLD Act. An example of that type of licence conditions was referred to in the case *Downes v Commissioner of Crown Lands* – condition 7 of the licence in issue required that if a licence was granted over a section on which no fishing hut was erected, the Board could require a licence to erect a fishing hut within three calendar months.
[19] Section 168(2) ROLD Act
[20] Section 168(4) ROLD Act

appeal against the refusal of the Springston South Domain Board to approve certain building proposals)[21].

12. The ROLD Act contains the power to grant a licence to occupy the reserves but it doesn't mention a specific term. The reserve itself is still administered and managed under Reserves Act 1977, which remains relevant, including when considering the term of any licence.

13. **Summary**: The only power for Council to grant a licence over the reserve is under the ROLD Act but the reserve itself is still managed under the Reserves Act, which remains relevant, in relation to the term of licence and administration and management of the reserve.

What term can be granted?

14. At its 5 March 2025 meeting, the Council noted legal constraints in the Reserves Act 1977 limit licences to a maximum of 33 years. Council considers it cannot grant a licence longer than this period[22].

15. As set out above, Council can only grant licences under the ROLD Act. There is no provision limiting the term for licences under the ROLD Act, nor any guidance as to an appropriate term.

16. The reserve is still under the umbrella of the Reserves Act 1977[23], so relevant considerations to guide what term is appropriate (alongside s168 of the ROLD Act) would include[24]:
    (i) the overarching purpose of the Reserves Act;
    (ii) the specific reserve classification i.e. local purpose reserve for hut settlement; and
    (iii)lease and licence terms available for various reserve types under the Reserves Act.

17. Under the Reserves Act, the following terms can be granted:

    (i) A lease over a historic reserve for a term not exceeding 33 years[25], with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple[26].

[21] *Downes v Commissioner of Crown Lands* SC Christchurch 7/78 [1979] NZHC 208 (8 November 1979). Interestingly, the Judge notes that "No formal written licence is apparently issued. The conditions are drawn to the attention of prospective licensees by the application form which requires a signature by the assignee over an acknowledgement that he has read the conditions under which the licence is held as printed on the back and undertaking if the transfer be approved to comply with the conditions."
[22] Section 61 Reserves Act 1977
[23] The ROLD Act only gives statutory authority to grant leases and licence over what was a recreation reserve to erect, use and occupy huts but other relevant provisions of the Reserves Act 1977 continue to apply.
[24] Also relevant at an individual licence holder level will be any major non-compliance with essential licence terms and conditions e.g. persistent nonpayment of rent.
[25] Also relevant is if a lease is granted for a term of 35 years or more, this is deemed to be a subdivision for the purposes of the Resource Management Act 1991. Most leases are for less than 35 years to avoid this complication. A renewal of a lease is considered a new lease, so a renewal for 33 years after an initial 33-year term is not additive – it is not a 66-year term.
[26] For domestic residential purposes or for the carrying on of any activity, trade, business, or occupation in any building or on any specified site within the reserve and grant leases of any such building or site for any such purpose or purposes, s58A(4)

(ii) A lease over a local purpose reserve for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple[27].

(iii) Leases and licences over scenic and recreation reserves for 33 years with the "ability for further similar terms to be granted[28].

(iv) Where a recreation reserve is not being used/not likely to be used, a lease can be granted for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple,[29].

18. The longest term for a lease is 33 years, with a right of renewal, and in perpetuity; and for licences, 33 years, with the ability for further similar terms to be granted. For licences, "terms" is plural – it is not restricted to one further term of 33 years.

19. As the reserve is a local purposes reserve, section 61 of the Reserves Act is relevant. Reading the ROLD Act and section 61 of the Reserves Act together, a licence[30] can be granted for a term not exceeding 33 years, with or without a right of renewal[31], perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple.

20. Council has a discretion within the above, but technically there is no limit on the term of a licence for the USH under the Reserves Act 1977.

21. Also relevant in deciding what term is appropriate is the purpose of Local Government Act 2002 (LGA 2002). There are dual purposes[32] under the LGA 2002:

(i) To provide for democratic and effective local government that recognises the diversity of New Zealand communities – in this case it would be the diversity of Upper Selwyn Huts community[33]; and

(ii) To promote the social, economic and cultural well-being of communities in the present and for the future[34]. Here, it is the well-being of the Upper Selwyn Huts community that is relevant both in the present and more particularly in the future.

22. Given Council must manage the reserve for its specific purpose, and in accordance with the broader purposes of the Local Government Act 2002, in the absence of reasons to grant a shorter

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[27] For a community building, playcentre, kindergarten, Plunket room, or other like purposes: and for farming, grazing, cultivation, cropping, or other like purpose, s61(2B).
[28] See Schedule 1 for details of specific types of leases and licences.
[29] For farming, grazing, afforestation, s73(3) and Schedule 1.
[30] In accordance with the ROLD Act, Council can only grant a licence, not a lease.
[31] A right of renewal normally contemplates the grant of a new lease/licence but this is exercisable as a condition of the lease/licence document itself. The only limit is usually that lessor or licensor is satisfied that the terms and conditions of the lease or licence have been complied with. See e.g. Schedule 1 Reserves Act 1977.
[32] Section 3 and 10 Local Government Act 2002.
[33] Being a New Zealand community, as set out in section 3 Local Government Act 2002
[34] Section 10(1)(a) Local Government Act 2002

or finite term, Council should grant licences for a term consistent with the continued existence of the hut settlement.

23. **Summary**: Reading the ROLD Act and section 61 of the Reserves Act together, there is no limit on the term of a licence that can be granted for the USH. ~~under the ROLD Act so it . Guidance under the Reserves Act indicates I~~ Licences can be granted for up to 33 years, with the ability for further similar terms to be granted, with no limit specified. The specific reserve purpose is relevant to consider (for hut settlement purposes) alongside the relevant purposes of the LGA 2002 to recognise the diversity of the Upper Selwyn Huts community[35] and to promote the social, economic and cultural well-being of that community both now and for the future[36].

(ii) Council not bound by 2019 resolution to require a finite term

24. Residents are concerned Council is still relying on its May 2019 Resolution to justify imposing a finite term i.e. 'Hut licences and subsequent renewals are short term and ultimately for a finite period". The proposed 15-year finite term in 2024 flowed from this 2019 Resolution.

25. Reasons residents consider Council is still relying on this Resolution to justify a finite term for the next phase of consultation options include:

    (i) On 5 March 2025 the Council publicly excluded workshop about the Selwyn Huts states under the heading "Guiding principles and assumptions" [37]:

    The Deed of Licence is finite (regardless of whether this involves triggers or a set date).

26. The meeting Agenda for this meeting (21 May 2025) includes four (4) references to either the 2019 Resolution and/or a finite term – sections 3.3.5, 3.3.7, 4.11 and section 5.2.

27. The most concerning item is under the heading **Licence Term Options,** where section 5.2 states:

    On 8 May 2019 Council unanimously determined that 'Hut licences and subsequent renewals are short term and ultimately for a finite period'.

28. Section 5.3 goes on to state "This section of the consultation aims to satisfy Council's direction to provide long-term certainty for the licence holders."

29. Section 5.4 sets out:

    "The consultation asks the following two questions:

    (i) Please select your preferred licence term from the options below
    o Option A: Fixed term of 5 years with a final, non-renewable expiry date. Why is this your preferred option?
    o Option B: A single fixed term of 30 years with a final, non-renewable expiry date. Why is this your preferred option?
    o Option C: Rolling 10-year terms with the ability to renew, up to a maximum of 30 years total (10 + 10 + 10 years). Why is this your preferred option?

[35] Being a New Zealand community, as set out in section 3 Local Government Act 2002
[36] Section 10(1)(a) Local Government Act 2002
[37] Page 29

(ii) Do you have any other feedback?"

30. It seems clear the finite options included above flow from both Council's view that the Reserves Act limits the term of licences and the 2019 Resolution reference to a finite term is still binding, even though process that flowed from that and the resulting 15-year finite term have been paused. It is also unclear whether Council has considered the relevant purposes of the LGA 2002.

31. As set out in my correspondence to Council dated 23 May 2024, Council reference to (and reliance on) a "finite term" for the USH licences is misguided, factually and legally:

    (i) It arose out of the Council's 2019 Resolution made in the context of issues with funding of and solutions for wastewater.
    (ii) As the wastewater issue has been resolved this is no longer an issue and cannot be used as justification for a short (or finite) term.

32. I also note that in the Council minutes from the 24 July 2024 meeting, two of the resolutions were to:

    (i) engage with the USH community through to 1 March to develop a proposal concerning the future licensing arrangements for the USH; and

    (ii) pause the current USH process that would have resulted in a deed of licence (DOL) being issued for a maximum total of 15 years.

33. A potentially shorter term (via a longer term with triggers) could be justified if there was an imminent threat to the huts from e.g. climate change. Given the recent findings of Aqualinc and the Jacobs Report[38] that there is no pressing risk in the next 30 or so years, this cannot be used as justification for a short (or finite) term.

34. If any issues arise which are backed by scientific evidence, these could be accommodated by environmental trigger(s) conditions in the licence.

35. **Summary**: Council should not rely on the 2019 Resolution to justify a finite term. There also aren't any reasons e.g. climate change, that would justify a shorter, finite term.

(iii) Purpose of the reserve and historic values

36. The overarching purpose of the Reserves Act is set out in section 3[39]:

    It is hereby declared that, subject to the control of the Minister, this Act shall be administered in the Department of Conservation for the purpose of—

[38] Presented to Council in a public excluded Councillor Workshop, on 5 March 2025, the report stated "One of the key drivers for retreat was the anticipated impacts from climate related hazards. SDC have since received technical presentations from Environment Canterbury and Aqualinc that show **the risk is not as significant as previously thought**. Given this, the work and related engagement process, are currently on hold pending further direction from the Council after a review of the updated information.

[39] Section 3(1) Reserves Act

(a) providing, for the preservation and management for the benefit and enjoyment of the public, areas of New Zealand possessing—

(i) recreational use or potential, whether active or passive; or
(ii) wildlife; or
(iii) indigenous flora or fauna; or
(iv) environmental and landscape amenity or interest; or
(v) natural, scenic, historic, cultural, archaeological, biological, geological, scientific, educational, community, or other special features or value.

37. The purpose of a local purpose reserve is[40]:

> It is hereby declared that the appropriate provisions of this Act shall have effect, in relation to reserves classified as local purpose reserves for the purpose of providing and retaining areas **for such local purpose or purposes as are specified in any classification of the reserve.**

Hut settlement

38. At the request of the Council[41], the reserve where the huts are situated was reclassified by DoC in 2015 from recreation reserve to "local purpose reserve for the purpose of hut settlement", "which would more accurately define its current use"[42]. The Council decided what the purpose of the reserve was to be, and DoC approved it.[43]

39. "Hut settlement" isn't defined or further described in the Reserves Act. The ordinary meaning of "settlement" includes "a community formed by members of a group, esp. of a religious sect.[44]" "Religious sect" is not applicable here, but the idea of a community formed by members of a group is. "Community"[45] is defined as "a group of people living in one locality".[46]

40. The purpose of the reserve is clearly focussed on the community of people who live at the Upper Selwyn Huts.

41. The reserve purpose (hut settlement) is also reflected in the current Licences which state (**bolding** mine):
    (i) Clause 1.1 "Licence" means **permanent licence** (as described in Schedule 1) granted by the Licensor to the Licensee under this licence.
    (ii) Under the heading TYPE OF LICENCE, Clause 4.1provides:

> The various lots on the Reserve have been set aside by the Licensor to be granted to Licensees as: …(a) **permanent licences**,
> and the type of Licence granted to the Licensee is specified in Schedule 1.

    (iii)Schedule 1 Item 12. Licence Type**: Permanent**.

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[40] Section 23 Reserves Act
[41] See letter dated 11 March from DoC to the Council. DoC "has consented to your proposed classification".
[42] E-mail from Selwyn District Council 4 May 2009 (it is unknown who it is to, as that is redacted).
[43] See e-mail from DoC to the Council on March 31, 2010, where DoC informed the Council, it needed to decide what it considered to be the most appropriate classification given its current use. DoC suggested local purpose (community purposes). By October 2009, the Council has decided the area would be reclassified as Local purpose (hut settlement), see letter from the Council to DoC 23 October 2009.
[44] Collins Shorter English Dictionary, Harper Collins 1994
[45] Collins Shorter English Dictionary Harper Collins 1994
[46] Collins Shorter English Dictionary Harper Collins 1994

(iv) Schedule: **Permanent** licences terms and limitations on use**:**
The Licensee may **permanently occupy** the Lot and reside in the hut in accordance with the terms and conditions of the grant of licence provided in this Licence.

42. Residents advise there are precedents for licence renewals over 130 years. Even though the licences have been for 5-year terms with rights of renewals, Residents always understood the renewals to be for the purpose of "refreshing" licence terms and conditions, not anything to do with the term itself, which Residents have always understood was permanent.

43. The Department of Conservation also verbally told residents they should be able to stay long term with the reclassification to local purpose hut settlement.

Historic features

44. Section 23(2) of the Reserves Act provides that having regard to the specific local purpose for which the reserve is classified, each reserve shall be managed so that where there are…**historic features present**, those features shall be managed and protected to the extent compatible with the primary purpose of the reserve.

45. The historic features and values of the reserve have been assessed by Under Over Architecture Ltd (UOA) in their Statement of Significance[47]. There are significant heritage/historic values present at the Upper Selwyn Huts[48], which include

(i) taken as a whole the USH retain a high degree of integrity, which is not necessarily tied to the structure of individual buildings, but to the historic identity of the community as a whole.
(ii) the group value of the USH is integral to its heritage significance.
(iii) the current owners and occupiers retain a particularly high sense of esteem for the historic values of the settlement and form a united community.
(iv) the USH community retains significance for the families, owners and occupiers; and

46. These specific values also link to the purpose of the reserve, which focuses on the community.

47. UOA recommends the Upper Selwyn Huts remain on their current site; that they are entered on HNZPT's List/Rārangi Korero as a historic area; and that they are added to SDC's District Plan heritage schedule.

(iv) Powers and obligations of Council

Functions of Council

48. The Minister of Conservation appoints a local authority to control and manage a reserve "for better carrying out the purpose of any reserve", for the **particular purpose for which it was classified**[49].

[47] The Report is still in draft at the date of this opinion, but the findings are not expected to change.
[48] See Appendix Two for a summary.
[49] Section 28(1) of the Reserves Act (appointment to control and manage). The local authority can also expend and apply money in controlling and managing the reserve in accordance with the particular purpose for which the reserve is classified, s28(1) Reserves Act.

49. The functions of administering bodies include[50] to ensure the use, enjoyment, development, maintenance, protection and preservation as the case may require, of the reserve **for the purpose for which it is classified**[51].

50. There is a high standard expected of administering bodies to "ensure" the use, enjoyment etc. of the reserve and also a clear focus on the specific purpose for which a reserve has been classified. This should guide the Council in any decision making about the reserve, the huts and the community living in the huts, particularly the term of any licence.

51. **Summary**: Given the purpose of the reserve is a "hut settlement", and given the Council must ensure use and enjoyment of the reserve for the purpose for which it has been classified, in the absence of justifiable reasons to grant a shorter or finite term, the Council should grant a licence for a term consistent with the continued existence of the hut settlement.

(v) Options

52. Following the July 2024 Council meeting where Council resolved to engage with the community to develop a proposal concerning future licencing arrangements, consultation was undertaken and included four licence holder meetings, four Committee meetings and five drop-in sessions with other residents[52]. The range of options Councillors considered were:

(i) Option 1: Fixed year term less than 33 years with clear retreat conditions.
(ii) Option 2: Triggers with a fixed term (e.g. environmental factors determining relocation)
(iii) Option 3: Triggers with no end date, relying on environmental conditions.
(iv) Option 4: 5-year rollover.

53. The majority of councillors supported Option 2 (Triggers with a fixed-term duration).The duration discussed leaned towards 20-33 years with transfer options to be made clear prior to the end date to provide certainty for the community.

54. Given:

(i) Council is not bound by any finite licence term under the ROLD Act or the Reserves Act;

(ii) The Reserves Act indicates a licence for more than one term of 33 years can be granted, with no specific end date;

(iii) Council is not bound by its 2019 Resolution to only consider a finite term;

(iv) The purpose of the local purpose reserve is "hut settlement", which includes the notion of a community of people living together;

(v) There are specific historic values of the reserve relevant to consider, which includes a focus on the community;

[50] In accordance with the Act and the means at its disposal
[51] Section 40 Reserves Act.
[52] Public excluded Council Workshop 5 February 2025.

(vi) A function of the Council is to ensure the reserve is used and enjoyed for the purpose for which it is classified;

(vii) Council must consider the dual purposes of the LGA 2002 and recognise the diversity of the Upper Selwyn Huts community[53] and promote the social, economic and cultural well-being of that community both now and for the future[54];

(viii) Given the reserve purpose is "hut settlement", and in accordance with the broader purposes of the Local Government Act 2002, in the absence of justifiable reasons to grant a shorter or finite term[55], Council should grant a licence for a term consistent with the continued existence of the hut settlement;

~~55.~~ Residents seek a licence term of 30 years with rights of renewal for further terms of 30 years, subject to environmental triggers (specific triggers to be agreed) ~~Residents seek Option 3 from the July 2024 Council meeting be added as Option four to the options to be consulted on[56]. Option 3 seems the most appropriate:~~

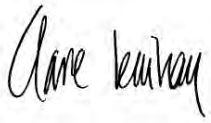
~~*Triggers with no end date, relying on environmental conditions.*~~

B. Significance and Engagement

Confirm this issue continues to be classed as "significant", as classified in 2024 by Council.

56. It is unclear why Council staff consider this issue is now "moderate". The circumstances surrounding the categorisation of the issue as "significant" in 2024 have not changed, so the categorisation should stay the same. This means the Special Consultative Procedure should be used/continue to be used and more time is needed for that. Kirrily Fea will talk about this in more detail.

Clare Lenihan



Barrister

[53] Being a New Zealand community, as set out in section 3 Local Government Act 2002
[54] Section 10(1)(a) Local Government Act 2002
[55] E.g. flooding, climate change, health and safety, persistent breach of fundamental terms and conditions of Licence
[56] Section 5.2 of the Council Agenda.

Appendix One – Section 61 Reserves Act 1977

Section 61 Powers (including leasing) in respect of local purpose reserves

(1) The administering body of a local purpose reserve may, in the exercise of its functions under section 40, do such things as it may from time to time consider necessary or desirable for the proper and beneficial management, administration, and control of the reserve and for the use of the reserve for the purpose specified in its classification.
(2) The administering body, in the case of a local purpose reserve that is vested in the administering body, is hereby declared to be a leasing authority of that reserve for the purposes of the Public Bodies Leases Act 1969.
(2A) In addition to the powers of leasing conferred by subsection (2), the administering body, in the case of a local purpose reserve that is vested in the administering body, may lease all or any part of the reserve to any person, body, voluntary organisation, or society (whether incorporated or not) for any of the following purposes:

(a) community building, playcentre, kindergarten, plunket room, or other like purposes:
(b) farming, grazing, cultivation, cropping, or other like purposes.

(2B) A lease granted pursuant to subsection (2A) shall be subject to the following provisions:

(a) the lease shall be for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple, and, subject to paragraph (b), shall be on such other conditions as the administering body determines:
(b) the lease shall include a condition that the land leased shall be used solely for such purposes as are specified in the lease, and that upon breach of that condition the administering body may terminate the lease in such manner as is prescribed or implied in the lease, whereupon the land, together with all improvements, shall revert to the lessor without compensation being payable to the lessee for improvements or otherwise.

(3) The powers of leasing conferred on an administering body by this section shall, with respect to any local purpose reserve which is not vested in an administering body, be exercised by the Commissioner.

Appendix Two – Heritage Values

1. USH obtained a Statement of Significance from Under Over Architecture Ltd (**UOA**), in relation to the heritage values of the USH. Findings in the report included:

    a. the USH have significant architectural values and increasingly high rarity values.
    b. the USH are highly representative not only of early fishing hut communities but small New Zealand holiday spots.
    c. taken as a whole the USH retain a high degree of integrity, which is not necessarily tied to the structure of individual buildings, but to the historic identity of the community as a whole.
    d. the group value of the USH is integral to its heritage significance.
    e. the current owners and occupiers retain a particularly high sense of esteem for the historic values of the settlement and form a united community.
    f. the USH community retains significance for the families, owners and occupiers; and
    g. the USH are extremely vulnerable given the Council is seeking to terminate the leases to the land on which the community is built.

2. UOA recommends[57] that because of the heritage values the Upper Selwyn Huts:
    a. remain on their current site.
    b. are entered on Heritage New Zealand Pouhere Taonga's (HNZPT's) List/Rārangi Korero as a historic area; and
    c. are added to SDC's District Plan heritage schedule.

.

[57] UOA also notes that HNZPT is opposed to the demolition of historic buildings, except for cases where it is unavoidable due to the structure being beyond repair. Demolition is viewed as inconsistent with sustainable management of resources and as an irreversible removal of cultural heritage that is often regretted in the future.

Submitter Number: 61

Full Name: Jo Glynn
Organisation:
Wish to speak to the submission: Yes

What is your connection or interest to Upper Selwyn Huts?

Other
My family own a hut at the USH

What is your interest in the area?

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options

Please explain the reason for your selection:

Do you have any other feedback on licence terms?
Yes

Please add your comments

None of these options are acceptable to me as they are all non-renewable or finite terms.

Our community raised funds for a Barrister's legal opinion on the Council's legal obligations as administrators of the USH and their ability to grant a renewable licence. Please refer to opinion attached.

As such, I request a licence term of 30 years with the rights of renewal subject to environmental triggers (specific triggers to be agreed in the future).

It is very disappointing to see these limited options given the previous consultation that has taken place and the legal opinion submitted to the Council.

The legal opinion attached confirms that the Council is not bound by any finite licence term and can grant a licence for more than one term of 33 years under the ROLD Act 1924 or the Reserves Act 1977. The Council have not provided any justification to support the need for a finite term.

The Council has also confirmed that they are not bound by the 2019 resolution that hut licences are short term and ultimately finite.

In addition, the Council appear to be ignoring their legal obligations as administrator of a local purpose reserve for the purpose of hut settlement which includes the notion of community. You have a have legal obligation to protect and preserve this local purpose reserve and ensure it is used and enjoyed for hut settlement purposes. Other legal obligations also include “protecting its historic values; recognising the community’s diversity; and promoting the social, economic and cultural well-being of its community, both now and into the future”.

The Council have a social responsibility to the families and individuals who live at the Upper Selwyn Huts. It is difficult to comprehend why the Council are attempting to remove the community by placing a finite term on our licence when all independent evidence and reports (commissioned by the Council – Jacobs, Aqualink and ECan) do not provide a reason to do so.

Why then, are you moving towards disestablishing a suburb of the Selwyn district and possibly making people homeless FOR NO REASON? The levels of stress and anxiety this has caused our community is immense. The battle to be heard and be part of a solution has been very difficult. The community participated in good faith for the latter part of 2024 only to find that the conclusions reached at the end of 2024 have been largely ignored as we move into this consultation.

Without robust evidence to support the reasons and need for a finite licence, the Council are failing in their role to enable democratic decision-making by and for communities. You cannot remove a community for no reason and before any climate related issues have occurred without justification.

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:

Flooding affecting access is not a major issue for the community and certainly not a valid reason to warrant retreat. Flooding is a nation-wide issue from time to time and does not lead to suburban areas being disestablished. This event should not be included here.

The USH are not the only users of this road and this road will always be required to access the lake. The Council has a responsibility to do this. Again, flooding/damage is a nation-wide issue and solutions can always be found, this event should not be included here.

The USH should be treated the same as everyone else in the Selwyn district is if they are temporarily cut off.

As per the Jacobs report, environmental triggers and thresholds require more scientific investigation and clear explanation and rationale for the community. This has not been done so I am unsure why specific triggers are included in this Consultation.

The events listed here are inappropriate, vague and open to different interpretation. This could give the Council power to terminate licences unnecessarily. Flooding of a road should NOT be a reason to terminate a licence.

Reference to environmental events leading to an early licence end should only consider a significant event causing serious damage to homes and/or people. If this resulted in confirmation from an independent body, that the USH is permanently uninhabitable, a licence end date could be mutually agreed upon.

Are there any additional events that you think should be considered?
No
Please add your comments:

I would like to point out that the USH is not located on the shores of Lake Ellesmere but is 4km away.

The Upper Selwyn Huts does not have a history of flooding.

Forcing a retreat on a community BEFORE there is any imminent threat is not good decision making as per the Local Government Act which states one of the purposes of local government is to “promote the social, economic, environmental, and cultural well-being of communities in the present and for the future”.

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments

A discussion with the community about the next steps. Many issues can be mitigated and it is very obvious this community is committed and prepared to work towards solutions wherever they can to ensure their security of tenure. There are many different mitigation options that could be considered but none have been investigated to my knowledge. The Council should be working with the community to address any issues and not against.

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
Yes
Please add your comments

It is likely there will be some genuine hardship in the community when the Council imposes the possibly significant increases in rates and licence fees. To add a bond requirement at this time would be unfair.

Please add your comments:

We haven't paid a bond in the 104 years our hut has been in our family. We are requesting a renewable licence and in line with the past, this bond should not be required.

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
Yes

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?
Only when there's a complaint or issue raised
Other

Please add your comments:

The Council are administrators of the land and can inspect the land. I cannot see any requirement for this to be done on a regular basis.

I don’t understand why the Council would inspect the buildings that are owned by the licence holder, do they inspect buildings owned by individuals in the district without due cause? I very much doubt they do. Our community should be treated the same as other communities in the district and only inspect buildings with due cause.

Do you think the checklist covers the right things?
No
Please specify what you would change

The Building Condition – External section should not be included. The buildings are privately owned and I am not convinced of the Council’s legal justification to carry out building inspections. The Council will be challenged on their legal justification for inspections of a building without due cause.

Why is this being raised now? Our hut has not been inspected for the last 104 years. The Council have been in the role of administrator for many years, why have they failed to do this before now if it is so important for legal reasons?

The draft inspection list in the consultation document specifies that the Housing Improvement Regulation Act 1947 applies (unless a house has been built more recently to recent building codes) but the draft DOL included in 2025-03-05 Councillor PX Workshop Agenda states the following:

9. LICENSOR INSPECTION PROGRAMME

9.1 Scheduled inspection: The Licensee acknowledges and agrees that within twelve (12) months of the Commencement Date of this Licence the Licensor on not less than ten (10) Working Days' notice may:

(a) complete an inspection of the Lot, the existing hut and any other structures on the Lot to determine compliance with relevant legislation (including but not limited to the Building Act 2004, the Resource Management Act 1991, the Reserves Act 1977 and the Health and Safety at Work Act 2015); and

(b) enter the Lot for the purposes of completing this inspection and any follow up inspections which may be required.

9.2 Report: Following completion of the inspection, the Licensor may provide a written report to the Licensee of any remedial works required to the existing hut and other structures on the Lot to ensure compliance with all relevant legislation.

9.3 Remedial works: The Licensee agrees, at its cost, to complete all remedial works required within the timeframe advised by the Licensor and Licensee as part of the inspection programme. If the Licensee does not complete the remedial works required within the advised timeframe, the Licensor may at its sole discretion terminate this Licence by giving no less than sixty (60) Working Days' notice to the Licensee.

I appreciate this is only in draft but more clarification is required and should have been included in the consultation document. Are all of the Acts listed above going to be in play? Does an inspection of 'the existing hut' allow an internal inspection?

I object strongly to any building inspection.

This should NOT be a reason to terminate a licence. If this was removed from the DOL, the building inspection would be received more favourably.

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication

Support and advice would be appreciated and a mutually agreed time-frame to carry out any remediations when addressing issues on the lot.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

I would like to remind Council of one of their guiding principles – 'Ensuring that no one is made homeless'.

Clare Lenihan LLB, MusB

ENVIRONMENTAL & PUBLIC LAW BARRISTER

20 ~~May~~ June 2025 NB. This Letter has been updated for Upper Selwyn Huts Residents to include as part of their submissions to Selwyn District Council consultation on future licences. It has not been sent directly to Council. Also note the comments on significance and engagement are no longer relevant, given consultation has commenced.

Chief Executive
Selwyn District Council
2 Norman Kirk Drive
Rolleston 7643
Att: Sharon Mason

Without Prejudice

C/- Mark Odlin, Buddle Findlay.
Cc Mayor and Councillors

By e-mail: mark.odlin@buddlefindlay.com

Dear Sharon,

Re: Upper Selwyn Huts – Council meeting ~~21 May~~ September 2025 - process for further consultation on options for the future of Upper Selwyn Huts and Licence term

1. I represent the Upper Selwyn Huts residents (the Residents).

2. In terms of the Council meeting 21 May 2025, the Residents have asked me to address their concerns around:

   (i) the proposed licence term options (three) for consultation, which only have finite terms (5 years or 30 years) These finite terms unnecessarily restrict options the Council has and likewise restrict options for consultation with the community; and

   (ii) the downgrading of the significance of this issue by Council to "moderate" from "significant".

3. For the detailed reasons set out in this letter, in summary the Residents seek Council (specific requests in *italics*):

   A. Licence Term options

   Residents seek a licence term of 30 years with rights of renewal for further terms of 30 years, subject to environmental triggers (specific triggers to be agreed) ~~*Add a fourth option for consultation regarding the Licence term i.e. "Triggers with no end date, relying on environmental conditions."*~~

   Reasons:

   (i) Council is not bound by a specific finite term under the ~~Reserves Act – these licences are granted under the~~ Reserves and Other Lands Disposal and Public Bodies Empowering Act 1924 (the **ROLD Act**). The provisions in the ROLD Act authorising building huts on the

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reserve were enacted as no lease could be granted under the relevant legislation at the time [1] for buildings over reserves, nor granted for a term longer than 21 years. The ROLD Act specifically overrides these two limits. **There is no limit on term under that Act**.

(ii) Council is also not bound to have a finite term by virtue of its 2019 resolution that said licences should be short term and finite. The reasons for that resolution (wastewater) no longer apply. Council also resolved in July 2024 to pause the process under which a finite term of 15 years was proposed (which relied on the 2019 resolution).

(iii) In deciding the appropriate term, it is important to consider the purpose of the reserve. In 2015 the Council sought the Crown (Department of Conservation) change the reserve purpose from recreation to – **local purpose reserve for hut settlement purposes**. This is very specific, and "hut settlement" includes the idea of a **community of people**. There are also significant historic/heritage values to consider, which also focus on the community.

(iv) The Reserves Act provides for leases and licences to be issued for terms of up to 33 years, with or without a right of renewal[2] (which is included as a condition of the lease or licence), perpetual or otherwise, for the same or any shorter term[3]. A renewal option means a condition is included the licence that if at the end of the term the licensee has complied with all the terms and conditions, they can opt to exercise a right of renewal for a further term of e.g. 33 years (Council must then grant a further term of 33 years).

(v) When reading the ROLD Act and relevant Reserves Act provisions together[4], Council can grant a licence[5] for a term not exceeding 33 years, with or without a right of renewal[6], perpetual or otherwise. Council has a discretion to decide the term (not greater than 33 years at any one time) and whether to include a renewal option in the licence. The total term, including renewals could be up to e.g. 66 years, or 99 years (but the term is no greater than 33 years at one time). Technically **there is no limit on the total term of a licence for the USH under the Reserves Act 1977.**

(vi) In deciding what term is appropriate Council should consider not only the purpose of the Reserves Act and the particular reserve purpose (for hut settlement purposes), but also, as part of its broader role, the dual purposes in the Local Government Act 2002[7]. These dual purposes include recognising the diversity of the Upper Selwyn Huts community[8] and promoting the social, economic and cultural well-being of that community both now and for the future[9].

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[1] The Public Reserves and Domains Act 1908, section 34.
[2] A right of renewal normally contemplates the grant of a new lease/licence but this is exercisable as a condition of the lease/licence document itself. The only limit is usually that lessor or licensor is satisfied that the terms and conditions of the lease or licence have been complied with. See e.g. Schedule 1 Reserves Act 1977.
[3] It varies depending on lease types and the specific activity proposed.
[4] Section 168 ROLD Act and Section 61 Reserves Act 1977
[5] In accordance with the ROLD Act, Council can only grant a licence, not a lease.
[6] A right of renewal normally contemplates the grant of a new lease/licence but this is exercisable as a condition of the lease/licence document itself. The only limit is usually that lessor or licensor is satisfied that the terms and conditions of the lease or licence have been complied with. See e.g. Schedule 1 Reserves Act 1977.
[7] Section 3 and 10 Local Government Act 2002.
[8] Being a New Zealand community, as set out in section 3 Local Government Act 2002
[9] Section 10(1)(a) Local Government Act 2002

(vii) Given Council must manage the reserve for its specific purpose, and in accordance with the broader purposes of the Local Government Act 2002, in the absence of reasons to grant a shorter or finite term, Council should grant licences for a term consistent with the continued existence of the hut settlement.

B. Significance and Engagement

Confirm this issue continues to be treated as "significant", as classified in 2024 by Council.

Reason:

It is unclear why Council staff consider this issue is now "moderate". The circumstances surrounding the categorisation of the issue as "significant" in 2024 have not changed, so the categorisation should stay the same. This means the Special Consultative Procedure should be used.

Detailed reasons and background

A. Licence term options

(i) Council not bound by finite term under the Reserves Act 1977

Under what Act is the power to grant a lease or licence?

4. The Crown is the registered proprietor of the reserve, and the Department of Conservation (**DoC**) is the responsible department. The Selwyn District Council (**the Council**) is the administering body for the reserve under the Reserves Act 1977 and has managed the reserve since its appointment in 1989[10].

5. The Council has advised it grants the USH Licences to Occupy pursuant to section 61 of the Reserves Act (set out in Appendix One), which sets out the powers (including leasing) in respect of local purpose reserves.

6. As the reserve is not vested in the Council, only the Commissioner[11] can grant a lease, for limited purposes[12] which do not apply here[13]. There is no power in section 61 of the Reserves Act for the Council to grant a licence[14].

[10] The 1989 reorganisation of local authorities included, among other things, the abolition of the Springston South Domain Board and the responsibility for governance of the reserve was transferred to the Council at that stage. The Council administered the reserve in conjunction with the Springston South Domain Committee until 2011, and then on its own thereafter.
[11] Although this section refers to "the Commissioner", this is now the Director General of Conservation, see s2 of the Reserves Act 1977.
[12] The limited purposes are community building, playcentre, kindergarten, Plunket room, or other like purposes, and for farming, grazing, cultivation, cropping, or other like purposes.
[13] Section 61(3) Reserves Act 1977
[14] The Minister can grant a licence by way of concession, s59A Reserves Act, but not the Council. Also see *Otaua Coastal Preservation Inc v Far North District Council* [2018] NZCA 262, a case involving the Reserves Act 1977. Of the ability to grant licences under the Reserves Act the Court noted "The power to grant licences is more constrained than the leasing power." At [97].

7. In 1999 Buddle Findlay provided advice to Council that the power to grant a licence for the USH is pursuant to s168(2) of the Reserves and Other Lands Disposal and Public Bodies Empowering Act 1924 (**ROLD Act**).

8. Section 168 of the ROLD Act provides (**bolding** mine):

   (1) Notwithstanding anything to the contrary in section thirty-four of the Public Reserves and Domains Act 1908, the Governor-General or the Minister of Lands may grant leases under that section over that part of the Lake Ellesmere Domain hereinafter described authorising the lessees to erect dwellings on the lands comprised in such leases, subject to the following provisions of this section and such other terms and conditions as he thinks fit.
   (2) Subject to the other provisions of this section, **the Lake Ellesmere Domain Board[15] may grant licences over the aforesaid part of the said domain authorizing the licensee to occupy the land the subject of the licence and to erect dwellings thereon; such licences shall contain such terms and conditions as the Board thinks fit.**
   (3) …
   (4) Every lease or licence granted under this section shall provide for the erection within a specified time on the land comprised therein of a building of a design and in accordance with plans and specifications to be approved by the Lake Ellesmere Domain Board, and may contain conditions, covenants, and restrictions with respect to the use and occupation of the land and dwellings, and as to the performance by the lessees of the same to the satisfaction of the said Domain Board.

9. Only the Governor General or the Minister of Lands can grant a lease, s168(1). The Council can only grant a licence, s168(2).

10. The grant of a licence to occupy under the ROLD Act is "subject to the other provisions of this section", s168(2). The relevant provisions in s168 are:

    (i) No lease or licence can be granted over any allotment exceeding [16] "twenty perches"[17]
    (ii) Huts are to be built within a specified time, with a design in accordance with plans and specification to be approved by the Council[18]
    (iii) The licence shall contain such terms and conditions as the Council thinks fit[19]; and
    (iv) The lease or licence may contain such conditions, covenants and restrictions with respect to the use and occupation of the land and dwelling and as to the performance by the lessees to the satisfaction of the Council[20].

11. The ROLD Act has never been repealed and is still in force. It was referred to as the relevant governing legislation for the USH in a 1979 case *Downes v Commissioner of Crown Land* (an

[15] The Council now has the powers of the Lake Ellesmere Domain Board.
[16] Section 168(3) ROLD Act
[17] This translates to 505.85m2.
[18] Section 168(4) ROLD Act. An example of that type of licence conditions was referred to in the case *Downes v Commissioner of Crown Lands* – condition 7 of the licence in issue required that if a licence was granted over a section on which no fishing hut was erected, the Board could require a licence to erect a fishing hut within three calendar months.
[19] Section 168(2) ROLD Act
[20] Section 168(4) ROLD Act

appeal against the refusal of the Springston South Domain Board to approve certain building proposals)[21].

12. The ROLD Act contains the power to grant a licence to occupy the reserves but it doesn't mention a specific term. The reserve itself is still administered and managed under Reserves Act 1977, which remains relevant, including when considering the term of any licence.

13. **Summary**: The only power for Council to grant a licence over the reserve is under the ROLD Act but the reserve itself is still managed under the Reserves Act, which remains relevant, in relation to the term of licence and administration and management of the reserve.

What term can be granted?

14. At its 5 March 2025 meeting, the Council noted legal constraints in the Reserves Act 1977 limit licences to a maximum of 33 years. Council considers it cannot grant a licence longer than this period[22].

15. As set out above, Council can only grant licences under the ROLD Act. There is no provision limiting the term for licences under the ROLD Act, nor any guidance as to an appropriate term.

16. The reserve is still under the umbrella of the Reserves Act 1977[23], so relevant considerations to guide what term is appropriate (alongside s168 of the ROLD Act) would include[24]:
    (i) the overarching purpose of the Reserves Act;
    (ii) the specific reserve classification i.e. local purpose reserve for hut settlement; and
    (iii)lease and licence terms available for various reserve types under the Reserves Act.

17. Under the Reserves Act, the following terms can be granted:

    (i) A lease over a historic reserve for a term not exceeding 33 years[25], with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple[26].

[21] *Downes v Commissioner of Crown Lands* SC Christchurch 7/78 [1979] NZHC 208 (8 November 1979). Interestingly, the Judge notes that "No formal written licence is apparently issued. The conditions are drawn to the attention of prospective licensees by the application form which requires a signature by the assignee over an acknowledgement that he has read the conditions under which the licence is held as printed on the back and undertaking if the transfer be approved to comply with the conditions."
[22] Section 61 Reserves Act 1977
[23] The ROLD Act only gives statutory authority to grant leases and licence over what was a recreation reserve to erect, use and occupy huts but other relevant provisions of the Reserves Act 1977 continue to apply.
[24] Also relevant at an individual licence holder level will be any major non-compliance with essential licence terms and conditions e.g. persistent nonpayment of rent.
[25] Also relevant is if a lease is granted for a term of 35 years or more, this is deemed to be a subdivision for the purposes of the Resource Management Act 1991. Most leases are for less than 35 years to avoid this complication. A renewal of a lease is considered a new lease, so a renewal for 33 years after an initial 33-year term is not additive – it is not a 66-year term.
[26] For domestic residential purposes or for the carrying on of any activity, trade, business, or occupation in any building or on any specified site within the reserve and grant leases of any such building or site for any such purpose or purposes, s58A(4)

(ii) A lease over a local purpose reserve for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple[27].

(iii) Leases and licences over scenic and recreation reserves for 33 years with the "ability for further similar terms to be granted[28].

(iv) Where a recreation reserve is not being used/not likely to be used, a lease can be granted for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple,[29].

18. The longest term for a lease is 33 years, with a right of renewal, and in perpetuity; and for licences, 33 years, with the ability for further similar terms to be granted. For licences, "terms" is plural – it is not restricted to one further term of 33 years.

19. As the reserve is a local purposes reserve, section 61 of the Reserves Act is relevant. Reading the ROLD Act and section 61 of the Reserves Act together, a licence[30] can be granted for a term not exceeding 33 years, with or without a right of renewal[31], perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple.

20. Council has a discretion within the above, but technically there is no limit on the term of a licence for the USH under the Reserves Act 1977.

21. Also relevant in deciding what term is appropriate is the purpose of Local Government Act 2002 (LGA 2002). There are dual purposes[32] under the LGA 2002:

(i) To provide for democratic and effective local government that recognises the diversity of New Zealand communities – in this case it would be the diversity of Upper Selwyn Huts community[33]; and

(ii) To promote the social, economic and cultural well-being of communities in the present and for the future[34]. Here, it is the well-being of the Upper Selwyn Huts community that is relevant both in the present and more particularly in the future.

22. Given Council must manage the reserve for its specific purpose, and in accordance with the broader purposes of the Local Government Act 2002, in the absence of reasons to grant a shorter

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[27] For a community building, playcentre, kindergarten, Plunket room, or other like purposes: and for farming, grazing, cultivation, cropping, or other like purpose, s61(2B).
[28] See Schedule 1 for details of specific types of leases and licences.
[29] For farming, grazing, afforestation, s73(3) and Schedule 1.
[30] In accordance with the ROLD Act, Council can only grant a licence, not a lease.
[31] A right of renewal normally contemplates the grant of a new lease/licence but this is exercisable as a condition of the lease/licence document itself. The only limit is usually that lessor or licensor is satisfied that the terms and conditions of the lease or licence have been complied with. See e.g. Schedule 1 Reserves Act 1977.
[32] Section 3 and 10 Local Government Act 2002.
[33] Being a New Zealand community, as set out in section 3 Local Government Act 2002
[34] Section 10(1)(a) Local Government Act 2002

or finite term, Council should grant licences for a term consistent with the continued existence of the hut settlement.

23. **Summary**: Reading the ROLD Act and section 61 of the Reserves Act together, there is no limit on the term of a licence that can be granted for the USH. ~~under the ROLD Act so it . Guidance under the Reserves Act indicates I~~ Licences can be granted for up to 33 years, with the ability for further similar terms to be granted, with no limit specified. The specific reserve purpose is relevant to consider (for hut settlement purposes) alongside the relevant purposes of the LGA 2002 to recognise the diversity of the Upper Selwyn Huts community[35] and to promote the social, economic and cultural well-being of that community both now and for the future[36].

(ii) Council not bound by 2019 resolution to require a finite term

24. Residents are concerned Council is still relying on its May 2019 Resolution to justify imposing a finite term i.e. 'Hut licences and subsequent renewals are short term and ultimately for a finite period". The proposed 15-year finite term in 2024 flowed from this 2019 Resolution.

25. Reasons residents consider Council is still relying on this Resolution to justify a finite term for the next phase of consultation options include:

    (i) On 5 March 2025 the Council publicly excluded workshop about the Selwyn Huts states under the heading "Guiding principles and assumptions" [37]:

    The Deed of Licence is finite (regardless of whether this involves triggers or a set date).

26. The meeting Agenda for this meeting (21 May 2025) includes four (4) references to either the 2019 Resolution and/or a finite term – sections 3.3.5, 3.3.7, 4.11 and section 5.2.

27. The most concerning item is under the heading **Licence Term Options,** where section 5.2 states:

    On 8 May 2019 Council unanimously determined that 'Hut licences and subsequent renewals are short term and ultimately for a finite period'.

28. Section 5.3 goes on to state "This section of the consultation aims to satisfy Council's direction to provide long-term certainty for the licence holders."

29. Section 5.4 sets out:

    "The consultation asks the following two questions:

    (i) Please select your preferred licence term from the options below
    o Option A: Fixed term of 5 years with a final, non-renewable expiry date. Why is this your preferred option?
    o Option B: A single fixed term of 30 years with a final, non-renewable expiry date. Why is this your preferred option?
    o Option C: Rolling 10-year terms with the ability to renew, up to a maximum of 30 years total (10 + 10 + 10 years). Why is this your preferred option?

[35] Being a New Zealand community, as set out in section 3 Local Government Act 2002
[36] Section 10(1)(a) Local Government Act 2002
[37] Page 29

(ii) Do you have any other feedback?"

30. It seems clear the finite options included above flow from both Council's view that the Reserves Act limits the term of licences and the 2019 Resolution reference to a finite term is still binding, even though process that flowed from that and the resulting 15-year finite term have been paused. It is also unclear whether Council has considered the relevant purposes of the LGA 2002.

31. As set out in my correspondence to Council dated 23 May 2024, Council reference to (and reliance on) a "finite term" for the USH licences is misguided, factually and legally:

    (i) It arose out of the Council's 2019 Resolution made in the context of issues with funding of and solutions for wastewater.
    (ii) As the wastewater issue has been resolved this is no longer an issue and cannot be used as justification for a short (or finite) term.

32. I also note that in the Council minutes from the 24 July 2024 meeting, two of the resolutions were to:

    (i) engage with the USH community through to 1 March to develop a proposal concerning the future licensing arrangements for the USH; and

    (ii) pause the current USH process that would have resulted in a deed of licence (DOL) being issued for a maximum total of 15 years.

33. A potentially shorter term (via a longer term with triggers) could be justified if there was an imminent threat to the huts from e.g. climate change. Given the recent findings of Aqualinc and the Jacobs Report[38] that there is no pressing risk in the next 30 or so years, this cannot be used as justification for a short (or finite) term.

34. If any issues arise which are backed by scientific evidence, these could be accommodated by environmental trigger(s) conditions in the licence.

35. **Summary**: Council should not rely on the 2019 Resolution to justify a finite term. There also aren't any reasons e.g. climate change, that would justify a shorter, finite term.

(iii) Purpose of the reserve and historic values

36. The overarching purpose of the Reserves Act is set out in section 3[39]:

    It is hereby declared that, subject to the control of the Minister, this Act shall be administered in the Department of Conservation for the purpose of—

[38] Presented to Council in a public excluded Councillor Workshop, on 5 March 2025, the report stated "One of the key drivers for retreat was the anticipated impacts from climate related hazards. SDC have since received technical presentations from Environment Canterbury and Aqualinc that show **the risk is not as significant as previously thought**. Given this, the work and related engagement process, are currently on hold pending further direction from the Council after a review of the updated information.

[39] Section 3(1) Reserves Act

(a) providing, for the preservation and management for the benefit and enjoyment of the public, areas of New Zealand possessing—

(i) recreational use or potential, whether active or passive; or
(ii) wildlife; or
(iii) indigenous flora or fauna; or
(iv) environmental and landscape amenity or interest; or
(v) natural, scenic, historic, cultural, archaeological, biological, geological, scientific, educational, community, or other special features or value.

37. The purpose of a local purpose reserve is[40]:

> It is hereby declared that the appropriate provisions of this Act shall have effect, in relation to reserves classified as local purpose reserves for the purpose of providing and retaining areas **for such local purpose or purposes as are specified in any classification of the reserve.**

Hut settlement

38. At the request of the Council[41], the reserve where the huts are situated was reclassified by DoC in 2015 from recreation reserve to "local purpose reserve for the purpose of hut settlement", "which would more accurately define its current use"[42]. The Council decided what the purpose of the reserve was to be, and DoC approved it.[43]

39. "Hut settlement" isn't defined or further described in the Reserves Act. The ordinary meaning of "settlement" includes "a community formed by members of a group, esp. of a religious sect.[44]" "Religious sect" is not applicable here, but the idea of a community formed by members of a group is. "Community"[45] is defined as "a group of people living in one locality".[46]

40. The purpose of the reserve is clearly focussed on the community of people who live at the Upper Selwyn Huts.

41. The reserve purpose (hut settlement) is also reflected in the current Licences which state (**bolding** mine):
    (i) Clause 1.1 "Licence" means **permanent licence** (as described in Schedule 1) granted by the Licensor to the Licensee under this licence.
    (ii) Under the heading TYPE OF LICENCE, Clause 4.1provides:

> The various lots on the Reserve have been set aside by the Licensor to be granted to Licensees as: …(a) **permanent licences**,
> and the type of Licence granted to the Licensee is specified in Schedule 1.

    (iii)Schedule 1 Item 12. Licence Type**: Permanent**.

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[40] Section 23 Reserves Act
[41] See letter dated 11 March from DoC to the Council. DoC "has consented to your proposed classification".
[42] E-mail from Selwyn District Council 4 May 2009 (it is unknown who it is to, as that is redacted).
[43] See e-mail from DoC to the Council on March 31, 2010, where DoC informed the Council, it needed to decide what it considered to be the most appropriate classification given its current use. DoC suggested local purpose (community purposes). By October 2009, the Council has decided the area would be reclassified as Local purpose (hut settlement), see letter from the Council to DoC 23 October 2009.
[44] Collins Shorter English Dictionary, Harper Collins 1994
[45] Collins Shorter English Dictionary Harper Collins 1994
[46] Collins Shorter English Dictionary Harper Collins 1994

(iv) Schedule: **Permanent** licences terms and limitations on use**:**
The Licensee may **permanently occupy** the Lot and reside in the hut in accordance with the terms and conditions of the grant of licence provided in this Licence.

42. Residents advise there are precedents for licence renewals over 130 years. Even though the licences have been for 5-year terms with rights of renewals, Residents always understood the renewals to be for the purpose of "refreshing" licence terms and conditions, not anything to do with the term itself, which Residents have always understood was permanent.

43. The Department of Conservation also verbally told residents they should be able to stay long term with the reclassification to local purpose hut settlement.

Historic features

44. Section 23(2) of the Reserves Act provides that having regard to the specific local purpose for which the reserve is classified, each reserve shall be managed so that where there are…**historic features present**, those features shall be managed and protected to the extent compatible with the primary purpose of the reserve.

45. The historic features and values of the reserve have been assessed by Under Over Architecture Ltd (UOA) in their Statement of Significance[47]. There are significant heritage/historic values present at the Upper Selwyn Huts[48], which include

(i) taken as a whole the USH retain a high degree of integrity, which is not necessarily tied to the structure of individual buildings, but to the historic identity of the community as a whole.
(ii) the group value of the USH is integral to its heritage significance.
(iii) the current owners and occupiers retain a particularly high sense of esteem for the historic values of the settlement and form a united community.
(iv) the USH community retains significance for the families, owners and occupiers; and

46. These specific values also link to the purpose of the reserve, which focuses on the community.

47. UOA recommends the Upper Selwyn Huts remain on their current site; that they are entered on HNZPT's List/Rārangi Korero as a historic area; and that they are added to SDC's District Plan heritage schedule.

(iv) Powers and obligations of Council

Functions of Council

48. The Minister of Conservation appoints a local authority to control and manage a reserve "for better carrying out the purpose of any reserve", for the **particular purpose for which it was classified**[49].

[47] The Report is still in draft at the date of this opinion, but the findings are not expected to change.
[48] See Appendix Two for a summary.
[49] Section 28(1) of the Reserves Act (appointment to control and manage). The local authority can also expend and apply money in controlling and managing the reserve in accordance with the particular purpose for which the reserve is classified, s28(1) Reserves Act.

49. The functions of administering bodies include[50] to ensure the use, enjoyment, development, maintenance, protection and preservation as the case may require, of the reserve **for the purpose for which it is classified**[51].

50. There is a high standard expected of administering bodies to "ensure" the use, enjoyment etc. of the reserve and also a clear focus on the specific purpose for which a reserve has been classified. This should guide the Council in any decision making about the reserve, the huts and the community living in the huts, particularly the term of any licence.

51. **Summary**: Given the purpose of the reserve is a "hut settlement", and given the Council must ensure use and enjoyment of the reserve for the purpose for which it has been classified, in the absence of justifiable reasons to grant a shorter or finite term, the Council should grant a licence for a term consistent with the continued existence of the hut settlement.

(v) Options

52. Following the July 2024 Council meeting where Council resolved to engage with the community to develop a proposal concerning future licencing arrangements, consultation was undertaken and included four licence holder meetings, four Committee meetings and five drop-in sessions with other residents[52]. The range of options Councillors considered were:

(i) Option 1: Fixed year term less than 33 years with clear retreat conditions.
(ii) Option 2: Triggers with a fixed term (e.g. environmental factors determining relocation)
(iii) Option 3: Triggers with no end date, relying on environmental conditions.
(iv) Option 4: 5-year rollover.

53. The majority of councillors supported Option 2 (Triggers with a fixed-term duration).The duration discussed leaned towards 20-33 years with transfer options to be made clear prior to the end date to provide certainty for the community.

54. Given:

(i) Council is not bound by any finite licence term under the ROLD Act or the Reserves Act;

(ii) The Reserves Act indicates a licence for more than one term of 33 years can be granted, with no specific end date;

(iii) Council is not bound by its 2019 Resolution to only consider a finite term;

(iv) The purpose of the local purpose reserve is "hut settlement", which includes the notion of a community of people living together;

(v) There are specific historic values of the reserve relevant to consider, which includes a focus on the community;

[50] In accordance with the Act and the means at its disposal
[51] Section 40 Reserves Act.
[52] Public excluded Council Workshop 5 February 2025.

(vi) A function of the Council is to ensure the reserve is used and enjoyed for the purpose for which it is classified;

(vii) Council must consider the dual purposes of the LGA 2002 and recognise the diversity of the Upper Selwyn Huts community[53] and promote the social, economic and cultural well-being of that community both now and for the future[54];

(viii) Given the reserve purpose is "hut settlement", and in accordance with the broader purposes of the Local Government Act 2002, in the absence of justifiable reasons to grant a shorter or finite term[55], Council should grant a licence for a term consistent with the continued existence of the hut settlement;

~~55.~~ Residents seek a licence term of 30 years with rights of renewal for further terms of 30 years, subject to environmental triggers (specific triggers to be agreed) ~~Residents seek Option 3 from the July 2024 Council meeting be added as Option four to the options to be consulted on[56]. Option 3 seems the most appropriate:~~

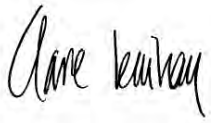
~~*Triggers with no end date, relying on environmental conditions.*~~

B. Significance and Engagement

Confirm this issue continues to be classed as "significant", as classified in 2024 by Council.

56. It is unclear why Council staff consider this issue is now "moderate". The circumstances surrounding the categorisation of the issue as "significant" in 2024 have not changed, so the categorisation should stay the same. This means the Special Consultative Procedure should be used/continue to be used and more time is needed for that. Kirrily Fea will talk about this in more detail.

Clare Lenihan



Barrister

[53] Being a New Zealand community, as set out in section 3 Local Government Act 2002
[54] Section 10(1)(a) Local Government Act 2002
[55] E.g. flooding, climate change, health and safety, persistent breach of fundamental terms and conditions of Licence
[56] Section 5.2 of the Council Agenda.

Appendix One – Section 61 Reserves Act 1977

Section 61 Powers (including leasing) in respect of local purpose reserves

(1) The administering body of a local purpose reserve may, in the exercise of its functions under section 40, do such things as it may from time to time consider necessary or desirable for the proper and beneficial management, administration, and control of the reserve and for the use of the reserve for the purpose specified in its classification.
(2) The administering body, in the case of a local purpose reserve that is vested in the administering body, is hereby declared to be a leasing authority of that reserve for the purposes of the Public Bodies Leases Act 1969.
(2A) In addition to the powers of leasing conferred by subsection (2), the administering body, in the case of a local purpose reserve that is vested in the administering body, may lease all or any part of the reserve to any person, body, voluntary organisation, or society (whether incorporated or not) for any of the following purposes:

(a) community building, playcentre, kindergarten, plunket room, or other like purposes:
(b) farming, grazing, cultivation, cropping, or other like purposes.

(2B) A lease granted pursuant to subsection (2A) shall be subject to the following provisions:

(a) the lease shall be for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple, and, subject to paragraph (b), shall be on such other conditions as the administering body determines:
(b) the lease shall include a condition that the land leased shall be used solely for such purposes as are specified in the lease, and that upon breach of that condition the administering body may terminate the lease in such manner as is prescribed or implied in the lease, whereupon the land, together with all improvements, shall revert to the lessor without compensation being payable to the lessee for improvements or otherwise.

(3) The powers of leasing conferred on an administering body by this section shall, with respect to any local purpose reserve which is not vested in an administering body, be exercised by the Commissioner.

Appendix Two – Heritage Values

1. USH obtained a Statement of Significance from Under Over Architecture Ltd (**UOA**), in relation to the heritage values of the USH. Findings in the report included:

    a. the USH have significant architectural values and increasingly high rarity values.
    b. the USH are highly representative not only of early fishing hut communities but small New Zealand holiday spots.
    c. taken as a whole the USH retain a high degree of integrity, which is not necessarily tied to the structure of individual buildings, but to the historic identity of the community as a whole.
    d. the group value of the USH is integral to its heritage significance.
    e. the current owners and occupiers retain a particularly high sense of esteem for the historic values of the settlement and form a united community.
    f. the USH community retains significance for the families, owners and occupiers; and
    g. the USH are extremely vulnerable given the Council is seeking to terminate the leases to the land on which the community is built.

2. UOA recommends[57] that because of the heritage values the Upper Selwyn Huts:
    a. remain on their current site.
    b. are entered on Heritage New Zealand Pouhere Taonga's (HNZPT's) List/Rārangi Korero as a historic area; and
    c. are added to SDC's District Plan heritage schedule.

.

[57] UOA also notes that HNZPT is opposed to the demolition of historic buildings, except for cases where it is unavoidable due to the structure being beyond repair. Demolition is viewed as inconsistent with sustainable management of resources and as an irreversible removal of cultural heritage that is often regretted in the future.

Submitter Number: 62

Full Name: Sally and Graeme Warner / Roberts
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?
I am a licence holder
Other

What is your interest in the area?

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options
A single fixed term of 30 years (no renewal)
Please explain the reason for your selection:

We have gone with the ‘single 30 yr term’ as ticked above.
But we would like to make the comment, would prefer ‘Renewal’ to be written in, not ‘Non Renewal’

Do you have any other feedback on licence terms?
Yes

Please add your comments
It should be noted that under the administration of the Board prior to SDC bringing in house the administration of the USH, the Board could only offer 5 yearly LTO which were continuously rolled over, thus mandating the expectation of renewals perpetual. We note caution to the SDC on the matter of lease and renewal terms is given from

Buddle Findlay letter dated 12th December 2017. Therefore there is the opportunity for the SUH to legally challenge a non renewal term wording.

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:
Item 1, This is very subjective. This certainly has not been thought through by SDC. What are you basing 2 x 24 hour period within a 12 month period' 'Cut off vehicles access' where an emergency vehicle can't reach the area. The road when river is in release mode at the road flooding point has an average level of some 300mm. Please inform which emergency vehicle can't go through this. Also emergency vehicles can be assisted through. We have multiple 4x4 vehicles at the Huts for evacuation etc. This is a very subjective trigger point and certainly would be one we would legally challenge if required.

Are there any additional events that you think should be considered?
Yes
Please add your comments:

Item 2. You cannot and are not permitted to inactivate a road closure as this is a rural road and SDC would need to gain permission from the Minister Of Lands.
From the above your worded 'triggers' are totally insufficient in early termination

Of USH licenses. They are certainly open to interpretation. We note that the SDC Jacobs report states ‘triggers and thresholds require more scientific investigation and a clear explanation and rationale for the USH community. We would expect this to take place.

Refer to: Local Government Act 1974.

Schedule 10Conditions as to stopping of roads and the temporary prohibition of traffic

3.3 Rural Roads - section 342 (1) of the Local Government Act 1974 provides that the Council cannot “proceed to stop any road or part thereof in a rural area unless the prior consent of the Minister of Lands has been obtained.
The Local Government Act 1974 outlines the process for stopping and closing roads, including those in rural areas. In rural areas, the Act requires the prior consent of the Minister of Lands before a road can be stopped. The process involves public notification, objection periods, and potentially hearings before a council committee.

Days upper road into SUH allows access for DOC, Lower Huts, Public, 5 Farmers to access their land. It also allows public access to Reserves being Doc/Crown owned.

If the road became impassable for a period of time, SDC would be required to find alternative entry to the reserve. We are sure farmers would allow some form of temporary access across their land. Or, Hut owners would certainly be able to arrange this.

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If the road became impassable for a period of time, SDC would be required to find alternative entry to the reserve. We are sure farmers would allow some form of temporary access across their land. Or, Hut owners would certainly be able to arrange this

---

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments
Fully consult with the hut owners community allowing them to have a say and put forward ideas and recommendations allowing for a combined decision.

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
Yes
Please add your comments

- Additional cost to residents at a time when our costs are increasing, possibly significantly.

Please add your comments:
Bond.

It would appear SDC is very likely to apply a ‘Bond’

Mention of $5,000.00 has been made. If this is the case, then it should divided over the term of the ‘License To Occupy’. Interest on these monies SDC will retain thus there should be no need during the term to increase the amount.

To assist in making the payment affordable for Hut owners, they should be permitted to make monthly payments.

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
Yes

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?
Only when there's a complaint or issue raised
Other

Please add your comments:
Buildings.

Firstly, the SDC should recommend to Hut owners they may at the Hut owners wish, have an independent person/persons to be with them upon inspection. During the walk around, items of concern should be discussed with the Hut owner and their representative/s

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Do you think the checklist covers the right things?
Yes
Please specify what you would change
As for above comments

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication
As for above comments.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?
As for the above.

Submitter Number: 63

Full Name: Char Webb
Organisation:
Wish to speak to the submission: Yes

What is your connection or interest to Upper Selwyn Huts?
I am a licence holder
Other

What is your interest in the area?

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options
A single fixed term of 30 years (no renewal)
Please explain the reason for your selection:
I do not agree with non renewable, but you have not given us the option to tick anything else than what you have above. My one and only question since the beginning of this process in trying to remove us as a community is WHY? I don't believe you have come up with any reason as to why, not that you have ever given us a reason, that we have not been able to counter along with the Jacobs Report, Aqualinc and also our Barristers opinion. All of these you have dismissed which it also feels you have dismissed any of our questions. Please refer to Clare Lenihan's opinion and I quote from her opinion " residents seek a licence term of 30 years with the rights of renewal for further terms of 30 years subject to environmental triggers (specific triggers to be agreed) as recommended by our Barrister Clare Lenihan 20/5/2025. This process has been stressful and has caused unjustified distress. I for one will not give up on fighting to have a renewable licence. You have done nothing to justify the terms you have as above.

Do you have any other feedback on licence terms?
Yes

Please add your comments
IF you decide on the 30 year no renewable. Then I would like to have it so that it is 30 years, not 10 +10 +10. If 30 years is it then I want to be able to enjoy that 30 years by not having to fight every few years to be able to stay in my home and the SDC not changing the goal posts every time we look to renew.

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:

I disagree with numbers 1 & 2. I would like to be treated as everyone else in the SDC area if access have been cut off. It should not be a reason to terminate a community. Civil Defence have inferred that they will always look at different methods to gain access if required. As for the damage to the road, again we should be treated like everyone else in the district. This road is used by not only our community but the Lower Huts need access, the rowers that use the river throughout summer and anyone other boat users that frequent the river for recreational reasons. There needs to be more research as per the Jacobs report and I quote " the risk to the USH from flooding is no greater that a lot of other areas in the district. The increase in risk is low over the next 50 years. This report was commissioned and paid for by you the SDC and yet you are not taking heed of it. Again, my question is WHY?

Are there any additional events that you think should be considered?
Yes
Please add your comments:
If there is ANY major environmental event we should be treated the same as everyone else in the district.

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments
Work together with us as a community and allow us to make decisions that affect us. I for one are more that willing to listen to advice from professionals in the area of environmental events and make an informed decision. We as a community were not affected by the heavy rain on May 1st 2025 but the media coverage mentioned our area on more than one occassion.

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
Yes
Please add your comments
A bond has never been suggested before and or a requirement of the Council. Yet again WHY?

Please add your comments:
I believe we should have a renewable licence so a bond will not be required.

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
Yes

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a

copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?

Other

Please add your comments:
Again, we should be treated like everyone else in the SDC district. When this was first discussed it was for a baseline inspection of the LAND which you are the administrators of. You do not have any right to enter my home as the SDC are not landlords of my home. If you require a baseline inspection then you only need to come once to get that information.

Do you think the checklist covers the right things?
No
Please specify what you would change
I am concerned that your inspection staff will be told to "find" areas of concern. If you are only doing the LOT CONDITION on the DRAFT checklist then you won't need to access my home.

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication
Advice from an external source regarding your "findings" and reasonable time frame to remediate any such findings of the external area only.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?
One of the SDC guiding principles and assumptions from the 5/3/25 workshop notes states that you will ensure that no one is made homeless.

Submitter Number: 64

Full Name: Robyn McFarlane
Organisation:
Wish to speak to the submission: Yes

What is your connection or interest to Upper Selwyn Huts?
I am a licence holder
Other

What is your interest in the area?

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options
A single fixed term of 30 years (no renewal)
Please explain the reason for your selection:

30 years gives the home owner time to reimburse finances spent on their properties, brought, or sold price, maintenance, rates, licenses, and the council for the sewage/ rates/ license payments. It is 'fair' negotiation for both parties concerned. There has been no answers to why the SDC want us gone. WHY?

The council will have time to recoup the financial expenditures of the USH. It is fair to both parties to have time to recoup their money and time to refinance. It provides the Home Owner with stability, allowing them to resell or refinance for their future needs. We need some kind of compensation if removed before 30 years.

At the end of the 30 years, owners of the Huts can renegotiate terms and conditions, which may include triggers of environmental conditions.

Do you have any other feedback on licence terms?
Yes

Please add your comments
I expect that because of the change of the councillors in the next election that our terms on the submission for the FDOL should not be considered at this stage.

The USH community have been busy filling in the submission form. I hope that there is going to be knowledge and the USH fairly on the submissions. This is through the voting by Council on the future of the USH just prior to the elections.
Based on that the current six councillors deciding not to re-stand and one more councillor yet to make her announcement, we believe it is totally undemocratic for the current Council to undertake the vote on the future of the USH.
Our Barrister, Clare Lenihan's updated Opinion dated 20 June 2025, which concludes:

- *Legal Obligations: Council's role is administrator of a local purpose reserve for the purpose of hut settlement which includes the notion of community. They have legal obligations to protect and preserve this local purpose reserve and ensure it is used and enjoyed for hut settlement purposes. Other legal obligations also include protecting its historic values; recognising the community's diversity; and promoting the social, economic and cultural well-being of its community, both now and into the future.*

Lease term: The Council issue Licences under the ROLD Act and there is no time limit in this Act. The Reserves Act provides for leases and licences to be issued for terms of up to 33 years, with or without a right of renewal.

The Council have not provided any reason to date that justifies a non-renewable licence.

All independent evidence and reports have not supported a non-renewable licence.

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:

I disagree with all three comments

Maintenance and road access has to be done and available at all times.

The USH areas has never Flooded

**Controlled and managed by Civil Defence and SGR. We can deem when unsafe to leave.*

River Height and warnings from above river are given, and managed by the community that has a good understanding of river flow

"Man Made" environmental events are cause by councils not maintaining the river shingle causing flooding events, this needs to be maintained at all times. This includes the surrounding areas not just USH.

If Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement: This should be an individual independent review by both parties on conclusion of the outcome. Not a decision made by the council.

Are there any additional events that you think should be considered?
Yes
Please add your comments:

As identified by the Council's own Jacob's report, environmental triggers and thresholds require more scientific investigation and a clear explanation and rationale for the community is needed. This has not yet been done.

- *Mitigation options or solutions should be explored before considering events that will trigger retreat. Specific triggers listed are inappropriate, vague and open to different interpretations. This gives the Council power to terminate licences unnecessarily.*

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments

An independent body, without an agenda, that USH is permanently uninhabitable, a licence end date could then be discussed with each individual hut owner not the decision of the council.

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
No
Please add your comments

The council should not ask for a Bond, when our rates to pay for the sewage will significantly rise.

No details have been discussed or any out come to any agreement on the Bond. Cost? What does this cover? How long? Expectations on both parties?

Why now, after all this time?

No to Bond, clear and simply. Until conditions by both parties are confirmed and agreed.

Please add your comments:

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
No

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a

copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?

Other
Once Only

Please add your comments:
*An independent company, not the council, of an **ONE OFF ONLY** inspection to be held. This is to bring all homes, huts, up to spec and CC. Written Contract agreement must **complied**.*

Create safe homes, for all properties to be liveable.

Work with home owner to bring up to spec, and liveable conditions, all written conditions and with time for the owner to afford the changes and fixes if there is issues or maintained, to be done. This could take time and work with the contractor whom liaisons with the council. Support and advice should be offered, on the day of the inspection and onwards.

Any inspection must be given the same respect as any person that lives in the Selwyn district. Permit times and cost must be taken into consideration.

And then an inspection should not happened again unless a complaint has been made.

This should NOT be a reason to terminate a licence. The Council should be making every effort to keep people in their homes given the current housing shortage and lack of social housing. This is one of the Council's own Guiding Principles: "Ensuring that no one is made homeless"

Do you think the checklist covers the right things?
Not sure
Please specify what you would change

I would like things to follow thru. If you let one person have a dog, everyone could have have one. Fair treatment to all in the community.

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication
*I would expect the council or the independent contractor to give the homeowner **written** document , quote, cost and a time scale to fix the issues. Able to have time to fix issues and support to do this things expected.*

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?
Support on the day, whomever they chose, of the homeowner how they go about this inspection , working in with the contractor and the homeowner

Submitter Number: 65

Full Name: Paulette Lagrosse
Organisation:
Wish to speak to the submission: Not Stated

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post 10/7

Submission form

Selwyn District Council is conducting a public consultation to seek feedback on four terms that are proposed to be included in a new Deed of Licence for Upper Selwyn Huts.

Feedback from this consultation will help determine what a new Deed of Licence will look like for licence holders, and give certainty and clarity to the future of the Upper Selwyn Huts settlement.

Please read the consultation document and information available online at **selwyn.govt.nz/USH** before completing your submission.

You can make a submission using this form and dropping of off at a Council Library or Service Centre by 5pm, 21 July 2025. Or you can complete the online submission form at **selwyn.govt.nz/USH**.

Privacy statement

Submissions are part of the public consultation process and are a public record. Anonymous submissions will not be accepted. Submissions including names are published on our website and in official documents so please do not include any personal information in the content of your submission you would prefer to be kept private.

While contact details (address, phone number and email address) are provided to elected members along with your feedback to be considered when making their decisions, contact details will not be made publicly available on the Council's website or official documentation.

If someone requests a copy of submissions through the Local Government Official Information and Meetings Act 1987, name and contact details must be supplied. If you have good reason as to why your personal details and/or feedback should be kept confidential please contact **huts@selwyn.govt.nz** outlining your reasons.

If you need extra space for your submission, or have supporting documentation, you can use additional paper and attach it to this form. If you are using the online submission form you can upload an attachment with your submission.

Please include your first and last name on the additional paper.

Anyone can make a submission. Submissions will only be used for the purpose of this consultation process.

All submissions will be considered by Council before making a decision.

Submitter details

Please note: all fields marked with an asterisk (*) are compulsory. These details will be used for the purpose of contacting you about this consultation.

First name* Paulette

Last name* Lagrosse

[redacted]

Are you submitting on behalf of an organisation?*

☐ Yes ☐ No

If yes, please state the name of the organisation*

_____

Do you wish to attend a hearing to present your submission in person?*

☐ Yes ☐ No

If yes, someone will be in contact with you to arrange the date and time.

What is your connection or interest to Upper Selwyn Huts?

☐ I am a licence holder

☐ I am not a licence holder but live at Upper Selwyn Huts

☐ I have an interest in this area. *Please explain:*

_____

☐ Other: _____

Questions

1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

☐ Fixed term of 5 years
No renewal.

☐ A single fixed term of 30 years
No renewal.

☐ Rolling 10-year terms
with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:
Residents seek a licence term of 30 years with the rights of renewal for the further terms of 30 years subject to environmental triggers. (Specific triggers to be agreed.)

Do you have any other feedback?

☑ Yes ☐ No

Please add your comments:
The council's role is to protect & preserve this land purpose reserve and ensure it to be used and enjoyed for hut settlement purposes

2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

1. **Flooding affecting access:**
   Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.
2. **Destruction of road cutting off vehicle access:**
   A natural event that causes sufficient damage that vehicle access to the settlement is cut off.
3. **Serious harm caused by a flood event:**
   Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

☐ Yes ☐ No

Please explain your reason:
As identified by the Councils own Jacobs report, environmental triggers require more Scientific investigation.

Are there any additional events that you think should be considered?

☐ Yes ☐ No

Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☑ Yes ☐ No

Please add your comments:

How much would the Bond be ? over what period & what does This cover

Do you have any other feedback or suggestions on the inclusion of a bond?

☑ Yes ☐ No

Please add your comments:

Hasn't been required For 130 years Why Now

4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years

☐ Every 3-5 years

☐ Only when there's a complaint or issue raised

☐ Other

Please add your comments:

Unless a complaint has been made They should be treated the same as the rest of the district

Do you think the checklist covers the right things?

☐ Yes ☐ No ☐ Not sure

Please specify what you would change:

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

This should Not be a reason to terminate a licence No one should be made homeless given the current housing shortage.

Submitter Number: 66

Full Name: David Greenslade
Organisation:
Wish to speak to the submission: No

Counter 14/7/2025.

Submission form

Selwyn District Council is conducting a public consultation to seek feedback on four terms that are proposed to be included in a new Deed of Licence for Upper Selwyn Huts.

Feedback from this consultation will help determine what a new Deed of Licence will look like for licence holders, and give certainty and clarity to the future of the Upper Selwyn Huts settlement.

Please read the consultation document and information available online at **selwyn.govt.nz/USH** before completing your submission.

You can make a submission using this form and dropping of off at a Council Library or Service Centre by 5pm, 21 July 2025. Or you can complete the online submission form at **selwyn.govt.nz/USH**.

Privacy statement

Submissions are part of the public consultation process and are a public record. Anonymous submissions will not be accepted. Submissions including names are published on our website and in official documents so please do not include any personal information in the content of your submission you would prefer to be kept private.

While contact details (address, phone number and email address) are provided to elected members along with your feedback to be considered when making their decisions, contact details will not be made publicly available on the Council's website or official documentation.

If someone requests a copy of submissions through the Local Government Official Information and Meetings Act 1987, name and contact details must be supplied. If you have good reason as to why your personal details and/or feedback should be kept confidential please contact **huts@selwyn.govt.nz** outlining your reasons.

David & Lynne
12/7/2025
PG 1 OF 3

If you need extra space for your submission, or have supporting documentation, you can use additional paper and attach it to this form. If you are using the online submission form you can upload an attachment with your submission.

Please include your first and last name on the additional paper.

Anyone can make a submission. Submissions will only be used for the purpose of this consultation process.

All submissions will be considered by Council before making a decision.

Submitter details

Please note: all fields marked with an asterisk (*) are compulsory. These details will be used for the purpose of contacting you about this consultation.

First name* DAVID

Last name* GREENSLADE

[redacted]

Are you submitting on behalf of an organisation?*

☐ Yes ☑ No

If yes, please state the name of the organisation*

_____

ONLY

Do you wish to attend a hearing to present your submission in person?*

☐ Yes ☐ No

If yes, someone will be in contact with you to arrange the date and time.

What is your connection or interest to Upper Selwyn Huts?

☑ I am a licence holder [redacted]

☐ I am not a licence holder but live at Upper Selwyn Huts

☐ I have an interest in this area. *Please explain*:

_____

☐ Other: _____

Dave & Gwenda 12/7/2025

Pg 2 of 3

Questions

1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

1. ☐ Fixed term of 5 years
   No renewal. X
2. ☐ A single fixed term of 30 years
   No renewal. X
3. ☐ Rolling 10-year terms
   with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years). X
4. 30 year term with right of renewal

Please explain the reason for your selection:
AS CURRENTLY THE LEGAL MAXIMUM UNDER THE 1924 DOMAINS ACT. NO FINITE PERIOD IS MENTIONED IN ANY ACT OF PARLIAMENT

Do you have any other feedback?

☑ Yes ☐ No

Please add your comments:
HUTS HAVE BEEN ON THE SITE SINCE PRE 1895, & THE DOMAINS ACTS HAVE BEEN ADMINISTERED WITH NO PROBLEMS WITH CURRENTLY 5 YEARS WITH NO FINITE PERIOD NOTHING HAS CHANGED, IF THE SDC CAN'T ADMINISTER THE UPPER SELWYN HUTS THEN HAND BACK TO THE HUT OWNERS. BUT I THINK IT IS IN THE BEST INTERESTS OF ALL TO HAVE THE SDC ADMINISTERING BUT LISTEN TO THE USE IT'S RATEPAYERS

2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event. ☑ NOT FINITE AS CURRENT LEGAL STATUS

We are asking for your feedback on three possible events where this could happen.

1. **Flooding affecting access:**
   Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.
2. **Destruction of road cutting off vehicle access:** SDC RESPONSIBILITY TO UPGRADE ALL
   A natural event that causes sufficient damage that vehicle access to the settlement is cut off.
3. **Serious harm caused by a flood event:** ROADS IN THE DISTRICT
   Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

☑ Yes ☐ No

Please explain your reason:
OUR FAMILY HAS OWNED [redacted] SINCE 1959 NO FLOODING HAS OCCURED IN 66 YEARS (I AM 67) OVER THE STOP BANK

Are there any additional events that you think should be considered? THE SDC SHOULD INCLUDE IN THE ANNUAL PLAN TO UPGRADE TO ENTIRE ROAD (GRAVEL)

☐ Yes ☑ No

Please add your comments:

Pg 3 of 3

If one of these everts were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

SAME AS FOR ANY ONE ELSE IN THE SELWYN DISTRICT IE ASSIT ALONG WITH THE CROWN

3. Bond requirements X

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returnirg the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☐ Yes ☑ No

Please add your comments:

IT IS DISCREMATORY AGAINST SELWYN HUTS RESIDENTS AS NO OTHER RATEPAYERS HAVE A BOND HELD AGAINST THEM (ILLEGAL)

Do you have any other feedback or suggestions on the inclusion of a bond?

☐ Yes ☐ No

Please add your comments:

N/A

David E. Greene
12/7/2025
Pg 3 of 3

4. Building condition inspection programme X

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

1. ☐ Every year ☐ Every 2 years X
2. ☐ Every 3-5 years X
3. ☐ Only when there's a complaint or issue raised X
4. ☐ Other NO INSPECTIONS

Please add your comments:

THIS IS A DISCREMATORY AGAINST SELWYN HUTS RESIDENTS. THE 1946 BUILDING ACT STATES IF THE BACH IS ONLY USED INFREQUENTLY THEN IT DOESN'T

Do you think the checklist covers the right things?

☐ Yes ☐ No ☐ Not sure HAVE TO MEET THE 1946 BUILDING ACT

Please specify what you would change:

N/A

[redacted]

THE SDC ADMINISTER THE LICENCE ON BEHALF OF THE CROWN. AND NOT THE BACHES BUILDINGS. THE CROWN OWNS

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

THE CROWN NOT SDC & USH'S OWNERS

Please add your comments:

N/A

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

N/A

Return this form by:

Dropping it off with our Customer Service Teams at:

- **Council Rolleston Offices,** 2 Norman Kirk Drive, Rolleston
- **Te Ara Ātea,** 56 Tennyson Street, Rolleston
- **Darfield Library,** 1 South Terrace, Darfield
- **Leeston Library,** 76A High Street, Leeston
- **Lincoln Library,** 22 Gerald Street, Lincoln

Posting it to:
Freepost 104 653
PO Box 90
Rolleston 7643

You can also scan and email your submission to **huts@selwyn.govt.nz**

All posted submissions must be received by Council by 5pm, 21 July 2025. Please allow time for your submission to be delivered by this deadline.

Name

14 JUL 2025

Received
Customer Service





Submitter Number: 67

Full Name: Nathan Ngakuru
Organisation:
Wish to speak to the submission: Yes

What is your connection or interest to Upper Selwyn Huts?
I am a licence holder
Other

What is your interest in the area?

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options

Please explain the reason for your selection:

Do you have any other feedback on licence terms?
Yes

Please add your comments

None of the above options seem fair.

I still do not know the reason(s) for putting an end date on us living in our homes. All reasons that have been suggested by Council don't add up to a reason to evict the community.

Our Barrister Clare Lenihan has shown Council can grant renewable licences. Refer to Clare's opinion dated 20.06.25 attached.

As a community we ask for a 30 year licence term with the rights of renewal for further terms of 30 years subject to environmental triggers (specific triggers to be agreed).

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:

I don’t agree with these environmental events. They don’t make sense.

Road maintenance is a day to day responsibility for all Councils so you cant just say it is too expensive to maintain Days Road just at our community and use it as a reason to evict us.

Judging on the May flooding across Selwyn, Upper Selwyn Huts are not the only place where access roads gets ‘cut off’. Are those places being evicted too?

If someone gets seriously injured or worse during a flood event that should certainly be investigated to see what they were doing. If it was a case of their own poor judgement that led to injury or death, again that should not be used against a whole community.

Are there any additional events that you think should be considered?
No
Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments
Fix the road if need be. Consider how the stopbank is designed to flow flood waters across Days Road.

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
Yes
Please add your comments

I do not agree to a finite term therefore do not agree to a bond.

Please add your comments:

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
No

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?

Other

Please add your comments:

I do not agree to regular inspections, external or internal.

This programme is targeted and discriminatory. We should be treated the same as the rest of the Selwyn District.

Do you think the checklist covers the right things?
No
Please specify what you would change
Anything that is not the same as the rest of the district.

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication
Same as the rest of the district receives.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?
Handle the same as the rest of the district.

Clare Lenihan LLB, MusB

ENVIRONMENTAL & PUBLIC LAW BARRISTER

20 ~~May~~ June 2025 NB. This Letter has been updated for Upper Selwyn Huts Residents to include as part of their submissions to Selwyn District Council consultation on future licences. It has not been sent directly to Council. Also note the comments on significance and engagement are no longer relevant, given consultation has commenced.

Chief Executive
Selwyn District Council
2 Norman Kirk Drive
Rolleston 7643
Att: Sharon Mason

Without Prejudice

C/- Mark Odlin, Buddle Findlay.
Cc Mayor and Councillors

By e-mail: mark.odlin@buddlefindlay.com

Dear Sharon,

Re: Upper Selwyn Huts – Council meeting ~~21 May~~ September 2025 - process for further consultation on options for the future of Upper Selwyn Huts and Licence term

1. I represent the Upper Selwyn Huts residents (the Residents).

2. In terms of the Council meeting 21 May 2025, the Residents have asked me to address their concerns around:

   (i) the proposed licence term options (three) for consultation, which only have finite terms (5 years or 30 years) These finite terms unnecessarily restrict options the Council has and likewise restrict options for consultation with the community; and

   (ii) the downgrading of the significance of this issue by Council to "moderate" from "significant".

3. For the detailed reasons set out in this letter, in summary the Residents seek Council (specific requests in *italics*):

   A. Licence Term options

   Residents seek a licence term of 30 years with rights of renewal for further terms of 30 years, subject to environmental triggers (specific triggers to be agreed) ~~*Add a fourth option for consultation regarding the Licence term i.e. "Triggers with no end date, relying on environmental conditions."*~~

   Reasons:

   (i) Council is not bound by a specific finite term under the ~~Reserves Act – these licences are granted under the~~ Reserves and Other Lands Disposal and Public Bodies Empowering Act 1924 (the **ROLD Act**). The provisions in the ROLD Act authorising building huts on the

www.environmentallawyer.co.nz

80 Layard Street, Invercargill 9810 P 03 214 1674 M 027 577 6823 E clare.lenihan@environmentallawyer.co.nz

reserve were enacted as no lease could be granted under the relevant legislation at the time [1] for buildings over reserves, nor granted for a term longer than 21 years. The ROLD Act specifically overrides these two limits. **There is no limit on term under that Act**.

(ii) Council is also not bound to have a finite term by virtue of its 2019 resolution that said licences should be short term and finite. The reasons for that resolution (wastewater) no longer apply. Council also resolved in July 2024 to pause the process under which a finite term of 15 years was proposed (which relied on the 2019 resolution).

(iii) In deciding the appropriate term, it is important to consider the purpose of the reserve. In 2015 the Council sought the Crown (Department of Conservation) change the reserve purpose from recreation to – **local purpose reserve for hut settlement purposes**. This is very specific, and "hut settlement" includes the idea of a **community of people**. There are also significant historic/heritage values to consider, which also focus on the community.

(iv) The Reserves Act provides for leases and licences to be issued for terms of up to 33 years, with or without a right of renewal[2] (which is included as a condition of the lease or licence), perpetual or otherwise, for the same or any shorter term[3]. A renewal option means a condition is included the licence that if at the end of the term the licensee has complied with all the terms and conditions, they can opt to exercise a right of renewal for a further term of e.g. 33 years (Council must then grant a further term of 33 years).

(v) When reading the ROLD Act and relevant Reserves Act provisions together[4], Council can grant a licence[5] for a term not exceeding 33 years, with or without a right of renewal[6], perpetual or otherwise. Council has a discretion to decide the term (not greater than 33 years at any one time) and whether to include a renewal option in the licence. The total term, including renewals could be up to e.g. 66 years, or 99 years (but the term is no greater than 33 years at one time). Technically **there is no limit on the total term of a licence for the USH under the Reserves Act 1977.**

(vi) In deciding what term is appropriate Council should consider not only the purpose of the Reserves Act and the particular reserve purpose (for hut settlement purposes), but also, as part of its broader role, the dual purposes in the Local Government Act 2002[7]. These dual purposes include recognising the diversity of the Upper Selwyn Huts community[8] and promoting the social, economic and cultural well-being of that community both now and for the future[9].

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[1] The Public Reserves and Domains Act 1908, section 34.
[2] A right of renewal normally contemplates the grant of a new lease/licence but this is exercisable as a condition of the lease/licence document itself. The only limit is usually that lessor or licensor is satisfied that the terms and conditions of the lease or licence have been complied with. See e.g. Schedule 1 Reserves Act 1977.
[3] It varies depending on lease types and the specific activity proposed.
[4] Section 168 ROLD Act and Section 61 Reserves Act 1977
[5] In accordance with the ROLD Act, Council can only grant a licence, not a lease.
[6] A right of renewal normally contemplates the grant of a new lease/licence but this is exercisable as a condition of the lease/licence document itself. The only limit is usually that lessor or licensor is satisfied that the terms and conditions of the lease or licence have been complied with. See e.g. Schedule 1 Reserves Act 1977.
[7] Section 3 and 10 Local Government Act 2002.
[8] Being a New Zealand community, as set out in section 3 Local Government Act 2002
[9] Section 10(1)(a) Local Government Act 2002

(vii) Given Council must manage the reserve for its specific purpose, and in accordance with the broader purposes of the Local Government Act 2002, in the absence of reasons to grant a shorter or finite term, Council should grant licences for a term consistent with the continued existence of the hut settlement.

B. Significance and Engagement

Confirm this issue continues to be treated as "significant", as classified in 2024 by Council.

Reason:

It is unclear why Council staff consider this issue is now "moderate". The circumstances surrounding the categorisation of the issue as "significant" in 2024 have not changed, so the categorisation should stay the same. This means the Special Consultative Procedure should be used.

Detailed reasons and background

A. Licence term options

(i) Council not bound by finite term under the Reserves Act 1977

Under what Act is the power to grant a lease or licence?

4. The Crown is the registered proprietor of the reserve, and the Department of Conservation (**DoC**) is the responsible department. The Selwyn District Council (**the Council**) is the administering body for the reserve under the Reserves Act 1977 and has managed the reserve since its appointment in 1989[10].

5. The Council has advised it grants the USH Licences to Occupy pursuant to section 61 of the Reserves Act (set out in Appendix One), which sets out the powers (including leasing) in respect of local purpose reserves.

6. As the reserve is not vested in the Council, only the Commissioner[11] can grant a lease, for limited purposes[12] which do not apply here[13]. There is no power in section 61 of the Reserves Act for the Council to grant a licence[14].

[10] The 1989 reorganisation of local authorities included, among other things, the abolition of the Springston South Domain Board and the responsibility for governance of the reserve was transferred to the Council at that stage. The Council administered the reserve in conjunction with the Springston South Domain Committee until 2011, and then on its own thereafter.
[11] Although this section refers to "the Commissioner", this is now the Director General of Conservation, see s2 of the Reserves Act 1977.
[12] The limited purposes are community building, playcentre, kindergarten, Plunket room, or other like purposes, and for farming, grazing, cultivation, cropping, or other like purposes.
[13] Section 61(3) Reserves Act 1977
[14] The Minister can grant a licence by way of concession, s59A Reserves Act, but not the Council. Also see *Otaua Coastal Preservation Inc v Far North District Council* [2018] NZCA 262, a case involving the Reserves Act 1977. Of the ability to grant licences under the Reserves Act the Court noted "The power to grant licences is more constrained than the leasing power." At [97].

7. In 1999 Buddle Findlay provided advice to Council that the power to grant a licence for the USH is pursuant to s168(2) of the Reserves and Other Lands Disposal and Public Bodies Empowering Act 1924 (**ROLD Act**).

8. Section 168 of the ROLD Act provides (**bolding** mine):

   (1) Notwithstanding anything to the contrary in section thirty-four of the Public Reserves and Domains Act 1908, the Governor-General or the Minister of Lands may grant leases under that section over that part of the Lake Ellesmere Domain hereinafter described authorising the lessees to erect dwellings on the lands comprised in such leases, subject to the following provisions of this section and such other terms and conditions as he thinks fit.
   (2) Subject to the other provisions of this section, **the Lake Ellesmere Domain Board[15] may grant licences over the aforesaid part of the said domain authorizing the licensee to occupy the land the subject of the licence and to erect dwellings thereon; such licences shall contain such terms and conditions as the Board thinks fit.**
   (3) …
   (4) Every lease or licence granted under this section shall provide for the erection within a specified time on the land comprised therein of a building of a design and in accordance with plans and specifications to be approved by the Lake Ellesmere Domain Board, and may contain conditions, covenants, and restrictions with respect to the use and occupation of the land and dwellings, and as to the performance by the lessees of the same to the satisfaction of the said Domain Board.

9. Only the Governor General or the Minister of Lands can grant a lease, s168(1). The Council can only grant a licence, s168(2).

10. The grant of a licence to occupy under the ROLD Act is "subject to the other provisions of this section", s168(2). The relevant provisions in s168 are:

    (i) No lease or licence can be granted over any allotment exceeding [16] "twenty perches"[17]
    (ii) Huts are to be built within a specified time, with a design in accordance with plans and specification to be approved by the Council[18]
    (iii) The licence shall contain such terms and conditions as the Council thinks fit[19]; and
    (iv) The lease or licence may contain such conditions, covenants and restrictions with respect to the use and occupation of the land and dwelling and as to the performance by the lessees to the satisfaction of the Council[20].

11. The ROLD Act has never been repealed and is still in force. It was referred to as the relevant governing legislation for the USH in a 1979 case *Downes v Commissioner of Crown Land* (an

[15] The Council now has the powers of the Lake Ellesmere Domain Board.
[16] Section 168(3) ROLD Act
[17] This translates to 505.85m2.
[18] Section 168(4) ROLD Act. An example of that type of licence conditions was referred to in the case *Downes v Commissioner of Crown Lands* – condition 7 of the licence in issue required that if a licence was granted over a section on which no fishing hut was erected, the Board could require a licence to erect a fishing hut within three calendar months.
[19] Section 168(2) ROLD Act
[20] Section 168(4) ROLD Act

appeal against the refusal of the Springston South Domain Board to approve certain building proposals)[21].

12. The ROLD Act contains the power to grant a licence to occupy the reserves but it doesn't mention a specific term. The reserve itself is still administered and managed under Reserves Act 1977, which remains relevant, including when considering the term of any licence.

13. **Summary**: The only power for Council to grant a licence over the reserve is under the ROLD Act but the reserve itself is still managed under the Reserves Act, which remains relevant, in relation to the term of licence and administration and management of the reserve.

What term can be granted?

14. At its 5 March 2025 meeting, the Council noted legal constraints in the Reserves Act 1977 limit licences to a maximum of 33 years. Council considers it cannot grant a licence longer than this period[22].

15. As set out above, Council can only grant licences under the ROLD Act. There is no provision limiting the term for licences under the ROLD Act, nor any guidance as to an appropriate term.

16. The reserve is still under the umbrella of the Reserves Act 1977[23], so relevant considerations to guide what term is appropriate (alongside s168 of the ROLD Act) would include[24]:
    (i) the overarching purpose of the Reserves Act;
    (ii) the specific reserve classification i.e. local purpose reserve for hut settlement; and
    (iii)lease and licence terms available for various reserve types under the Reserves Act.

17. Under the Reserves Act, the following terms can be granted:

    (i) A lease over a historic reserve for a term not exceeding 33 years[25], with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple[26].

[21] *Downes v Commissioner of Crown Lands* SC Christchurch 7/78 [1979] NZHC 208 (8 November 1979). Interestingly, the Judge notes that "No formal written licence is apparently issued. The conditions are drawn to the attention of prospective licensees by the application form which requires a signature by the assignee over an acknowledgement that he has read the conditions under which the licence is held as printed on the back and undertaking if the transfer be approved to comply with the conditions."
[22] Section 61 Reserves Act 1977
[23] The ROLD Act only gives statutory authority to grant leases and licence over what was a recreation reserve to erect, use and occupy huts but other relevant provisions of the Reserves Act 1977 continue to apply.
[24] Also relevant at an individual licence holder level will be any major non-compliance with essential licence terms and conditions e.g. persistent nonpayment of rent.
[25] Also relevant is if a lease is granted for a term of 35 years or more, this is deemed to be a subdivision for the purposes of the Resource Management Act 1991. Most leases are for less than 35 years to avoid this complication. A renewal of a lease is considered a new lease, so a renewal for 33 years after an initial 33-year term is not additive – it is not a 66-year term.
[26] For domestic residential purposes or for the carrying on of any activity, trade, business, or occupation in any building or on any specified site within the reserve and grant leases of any such building or site for any such purpose or purposes, s58A(4)

(ii) A lease over a local purpose reserve for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple[27].

(iii) Leases and licences over scenic and recreation reserves for 33 years with the "ability for further similar terms to be granted[28].

(iv) Where a recreation reserve is not being used/not likely to be used, a lease can be granted for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple,[29].

18. The longest term for a lease is 33 years, with a right of renewal, and in perpetuity; and for licences, 33 years, with the ability for further similar terms to be granted. For licences, "terms" is plural – it is not restricted to one further term of 33 years.

19. As the reserve is a local purposes reserve, section 61 of the Reserves Act is relevant. Reading the ROLD Act and section 61 of the Reserves Act together, a licence[30] can be granted for a term not exceeding 33 years, with or without a right of renewal[31], perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple.

20. Council has a discretion within the above, but technically there is no limit on the term of a licence for the USH under the Reserves Act 1977.

21. Also relevant in deciding what term is appropriate is the purpose of Local Government Act 2002 (LGA 2002). There are dual purposes[32] under the LGA 2002:

(i) To provide for democratic and effective local government that recognises the diversity of New Zealand communities – in this case it would be the diversity of Upper Selwyn Huts community[33]; and

(ii) To promote the social, economic and cultural well-being of communities in the present and for the future[34]. Here, it is the well-being of the Upper Selwyn Huts community that is relevant both in the present and more particularly in the future.

22. Given Council must manage the reserve for its specific purpose, and in accordance with the broader purposes of the Local Government Act 2002, in the absence of reasons to grant a shorter

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[27] For a community building, playcentre, kindergarten, Plunket room, or other like purposes: and for farming, grazing, cultivation, cropping, or other like purpose, s61(2B).
[28] See Schedule 1 for details of specific types of leases and licences.
[29] For farming, grazing, afforestation, s73(3) and Schedule 1.
[30] In accordance with the ROLD Act, Council can only grant a licence, not a lease.
[31] A right of renewal normally contemplates the grant of a new lease/licence but this is exercisable as a condition of the lease/licence document itself. The only limit is usually that lessor or licensor is satisfied that the terms and conditions of the lease or licence have been complied with. See e.g. Schedule 1 Reserves Act 1977.
[32] Section 3 and 10 Local Government Act 2002.
[33] Being a New Zealand community, as set out in section 3 Local Government Act 2002
[34] Section 10(1)(a) Local Government Act 2002

or finite term, Council should grant licences for a term consistent with the continued existence of the hut settlement.

23. **Summary**: Reading the ROLD Act and section 61 of the Reserves Act together, there is no limit on the term of a licence that can be granted for the USH. ~~under the ROLD Act so it . Guidance under the Reserves Act indicates I~~ Licences can be granted for up to 33 years, with the ability for further similar terms to be granted, with no limit specified. The specific reserve purpose is relevant to consider (for hut settlement purposes) alongside the relevant purposes of the LGA 2002 to recognise the diversity of the Upper Selwyn Huts community[35] and to promote the social, economic and cultural well-being of that community both now and for the future[36].

(ii) Council not bound by 2019 resolution to require a finite term

24. Residents are concerned Council is still relying on its May 2019 Resolution to justify imposing a finite term i.e. 'Hut licences and subsequent renewals are short term and ultimately for a finite period". The proposed 15-year finite term in 2024 flowed from this 2019 Resolution.

25. Reasons residents consider Council is still relying on this Resolution to justify a finite term for the next phase of consultation options include:

    (i) On 5 March 2025 the Council publicly excluded workshop about the Selwyn Huts states under the heading "Guiding principles and assumptions" [37]:

    The Deed of Licence is finite (regardless of whether this involves triggers or a set date).

26. The meeting Agenda for this meeting (21 May 2025) includes four (4) references to either the 2019 Resolution and/or a finite term – sections 3.3.5, 3.3.7, 4.11 and section 5.2.

27. The most concerning item is under the heading **Licence Term Options,** where section 5.2 states:

    On 8 May 2019 Council unanimously determined that 'Hut licences and subsequent renewals are short term and ultimately for a finite period'.

28. Section 5.3 goes on to state "This section of the consultation aims to satisfy Council's direction to provide long-term certainty for the licence holders."

29. Section 5.4 sets out:

    "The consultation asks the following two questions:

    (i) Please select your preferred licence term from the options below
    o Option A: Fixed term of 5 years with a final, non-renewable expiry date. Why is this your preferred option?
    o Option B: A single fixed term of 30 years with a final, non-renewable expiry date. Why is this your preferred option?
    o Option C: Rolling 10-year terms with the ability to renew, up to a maximum of 30 years total (10 + 10 + 10 years). Why is this your preferred option?

[35] Being a New Zealand community, as set out in section 3 Local Government Act 2002
[36] Section 10(1)(a) Local Government Act 2002
[37] Page 29

(ii) Do you have any other feedback?"

30. It seems clear the finite options included above flow from both Council's view that the Reserves Act limits the term of licences and the 2019 Resolution reference to a finite term is still binding, even though process that flowed from that and the resulting 15-year finite term have been paused. It is also unclear whether Council has considered the relevant purposes of the LGA 2002.

31. As set out in my correspondence to Council dated 23 May 2024, Council reference to (and reliance on) a "finite term" for the USH licences is misguided, factually and legally:

    (i) It arose out of the Council's 2019 Resolution made in the context of issues with funding of and solutions for wastewater.
    (ii) As the wastewater issue has been resolved this is no longer an issue and cannot be used as justification for a short (or finite) term.

32. I also note that in the Council minutes from the 24 July 2024 meeting, two of the resolutions were to:

    (i) engage with the USH community through to 1 March to develop a proposal concerning the future licensing arrangements for the USH; and

    (ii) pause the current USH process that would have resulted in a deed of licence (DOL) being issued for a maximum total of 15 years.

33. A potentially shorter term (via a longer term with triggers) could be justified if there was an imminent threat to the huts from e.g. climate change. Given the recent findings of Aqualinc and the Jacobs Report[38] that there is no pressing risk in the next 30 or so years, this cannot be used as justification for a short (or finite) term.

34. If any issues arise which are backed by scientific evidence, these could be accommodated by environmental trigger(s) conditions in the licence.

35. **Summary**: Council should not rely on the 2019 Resolution to justify a finite term. There also aren't any reasons e.g. climate change, that would justify a shorter, finite term.

(iii) Purpose of the reserve and historic values

36. The overarching purpose of the Reserves Act is set out in section 3[39]:

    It is hereby declared that, subject to the control of the Minister, this Act shall be administered in the Department of Conservation for the purpose of—

[38] Presented to Council in a public excluded Councillor Workshop, on 5 March 2025, the report stated "One of the key drivers for retreat was the anticipated impacts from climate related hazards. SDC have since received technical presentations from Environment Canterbury and Aqualinc that show **the risk is not as significant as previously thought**. Given this, the work and related engagement process, are currently on hold pending further direction from the Council after a review of the updated information.

[39] Section 3(1) Reserves Act

(a) providing, for the preservation and management for the benefit and enjoyment of the public, areas of New Zealand possessing—

(i) recreational use or potential, whether active or passive; or
(ii) wildlife; or
(iii) indigenous flora or fauna; or
(iv) environmental and landscape amenity or interest; or
(v) natural, scenic, historic, cultural, archaeological, biological, geological, scientific, educational, community, or other special features or value.

37. The purpose of a local purpose reserve is[40]:

> It is hereby declared that the appropriate provisions of this Act shall have effect, in relation to reserves classified as local purpose reserves for the purpose of providing and retaining areas **for such local purpose or purposes as are specified in any classification of the reserve.**

Hut settlement

38. At the request of the Council[41], the reserve where the huts are situated was reclassified by DoC in 2015 from recreation reserve to "local purpose reserve for the purpose of hut settlement", "which would more accurately define its current use"[42]. The Council decided what the purpose of the reserve was to be, and DoC approved it.[43]

39. "Hut settlement" isn't defined or further described in the Reserves Act. The ordinary meaning of "settlement" includes "a community formed by members of a group, esp. of a religious sect.[44]" "Religious sect" is not applicable here, but the idea of a community formed by members of a group is. "Community"[45] is defined as "a group of people living in one locality".[46]

40. The purpose of the reserve is clearly focussed on the community of people who live at the Upper Selwyn Huts.

41. The reserve purpose (hut settlement) is also reflected in the current Licences which state (**bolding** mine):
    (i) Clause 1.1 "Licence" means **permanent licence** (as described in Schedule 1) granted by the Licensor to the Licensee under this licence.
    (ii) Under the heading TYPE OF LICENCE, Clause 4.1provides:

> The various lots on the Reserve have been set aside by the Licensor to be granted to Licensees as: …(a) **permanent licences**,
> and the type of Licence granted to the Licensee is specified in Schedule 1.

    (iii)Schedule 1 Item 12. Licence Type**: Permanent**.

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[40] Section 23 Reserves Act
[41] See letter dated 11 March from DoC to the Council. DoC "has consented to your proposed classification".
[42] E-mail from Selwyn District Council 4 May 2009 (it is unknown who it is to, as that is redacted).
[43] See e-mail from DoC to the Council on March 31, 2010, where DoC informed the Council, it needed to decide what it considered to be the most appropriate classification given its current use. DoC suggested local purpose (community purposes). By October 2009, the Council has decided the area would be reclassified as Local purpose (hut settlement), see letter from the Council to DoC 23 October 2009.
[44] Collins Shorter English Dictionary, Harper Collins 1994
[45] Collins Shorter English Dictionary Harper Collins 1994
[46] Collins Shorter English Dictionary Harper Collins 1994

(iv) Schedule: **Permanent** licences terms and limitations on use**:**
The Licensee may **permanently occupy** the Lot and reside in the hut in accordance with the terms and conditions of the grant of licence provided in this Licence.

42. Residents advise there are precedents for licence renewals over 130 years. Even though the licences have been for 5-year terms with rights of renewals, Residents always understood the renewals to be for the purpose of "refreshing" licence terms and conditions, not anything to do with the term itself, which Residents have always understood was permanent.

43. The Department of Conservation also verbally told residents they should be able to stay long term with the reclassification to local purpose hut settlement.

Historic features

44. Section 23(2) of the Reserves Act provides that having regard to the specific local purpose for which the reserve is classified, each reserve shall be managed so that where there are…**historic features present**, those features shall be managed and protected to the extent compatible with the primary purpose of the reserve.

45. The historic features and values of the reserve have been assessed by Under Over Architecture Ltd (UOA) in their Statement of Significance[47]. There are significant heritage/historic values present at the Upper Selwyn Huts[48], which include

(i) taken as a whole the USH retain a high degree of integrity, which is not necessarily tied to the structure of individual buildings, but to the historic identity of the community as a whole.
(ii) the group value of the USH is integral to its heritage significance.
(iii) the current owners and occupiers retain a particularly high sense of esteem for the historic values of the settlement and form a united community.
(iv) the USH community retains significance for the families, owners and occupiers; and

46. These specific values also link to the purpose of the reserve, which focuses on the community.

47. UOA recommends the Upper Selwyn Huts remain on their current site; that they are entered on HNZPT's List/Rārangi Korero as a historic area; and that they are added to SDC's District Plan heritage schedule.

(iv) Powers and obligations of Council

Functions of Council

48. The Minister of Conservation appoints a local authority to control and manage a reserve "for better carrying out the purpose of any reserve", for the **particular purpose for which it was classified**[49].

[47] The Report is still in draft at the date of this opinion, but the findings are not expected to change.
[48] See Appendix Two for a summary.
[49] Section 28(1) of the Reserves Act (appointment to control and manage). The local authority can also expend and apply money in controlling and managing the reserve in accordance with the particular purpose for which the reserve is classified, s28(1) Reserves Act.

49. The functions of administering bodies include[50] to ensure the use, enjoyment, development, maintenance, protection and preservation as the case may require, of the reserve **for the purpose for which it is classified**[51].

50. There is a high standard expected of administering bodies to "ensure" the use, enjoyment etc. of the reserve and also a clear focus on the specific purpose for which a reserve has been classified. This should guide the Council in any decision making about the reserve, the huts and the community living in the huts, particularly the term of any licence.

51. **Summary**: Given the purpose of the reserve is a "hut settlement", and given the Council must ensure use and enjoyment of the reserve for the purpose for which it has been classified, in the absence of justifiable reasons to grant a shorter or finite term, the Council should grant a licence for a term consistent with the continued existence of the hut settlement.

(v) Options

52. Following the July 2024 Council meeting where Council resolved to engage with the community to develop a proposal concerning future licencing arrangements, consultation was undertaken and included four licence holder meetings, four Committee meetings and five drop-in sessions with other residents[52]. The range of options Councillors considered were:

(i) Option 1: Fixed year term less than 33 years with clear retreat conditions.
(ii) Option 2: Triggers with a fixed term (e.g. environmental factors determining relocation)
(iii) Option 3: Triggers with no end date, relying on environmental conditions.
(iv) Option 4: 5-year rollover.

53. The majority of councillors supported Option 2 (Triggers with a fixed-term duration).The duration discussed leaned towards 20-33 years with transfer options to be made clear prior to the end date to provide certainty for the community.

54. Given:

(i) Council is not bound by any finite licence term under the ROLD Act or the Reserves Act;

(ii) The Reserves Act indicates a licence for more than one term of 33 years can be granted, with no specific end date;

(iii) Council is not bound by its 2019 Resolution to only consider a finite term;

(iv) The purpose of the local purpose reserve is "hut settlement", which includes the notion of a community of people living together;

(v) There are specific historic values of the reserve relevant to consider, which includes a focus on the community;

[50] In accordance with the Act and the means at its disposal
[51] Section 40 Reserves Act.
[52] Public excluded Council Workshop 5 February 2025.

(vi) A function of the Council is to ensure the reserve is used and enjoyed for the purpose for which it is classified;

(vii) Council must consider the dual purposes of the LGA 2002 and recognise the diversity of the Upper Selwyn Huts community[53] and promote the social, economic and cultural well-being of that community both now and for the future[54];

(viii) Given the reserve purpose is "hut settlement", and in accordance with the broader purposes of the Local Government Act 2002, in the absence of justifiable reasons to grant a shorter or finite term[55], Council should grant a licence for a term consistent with the continued existence of the hut settlement;

~~55.~~ Residents seek a licence term of 30 years with rights of renewal for further terms of 30 years, subject to environmental triggers (specific triggers to be agreed) ~~Residents seek Option 3 from the July 2024 Council meeting be added as Option four to the options to be consulted on[56]. Option 3 seems the most appropriate:~~

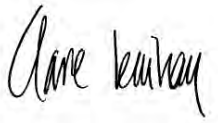
~~*Triggers with no end date, relying on environmental conditions.*~~

B. Significance and Engagement

Confirm this issue continues to be classed as "significant", as classified in 2024 by Council.

56. It is unclear why Council staff consider this issue is now "moderate". The circumstances surrounding the categorisation of the issue as "significant" in 2024 have not changed, so the categorisation should stay the same. This means the Special Consultative Procedure should be used/continue to be used and more time is needed for that. Kirrily Fea will talk about this in more detail.

Clare Lenihan



Barrister

[53] Being a New Zealand community, as set out in section 3 Local Government Act 2002
[54] Section 10(1)(a) Local Government Act 2002
[55] E.g. flooding, climate change, health and safety, persistent breach of fundamental terms and conditions of Licence
[56] Section 5.2 of the Council Agenda.

Appendix One – Section 61 Reserves Act 1977

Section 61 Powers (including leasing) in respect of local purpose reserves

(1) The administering body of a local purpose reserve may, in the exercise of its functions under section 40, do such things as it may from time to time consider necessary or desirable for the proper and beneficial management, administration, and control of the reserve and for the use of the reserve for the purpose specified in its classification.
(2) The administering body, in the case of a local purpose reserve that is vested in the administering body, is hereby declared to be a leasing authority of that reserve for the purposes of the Public Bodies Leases Act 1969.
(2A) In addition to the powers of leasing conferred by subsection (2), the administering body, in the case of a local purpose reserve that is vested in the administering body, may lease all or any part of the reserve to any person, body, voluntary organisation, or society (whether incorporated or not) for any of the following purposes:

(a) community building, playcentre, kindergarten, plunket room, or other like purposes:
(b) farming, grazing, cultivation, cropping, or other like purposes.

(2B) A lease granted pursuant to subsection (2A) shall be subject to the following provisions:

(a) the lease shall be for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple, and, subject to paragraph (b), shall be on such other conditions as the administering body determines:
(b) the lease shall include a condition that the land leased shall be used solely for such purposes as are specified in the lease, and that upon breach of that condition the administering body may terminate the lease in such manner as is prescribed or implied in the lease, whereupon the land, together with all improvements, shall revert to the lessor without compensation being payable to the lessee for improvements or otherwise.

(3) The powers of leasing conferred on an administering body by this section shall, with respect to any local purpose reserve which is not vested in an administering body, be exercised by the Commissioner.

Appendix Two – Heritage Values

1. USH obtained a Statement of Significance from Under Over Architecture Ltd (**UOA**), in relation to the heritage values of the USH. Findings in the report included:

    a. the USH have significant architectural values and increasingly high rarity values.
    b. the USH are highly representative not only of early fishing hut communities but small New Zealand holiday spots.
    c. taken as a whole the USH retain a high degree of integrity, which is not necessarily tied to the structure of individual buildings, but to the historic identity of the community as a whole.
    d. the group value of the USH is integral to its heritage significance.
    e. the current owners and occupiers retain a particularly high sense of esteem for the historic values of the settlement and form a united community.
    f. the USH community retains significance for the families, owners and occupiers; and
    g. the USH are extremely vulnerable given the Council is seeking to terminate the leases to the land on which the community is built.

2. UOA recommends[57] that because of the heritage values the Upper Selwyn Huts:
    a. remain on their current site.
    b. are entered on Heritage New Zealand Pouhere Taonga's (HNZPT's) List/Rārangi Korero as a historic area; and
    c. are added to SDC's District Plan heritage schedule.

.

[57] UOA also notes that HNZPT is opposed to the demolition of historic buildings, except for cases where it is unavoidable due to the structure being beyond repair. Demolition is viewed as inconsistent with sustainable management of resources and as an irreversible removal of cultural heritage that is often regretted in the future.

Nathan and Fiona Ngakuru

[redacted]

Springston 7674.

27/06/25

For: Selwyn District Council – Omission of 2019 Finite Decision During Purchase of [redacted]

(Without prejudice)

Kia Ora[redacted]

We are writing to seek a remedy for the Council's omission of the 2019 finite decision to impose finite licence terms, which was not disclosed to us during our purchase in 2022.

Unlike others who purchased property at Upper Selwyn Huts after 2019, Nathan & I were living overseas at the time and had to rely entirely on the information provided to us by Council. We received a number of Council documents including the Deed of Licence, the Transfer to accompany the Deed and the Guide to buying a hut at the Upper Selwyn Huts. We also received email correspondence about the wastewater system and instructions to set up a direct debit for licence and rates payments. A LIM report was not required for our purchase and we did not request one.

Unfortunately, there was no mention in any of the documents or email communications that a finite term decision had already been made in 2019. We have written confirmation from our conveyancing lawyer that this decision was never disclosed or made known to us during the transaction.

As you will appreciate, there is recognised authority in New Zealand that public bodies owe a duty of care when providing specific information that individuals rely on. A material policy change of this nature should have been clearly communicated in the Deed of Licence and the Guide to Buying a Hut. We believe this amounts to negligence - and negligent misstatement by omission. The fact that this information is now included in Council's documentation for new purchasers further highlights that it was previously overlooked.

On a personal note, please understand that Nathan and I worked incredibly hard to create a home for ourselves and our children. We invested everything we had into the purchase of Billens Ave. This has now been completely undermined. We are left living day to day with a ticking clock over our heads - one that we didn't even know existed at the time of purchase.

We believe it would be appropriate for the Council to acknowledge this omission by offering some form of remedy. If support could be offered to help us relocate, we would be very grateful. This could be through a ‘rent-to-buy’ arrangement, or alternatively the security of social housing being made available to us.

We appreciate the sensitivity of this situation and respectfully ask that our request be treated in confidence. We are open to further discussion and look forward to hearing from you.

Thank you.

Kind regards,

Nathan and Fiona Ngakuru

Submitter Number: 68

Full Name: Fiona Ngakuru
Organisation:
Wish to speak to the submission: Yes

What is your connection or interest to Upper Selwyn Huts?

Other
Joint ownership of home with husband Nathan. Nathan's name is on the licence.

What is your interest in the area?

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options

Please explain the reason for your selection:

Do you have any other feedback on licence terms?
Yes

Please add your comments
Without knowing a justifiable reason or reasons for a finite term I cannot agree to any of the above options.
All of the reasons that have been given to date, when looked at more closely, do not appear to have any substance to them.
• Wastewater - resolved.
• Climate change and groundwater – Ecan and the Aqualinc report show little risk until around 2080.
• Cultural reasons – mentioned last year but never discussed with us. If this is the real reason for terminating licences Council should have the decency to be open with us about it. Keep in mind too, Council has a duty to support our culture.

• Fire risk – From our discussions with Fire and Emergency NZ I believe they do not share the same concerns as Council. Additionally if there are genuine concerns around this, people do not need to be evicted from their homes. Education is all that is needed and we have been proactive as a community around this.
• None of the above either individually or collectively justify an end date for us to live in our homes.
• More recently Council has stated it cannot legally grant licence terms beyond 33 years. Contrary to this, our Barrister Clare Lenihan (opinion dated 20.06.25) clearly shows that Council can grant renewable terms under the relevant legislation with each term being 33 years or less.
• Council have an obligation to preserve and protect the local purpose reserve for the purpose it is classified, that being, Hut Settlement.
• Council has responsibilities to support our cultural, social and economic wellbeing now and into the future. Is telling us to move from our homes with potentially nowhere else to go really supporting our wellbeing?
To that end, I am in support of a 30 year licence term with the rights of renewal for further terms of 30 years subject to environmental triggers. These specific triggers would need to be agreed upon.

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?

Yes
Please explain your reason:

The environmental events (triggers) listed here do not make sense to me. They are very broad and seem to be an easy ‘get out’ clause for Council to use.

- Road maintenance is not a reason to evict a community.
- Land movement is EQC jurisdiction and should be dealt with accordingly.
- I feel the community is really proactive with regards evacuations during a flood event. This could be made more robust if needed to ease Council’s concerns.
- Civil Defence have confirmed they will always look for other means of access during a flood event if needed.
- The third one listed above is tricky. Of course I would never want anything to happen to anyone but is it fair to put an incident causing injury or death in a Deed of Licence for a whole community to sign as a reason to terminate licences, without even knowing what the circumstances were? For example, if someone does something stupid during a flood event, like jumps into the river and loses their life, is it fair the whole community pays for the irresponsible actions of a single individual?

Perhaps instead this one could trigger an independent investigation to determine if the huts are still safe to live in.

Are there any additional events that you think should be considered?
No
Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments
That no one should lose their home due to road maintenance. Predictive events can be mitigated against and unpredicted events should not preemptively lose people their homes.

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

Yes
Please add your comments

I understand Council's desire to hold a bond. However, at this time, I do not see any reasons for ending our licences to live here so on that basis, I do not see a reason to pay a bond.

Please add your comments:

In 2050 or 2060 (ie closer to 2080 when Climate Change may have an impact on us living here) I would be okay with paying a bond at that stage.

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
Yes

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?

Other

Please add your comments:

I cannot agree to regular inspections in any shape or form. I think we have been subjected to enough stress over the last year and a half. I see this programme as being another way to 'rub salt in the wound'. If Council enforces an inspection programme, for us it would mean more stress and the constant worry of if things are not kept up to Council's standards we risk potentially huge cost and/or losing our home. All we are asking is to be treated the same as the rest of the district. Nowhere else has a targeted programme like this and I believe Council is overstepping with regards its responsibilities. Council administers the land, you are not the landlord of our homes.

Do you think the checklist covers the right things?
No
Please specify what you would change
Anything that is not already included in Selwyn District's Dangerous, Insanitary or Affected Buildings Policy.

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication
Remediation of issues should not cost more than is practical with X number of years left on the licence. Timeframes for remediation should be very generous.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Clare Lenihan LLB, MusB

ENVIRONMENTAL & PUBLIC LAW BARRISTER

20 ~~May~~ June 2025 NB. This Letter has been updated for Upper Selwyn Huts Residents to include as part of their submissions to Selwyn District Council consultation on future licences. It has not been sent directly to Council. Also note the comments on significance and engagement are no longer relevant, given consultation has commenced.

Chief Executive
Selwyn District Council
2 Norman Kirk Drive
Rolleston 7643
Att: Sharon Mason

Without Prejudice

C/- Mark Odlin, Buddle Findlay.
Cc Mayor and Councillors

By e-mail: mark.odlin@buddlefindlay.com

Dear Sharon,

Re: Upper Selwyn Huts – Council meeting ~~21 May~~ September 2025 - process for further consultation on options for the future of Upper Selwyn Huts and Licence term

1. I represent the Upper Selwyn Huts residents (the Residents).

2. In terms of the Council meeting 21 May 2025, the Residents have asked me to address their concerns around:

   (i) the proposed licence term options (three) for consultation, which only have finite terms (5 years or 30 years) These finite terms unnecessarily restrict options the Council has and likewise restrict options for consultation with the community; and

   (ii) the downgrading of the significance of this issue by Council to "moderate" from "significant".

3. For the detailed reasons set out in this letter, in summary the Residents seek Council (specific requests in *italics*):

   A. Licence Term options

   Residents seek a licence term of 30 years with rights of renewal for further terms of 30 years, subject to environmental triggers (specific triggers to be agreed) ~~*Add a fourth option for consultation regarding the Licence term i.e. "Triggers with no end date, relying on environmental conditions."*~~

   Reasons:

   (i) Council is not bound by a specific finite term under the ~~Reserves Act – these licences are granted under the~~ Reserves and Other Lands Disposal and Public Bodies Empowering Act 1924 (the **ROLD Act**). The provisions in the ROLD Act authorising building huts on the

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reserve were enacted as no lease could be granted under the relevant legislation at the time [1] for buildings over reserves, nor granted for a term longer than 21 years. The ROLD Act specifically overrides these two limits. **There is no limit on term under that Act**.

(ii) Council is also not bound to have a finite term by virtue of its 2019 resolution that said licences should be short term and finite. The reasons for that resolution (wastewater) no longer apply. Council also resolved in July 2024 to pause the process under which a finite term of 15 years was proposed (which relied on the 2019 resolution).

(iii) In deciding the appropriate term, it is important to consider the purpose of the reserve. In 2015 the Council sought the Crown (Department of Conservation) change the reserve purpose from recreation to – **local purpose reserve for hut settlement purposes**. This is very specific, and "hut settlement" includes the idea of a **community of people**. There are also significant historic/heritage values to consider, which also focus on the community.

(iv) The Reserves Act provides for leases and licences to be issued for terms of up to 33 years, with or without a right of renewal[2] (which is included as a condition of the lease or licence), perpetual or otherwise, for the same or any shorter term[3]. A renewal option means a condition is included the licence that if at the end of the term the licensee has complied with all the terms and conditions, they can opt to exercise a right of renewal for a further term of e.g. 33 years (Council must then grant a further term of 33 years).

(v) When reading the ROLD Act and relevant Reserves Act provisions together[4], Council can grant a licence[5] for a term not exceeding 33 years, with or without a right of renewal[6], perpetual or otherwise. Council has a discretion to decide the term (not greater than 33 years at any one time) and whether to include a renewal option in the licence. The total term, including renewals could be up to e.g. 66 years, or 99 years (but the term is no greater than 33 years at one time). Technically **there is no limit on the total term of a licence for the USH under the Reserves Act 1977.**

(vi) In deciding what term is appropriate Council should consider not only the purpose of the Reserves Act and the particular reserve purpose (for hut settlement purposes), but also, as part of its broader role, the dual purposes in the Local Government Act 2002[7]. These dual purposes include recognising the diversity of the Upper Selwyn Huts community[8] and promoting the social, economic and cultural well-being of that community both now and for the future[9].

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[1] The Public Reserves and Domains Act 1908, section 34.
[2] A right of renewal normally contemplates the grant of a new lease/licence but this is exercisable as a condition of the lease/licence document itself. The only limit is usually that lessor or licensor is satisfied that the terms and conditions of the lease or licence have been complied with. See e.g. Schedule 1 Reserves Act 1977.
[3] It varies depending on lease types and the specific activity proposed.
[4] Section 168 ROLD Act and Section 61 Reserves Act 1977
[5] In accordance with the ROLD Act, Council can only grant a licence, not a lease.
[6] A right of renewal normally contemplates the grant of a new lease/licence but this is exercisable as a condition of the lease/licence document itself. The only limit is usually that lessor or licensor is satisfied that the terms and conditions of the lease or licence have been complied with. See e.g. Schedule 1 Reserves Act 1977.
[7] Section 3 and 10 Local Government Act 2002.
[8] Being a New Zealand community, as set out in section 3 Local Government Act 2002
[9] Section 10(1)(a) Local Government Act 2002

(vii) Given Council must manage the reserve for its specific purpose, and in accordance with the broader purposes of the Local Government Act 2002, in the absence of reasons to grant a shorter or finite term, Council should grant licences for a term consistent with the continued existence of the hut settlement.

B. Significance and Engagement

Confirm this issue continues to be treated as "significant", as classified in 2024 by Council.

Reason:

It is unclear why Council staff consider this issue is now "moderate". The circumstances surrounding the categorisation of the issue as "significant" in 2024 have not changed, so the categorisation should stay the same. This means the Special Consultative Procedure should be used.

Detailed reasons and background

A. Licence term options

(i) Council not bound by finite term under the Reserves Act 1977

Under what Act is the power to grant a lease or licence?

4. The Crown is the registered proprietor of the reserve, and the Department of Conservation (**DoC**) is the responsible department. The Selwyn District Council (**the Council**) is the administering body for the reserve under the Reserves Act 1977 and has managed the reserve since its appointment in 1989[10].

5. The Council has advised it grants the USH Licences to Occupy pursuant to section 61 of the Reserves Act (set out in Appendix One), which sets out the powers (including leasing) in respect of local purpose reserves.

6. As the reserve is not vested in the Council, only the Commissioner[11] can grant a lease, for limited purposes[12] which do not apply here[13]. There is no power in section 61 of the Reserves Act for the Council to grant a licence[14].

[10] The 1989 reorganisation of local authorities included, among other things, the abolition of the Springston South Domain Board and the responsibility for governance of the reserve was transferred to the Council at that stage. The Council administered the reserve in conjunction with the Springston South Domain Committee until 2011, and then on its own thereafter.
[11] Although this section refers to "the Commissioner", this is now the Director General of Conservation, see s2 of the Reserves Act 1977.
[12] The limited purposes are community building, playcentre, kindergarten, Plunket room, or other like purposes, and for farming, grazing, cultivation, cropping, or other like purposes.
[13] Section 61(3) Reserves Act 1977
[14] The Minister can grant a licence by way of concession, s59A Reserves Act, but not the Council. Also see *Otuia Coastal Preservation Inc v Far North District Council* [2018] NZCA 262, a case involving the Reserves Act 1977. Of the ability to grant licences under the Reserves Act the Court noted "The power to grant licences is more constrained than the leasing power." At [97].

7. In 1999 Buddle Findlay provided advice to Council that the power to grant a licence for the USH is pursuant to s168(2) of the Reserves and Other Lands Disposal and Public Bodies Empowering Act 1924 (**ROLD Act**).

8. Section 168 of the ROLD Act provides (**bolding** mine):

   (1) Notwithstanding anything to the contrary in section thirty-four of the Public Reserves and Domains Act 1908, the Governor-General or the Minister of Lands may grant leases under that section over that part of the Lake Ellesmere Domain hereinafter described authorising the lessees to erect dwellings on the lands comprised in such leases, subject to the following provisions of this section and such other terms and conditions as he thinks fit.
   (2) Subject to the other provisions of this section, **the Lake Ellesmere Domain Board[15] may grant licences over the aforesaid part of the said domain authorizing the licensee to occupy the land the subject of the licence and to erect dwellings thereon; such licences shall contain such terms and conditions as the Board thinks fit.**
   (3) …
   (4) Every lease or licence granted under this section shall provide for the erection within a specified time on the land comprised therein of a building of a design and in accordance with plans and specifications to be approved by the Lake Ellesmere Domain Board, and may contain conditions, covenants, and restrictions with respect to the use and occupation of the land and dwellings, and as to the performance by the lessees of the same to the satisfaction of the said Domain Board.

9. Only the Governor General or the Minister of Lands can grant a lease, s168(1). The Council can only grant a licence, s168(2).

10. The grant of a licence to occupy under the ROLD Act is "subject to the other provisions of this section", s168(2). The relevant provisions in s168 are:

    (i) No lease or licence can be granted over any allotment exceeding [16] "twenty perches"[17]
    (ii) Huts are to be built within a specified time, with a design in accordance with plans and specification to be approved by the Council[18]
    (iii) The licence shall contain such terms and conditions as the Council thinks fit[19]; and
    (iv) The lease or licence may contain such conditions, covenants and restrictions with respect to the use and occupation of the land and dwelling and as to the performance by the lessees to the satisfaction of the Council[20].

11. The ROLD Act has never been repealed and is still in force. It was referred to as the relevant governing legislation for the USH in a 1979 case *Downes v Commissioner of Crown Land* (an

[15] The Council now has the powers of the Lake Ellesmere Domain Board.
[16] Section 168(3) ROLD Act
[17] This translates to 505.85m2.
[18] Section 168(4) ROLD Act. An example of that type of licence conditions was referred to in the case *Downes v Commissioner of Crown Lands* – condition 7 of the licence in issue required that if a licence was granted over a section on which no fishing hut was erected, the Board could require a licence to erect a fishing hut within three calendar months.
[19] Section 168(2) ROLD Act
[20] Section 168(4) ROLD Act

appeal against the refusal of the Springston South Domain Board to approve certain building proposals)[21].

12. The ROLD Act contains the power to grant a licence to occupy the reserves but it doesn't mention a specific term. The reserve itself is still administered and managed under Reserves Act 1977, which remains relevant, including when considering the term of any licence.

13. **Summary**: The only power for Council to grant a licence over the reserve is under the ROLD Act but the reserve itself is still managed under the Reserves Act, which remains relevant, in relation to the term of licence and administration and management of the reserve.

What term can be granted?

14. At its 5 March 2025 meeting, the Council noted legal constraints in the Reserves Act 1977 limit licences to a maximum of 33 years. Council considers it cannot grant a licence longer than this period[22].

15. As set out above, Council can only grant licences under the ROLD Act. There is no provision limiting the term for licences under the ROLD Act, nor any guidance as to an appropriate term.

16. The reserve is still under the umbrella of the Reserves Act 1977[23], so relevant considerations to guide what term is appropriate (alongside s168 of the ROLD Act) would include[24]:
    (i) the overarching purpose of the Reserves Act;
    (ii) the specific reserve classification i.e. local purpose reserve for hut settlement; and
    (iii)lease and licence terms available for various reserve types under the Reserves Act.

17. Under the Reserves Act, the following terms can be granted:

    (i) A lease over a historic reserve for a term not exceeding 33 years[25], with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple[26].

[21] *Downes v Commissioner of Crown Lands* SC Christchurch 7/78 [1979] NZHC 208 (8 November 1979). Interestingly, the Judge notes that "No formal written licence is apparently issued. The conditions are drawn to the attention of prospective licensees by the application form which requires a signature by the assignee over an acknowledgement that he has read the conditions under which the licence is held as printed on the back and undertaking if the transfer be approved to comply with the conditions."
[22] Section 61 Reserves Act 1977
[23] The ROLD Act only gives statutory authority to grant leases and licence over what was a recreation reserve to erect, use and occupy huts but other relevant provisions of the Reserves Act 1977 continue to apply.
[24] Also relevant at an individual licence holder level will be any major non-compliance with essential licence terms and conditions e.g. persistent nonpayment of rent.
[25] Also relevant is if a lease is granted for a term of 35 years or more, this is deemed to be a subdivision for the purposes of the Resource Management Act 1991. Most leases are for less than 35 years to avoid this complication. A renewal of a lease is considered a new lease, so a renewal for 33 years after an initial 33-year term is not additive – it is not a 66-year term.
[26] For domestic residential purposes or for the carrying on of any activity, trade, business, or occupation in any building or on any specified site within the reserve and grant leases of any such building or site for any such purpose or purposes, s58A(4)

(ii) A lease over a local purpose reserve for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple[27].

(iii) Leases and licences over scenic and recreation reserves for 33 years with the "ability for further similar terms to be granted[28].

(iv) Where a recreation reserve is not being used/not likely to be used, a lease can be granted for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple,[29].

18. The longest term for a lease is 33 years, with a right of renewal, and in perpetuity; and for licences, 33 years, with the ability for further similar terms to be granted. For licences, "terms" is plural – it is not restricted to one further term of 33 years.

19. As the reserve is a local purposes reserve, section 61 of the Reserves Act is relevant. Reading the ROLD Act and section 61 of the Reserves Act together, a licence[30] can be granted for a term not exceeding 33 years, with or without a right of renewal[31], perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple.

20. Council has a discretion within the above, but technically there is no limit on the term of a licence for the USH under the Reserves Act 1977.

21. Also relevant in deciding what term is appropriate is the purpose of Local Government Act 2002 (LGA 2002). There are dual purposes[32] under the LGA 2002:

(i) To provide for democratic and effective local government that recognises the diversity of New Zealand communities – in this case it would be the diversity of Upper Selwyn Huts community[33]; and

(ii) To promote the social, economic and cultural well-being of communities in the present and for the future[34]. Here, it is the well-being of the Upper Selwyn Huts community that is relevant both in the present and more particularly in the future.

22. Given Council must manage the reserve for its specific purpose, and in accordance with the broader purposes of the Local Government Act 2002, in the absence of reasons to grant a shorter

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[27] For a community building, playcentre, kindergarten, Plunket room, or other like purposes: and for farming, grazing, cultivation, cropping, or other like purpose, s61(2B).
[28] See Schedule 1 for details of specific types of leases and licences.
[29] For farming, grazing, afforestation, s73(3) and Schedule 1.
[30] In accordance with the ROLD Act, Council can only grant a licence, not a lease.
[31] A right of renewal normally contemplates the grant of a new lease/licence but this is exercisable as a condition of the lease/licence document itself. The only limit is usually that lessor or licensor is satisfied that the terms and conditions of the lease or licence have been complied with. See e.g. Schedule 1 Reserves Act 1977.
[32] Section 3 and 10 Local Government Act 2002.
[33] Being a New Zealand community, as set out in section 3 Local Government Act 2002
[34] Section 10(1)(a) Local Government Act 2002

or finite term, Council should grant licences for a term consistent with the continued existence of the hut settlement.

23. **Summary**: Reading the ROLD Act and section 61 of the Reserves Act together, there is no limit on the term of a licence that can be granted for the USH. ~~under the ROLD Act so it . Guidance under the Reserves Act indicates I~~ Licences can be granted for up to 33 years, with the ability for further similar terms to be granted, with no limit specified. The specific reserve purpose is relevant to consider (for hut settlement purposes) alongside the relevant purposes of the LGA 2002 to recognise the diversity of the Upper Selwyn Huts community[35] and to promote the social, economic and cultural well-being of that community both now and for the future[36].

(ii) Council not bound by 2019 resolution to require a finite term

24. Residents are concerned Council is still relying on its May 2019 Resolution to justify imposing a finite term i.e. 'Hut licences and subsequent renewals are short term and ultimately for a finite period". The proposed 15-year finite term in 2024 flowed from this 2019 Resolution.

25. Reasons residents consider Council is still relying on this Resolution to justify a finite term for the next phase of consultation options include:

    (i) On 5 March 2025 the Council publicly excluded workshop about the Selwyn Huts states under the heading "Guiding principles and assumptions" [37]:

    The Deed of Licence is finite (regardless of whether this involves triggers or a set date).

26. The meeting Agenda for this meeting (21 May 2025) includes four (4) references to either the 2019 Resolution and/or a finite term – sections 3.3.5, 3.3.7, 4.11 and section 5.2.

27. The most concerning item is under the heading **Licence Term Options,** where section 5.2 states:

    On 8 May 2019 Council unanimously determined that 'Hut licences and subsequent renewals are short term and ultimately for a finite period'.

28. Section 5.3 goes on to state "This section of the consultation aims to satisfy Council's direction to provide long-term certainty for the licence holders."

29. Section 5.4 sets out:

    "The consultation asks the following two questions:

    (i) Please select your preferred licence term from the options below
    o Option A: Fixed term of 5 years with a final, non-renewable expiry date. Why is this your preferred option?
    o Option B: A single fixed term of 30 years with a final, non-renewable expiry date. Why is this your preferred option?
    o Option C: Rolling 10-year terms with the ability to renew, up to a maximum of 30 years total (10 + 10 + 10 years). Why is this your preferred option?

[35] Being a New Zealand community, as set out in section 3 Local Government Act 2002
[36] Section 10(1)(a) Local Government Act 2002
[37] Page 29

(ii) Do you have any other feedback?"

30. It seems clear the finite options included above flow from both Council's view that the Reserves Act limits the term of licences and the 2019 Resolution reference to a finite term is still binding, even though process that flowed from that and the resulting 15-year finite term have been paused. It is also unclear whether Council has considered the relevant purposes of the LGA 2002.

31. As set out in my correspondence to Council dated 23 May 2024, Council reference to (and reliance on) a "finite term" for the USH licences is misguided, factually and legally:

    (i) It arose out of the Council's 2019 Resolution made in the context of issues with funding of and solutions for wastewater.
    (ii) As the wastewater issue has been resolved this is no longer an issue and cannot be used as justification for a short (or finite) term.

32. I also note that in the Council minutes from the 24 July 2024 meeting, two of the resolutions were to:

    (i) engage with the USH community through to 1 March to develop a proposal concerning the future licensing arrangements for the USH; and

    (ii) pause the current USH process that would have resulted in a deed of licence (DOL) being issued for a maximum total of 15 years.

33. A potentially shorter term (via a longer term with triggers) could be justified if there was an imminent threat to the huts from e.g. climate change. Given the recent findings of Aqualinc and the Jacobs Report[38] that there is no pressing risk in the next 30 or so years, this cannot be used as justification for a short (or finite) term.

34. If any issues arise which are backed by scientific evidence, these could be accommodated by environmental trigger(s) conditions in the licence.

35. **Summary**: Council should not rely on the 2019 Resolution to justify a finite term. There also aren't any reasons e.g. climate change, that would justify a shorter, finite term.

(iii) Purpose of the reserve and historic values

36. The overarching purpose of the Reserves Act is set out in section 3[39]:

    It is hereby declared that, subject to the control of the Minister, this Act shall be administered in the Department of Conservation for the purpose of—

[38] Presented to Council in a public excluded Councillor Workshop, on 5 March 2025, the report stated "One of the key drivers for retreat was the anticipated impacts from climate related hazards. SDC have since received technical presentations from Environment Canterbury and Aqualinc that show **the risk is not as significant as previously thought**. Given this, the work and related engagement process, are currently on hold pending further direction from the Council after a review of the updated information.

[39] Section 3(1) Reserves Act

(a) providing, for the preservation and management for the benefit and enjoyment of the public, areas of New Zealand possessing—

(i) recreational use or potential, whether active or passive; or
(ii) wildlife; or
(iii) indigenous flora or fauna; or
(iv) environmental and landscape amenity or interest; or
(v) natural, scenic, historic, cultural, archaeological, biological, geological, scientific, educational, community, or other special features or value.

37. The purpose of a local purpose reserve is[40]:

> It is hereby declared that the appropriate provisions of this Act shall have effect, in relation to reserves classified as local purpose reserves for the purpose of providing and retaining areas **for such local purpose or purposes as are specified in any classification of the reserve.**

Hut settlement

38. At the request of the Council[41], the reserve where the huts are situated was reclassified by DoC in 2015 from recreation reserve to "local purpose reserve for the purpose of hut settlement", "which would more accurately define its current use"[42]. The Council decided what the purpose of the reserve was to be, and DoC approved it.[43]

39. "Hut settlement" isn't defined or further described in the Reserves Act. The ordinary meaning of "settlement" includes "a community formed by members of a group, esp. of a religious sect.[44]" "Religious sect" is not applicable here, but the idea of a community formed by members of a group is. "Community"[45] is defined as "a group of people living in one locality".[46]

40. The purpose of the reserve is clearly focussed on the community of people who live at the Upper Selwyn Huts.

41. The reserve purpose (hut settlement) is also reflected in the current Licences which state (**bolding** mine):
    (i) Clause 1.1 "Licence" means **permanent licence** (as described in Schedule 1) granted by the Licensor to the Licensee under this licence.
    (ii) Under the heading TYPE OF LICENCE, Clause 4.1provides:

> The various lots on the Reserve have been set aside by the Licensor to be granted to Licensees as: …(a) **permanent licences**,
> and the type of Licence granted to the Licensee is specified in Schedule 1.

    (iii)Schedule 1 Item 12. Licence Type**: Permanent**.

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[40] Section 23 Reserves Act
[41] See letter dated 11 March from DoC to the Council. DoC "has consented to your proposed classification".
[42] E-mail from Selwyn District Council 4 May 2009 (it is unknown who it is to, as that is redacted).
[43] See e-mail from DoC to the Council on March 31, 2010, where DoC informed the Council, it needed to decide what it considered to be the most appropriate classification given its current use. DoC suggested local purpose (community purposes). By October 2009, the Council has decided the area would be reclassified as Local purpose (hut settlement), see letter from the Council to DoC 23 October 2009.
[44] Collins Shorter English Dictionary, Harper Collins 1994
[45] Collins Shorter English Dictionary Harper Collins 1994
[46] Collins Shorter English Dictionary Harper Collins 1994

(iv) Schedule: **Permanent** licences terms and limitations on use**:**
The Licensee may **permanently occupy** the Lot and reside in the hut in accordance with the terms and conditions of the grant of licence provided in this Licence.

42. Residents advise there are precedents for licence renewals over 130 years. Even though the licences have been for 5-year terms with rights of renewals, Residents always understood the renewals to be for the purpose of "refreshing" licence terms and conditions, not anything to do with the term itself, which Residents have always understood was permanent.

43. The Department of Conservation also verbally told residents they should be able to stay long term with the reclassification to local purpose hut settlement.

Historic features

44. Section 23(2) of the Reserves Act provides that having regard to the specific local purpose for which the reserve is classified, each reserve shall be managed so that where there are…**historic features present**, those features shall be managed and protected to the extent compatible with the primary purpose of the reserve.

45. The historic features and values of the reserve have been assessed by Under Over Architecture Ltd (UOA) in their Statement of Significance[47]. There are significant heritage/historic values present at the Upper Selwyn Huts[48], which include

(i) taken as a whole the USH retain a high degree of integrity, which is not necessarily tied to the structure of individual buildings, but to the historic identity of the community as a whole.
(ii) the group value of the USH is integral to its heritage significance.
(iii) the current owners and occupiers retain a particularly high sense of esteem for the historic values of the settlement and form a united community.
(iv) the USH community retains significance for the families, owners and occupiers; and

46. These specific values also link to the purpose of the reserve, which focuses on the community.

47. UOA recommends the Upper Selwyn Huts remain on their current site; that they are entered on HNZPT's List/Rārangi Korero as a historic area; and that they are added to SDC's District Plan heritage schedule.

(iv) Powers and obligations of Council

Functions of Council

48. The Minister of Conservation appoints a local authority to control and manage a reserve "for better carrying out the purpose of any reserve", for the **particular purpose for which it was classified**[49].

[47] The Report is still in draft at the date of this opinion, but the findings are not expected to change.
[48] See Appendix Two for a summary.
[49] Section 28(1) of the Reserves Act (appointment to control and manage). The local authority can also expend and apply money in controlling and managing the reserve in accordance with the particular purpose for which the reserve is classified, s28(1) Reserves Act.

49. The functions of administering bodies include[50] to ensure the use, enjoyment, development, maintenance, protection and preservation as the case may require, of the reserve **for the purpose for which it is classified**[51].

50. There is a high standard expected of administering bodies to "ensure" the use, enjoyment etc. of the reserve and also a clear focus on the specific purpose for which a reserve has been classified. This should guide the Council in any decision making about the reserve, the huts and the community living in the huts, particularly the term of any licence.

51. **Summary**: Given the purpose of the reserve is a "hut settlement", and given the Council must ensure use and enjoyment of the reserve for the purpose for which it has been classified, in the absence of justifiable reasons to grant a shorter or finite term, the Council should grant a licence for a term consistent with the continued existence of the hut settlement.

(v) Options

52. Following the July 2024 Council meeting where Council resolved to engage with the community to develop a proposal concerning future licencing arrangements, consultation was undertaken and included four licence holder meetings, four Committee meetings and five drop-in sessions with other residents[52]. The range of options Councillors considered were:

(i) Option 1: Fixed year term less than 33 years with clear retreat conditions.
(ii) Option 2: Triggers with a fixed term (e.g. environmental factors determining relocation)
(iii) Option 3: Triggers with no end date, relying on environmental conditions.
(iv) Option 4: 5-year rollover.

53. The majority of councillors supported Option 2 (Triggers with a fixed-term duration).The duration discussed leaned towards 20-33 years with transfer options to be made clear prior to the end date to provide certainty for the community.

54. Given:

(i) Council is not bound by any finite licence term under the ROLD Act or the Reserves Act;

(ii) The Reserves Act indicates a licence for more than one term of 33 years can be granted, with no specific end date;

(iii) Council is not bound by its 2019 Resolution to only consider a finite term;

(iv) The purpose of the local purpose reserve is "hut settlement", which includes the notion of a community of people living together;

(v) There are specific historic values of the reserve relevant to consider, which includes a focus on the community;

[50] In accordance with the Act and the means at its disposal
[51] Section 40 Reserves Act.
[52] Public excluded Council Workshop 5 February 2025.

(vi) A function of the Council is to ensure the reserve is used and enjoyed for the purpose for which it is classified;

(vii) Council must consider the dual purposes of the LGA 2002 and recognise the diversity of the Upper Selwyn Huts community[53] and promote the social, economic and cultural well-being of that community both now and for the future[54];

(viii) Given the reserve purpose is "hut settlement", and in accordance with the broader purposes of the Local Government Act 2002, in the absence of justifiable reasons to grant a shorter or finite term[55], Council should grant a licence for a term consistent with the continued existence of the hut settlement;

~~55.~~ Residents seek a licence term of 30 years with rights of renewal for further terms of 30 years, subject to environmental triggers (specific triggers to be agreed) ~~Residents seek Option 3 from the July 2024 Council meeting be added as Option four to the options to be consulted on[56]. Option 3 seems the most appropriate:~~

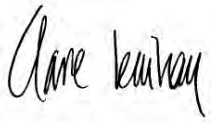
~~*Triggers with no end date, relying on environmental conditions.*~~

B. Significance and Engagement

Confirm this issue continues to be classed as "significant", as classified in 2024 by Council.

56. It is unclear why Council staff consider this issue is now "moderate". The circumstances surrounding the categorisation of the issue as "significant" in 2024 have not changed, so the categorisation should stay the same. This means the Special Consultative Procedure should be used/continue to be used and more time is needed for that. Kirrily Fea will talk about this in more detail.

Clare Lenihan



Barrister

[53] Being a New Zealand community, as set out in section 3 Local Government Act 2002
[54] Section 10(1)(a) Local Government Act 2002
[55] E.g. flooding, climate change, health and safety, persistent breach of fundamental terms and conditions of Licence
[56] Section 5.2 of the Council Agenda.

Appendix One – Section 61 Reserves Act 1977

Section 61 Powers (including leasing) in respect of local purpose reserves

(1) The administering body of a local purpose reserve may, in the exercise of its functions under section 40, do such things as it may from time to time consider necessary or desirable for the proper and beneficial management, administration, and control of the reserve and for the use of the reserve for the purpose specified in its classification.
(2) The administering body, in the case of a local purpose reserve that is vested in the administering body, is hereby declared to be a leasing authority of that reserve for the purposes of the Public Bodies Leases Act 1969.
(2A) In addition to the powers of leasing conferred by subsection (2), the administering body, in the case of a local purpose reserve that is vested in the administering body, may lease all or any part of the reserve to any person, body, voluntary organisation, or society (whether incorporated or not) for any of the following purposes:

(a) community building, playcentre, kindergarten, plunket room, or other like purposes:
(b) farming, grazing, cultivation, cropping, or other like purposes.

(2B) A lease granted pursuant to subsection (2A) shall be subject to the following provisions:

(a) the lease shall be for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple, and, subject to paragraph (b), shall be on such other conditions as the administering body determines:
(b) the lease shall include a condition that the land leased shall be used solely for such purposes as are specified in the lease, and that upon breach of that condition the administering body may terminate the lease in such manner as is prescribed or implied in the lease, whereupon the land, together with all improvements, shall revert to the lessor without compensation being payable to the lessee for improvements or otherwise.

(3) The powers of leasing conferred on an administering body by this section shall, with respect to any local purpose reserve which is not vested in an administering body, be exercised by the Commissioner.

Appendix Two – Heritage Values

1. USH obtained a Statement of Significance from Under Over Architecture Ltd (**UOA**), in relation to the heritage values of the USH. Findings in the report included:

    a. the USH have significant architectural values and increasingly high rarity values.
    b. the USH are highly representative not only of early fishing hut communities but small New Zealand holiday spots.
    c. taken as a whole the USH retain a high degree of integrity, which is not necessarily tied to the structure of individual buildings, but to the historic identity of the community as a whole.
    d. the group value of the USH is integral to its heritage significance.
    e. the current owners and occupiers retain a particularly high sense of esteem for the historic values of the settlement and form a united community.
    f. the USH community retains significance for the families, owners and occupiers; and
    g. the USH are extremely vulnerable given the Council is seeking to terminate the leases to the land on which the community is built.

2. UOA recommends[57] that because of the heritage values the Upper Selwyn Huts:
    a. remain on their current site.
    b. are entered on Heritage New Zealand Pouhere Taonga's (HNZPT's) List/Rārangi Korero as a historic area; and
    c. are added to SDC's District Plan heritage schedule.

.

[57] UOA also notes that HNZPT is opposed to the demolition of historic buildings, except for cases where it is unavoidable due to the structure being beyond repair. Demolition is viewed as inconsistent with sustainable management of resources and as an irreversible removal of cultural heritage that is often regretted in the future.

Nathan and Fiona Ngakuru

[redacted]

Springston 7674.

27/06/25

For: Selwyn District Council – Omission of 2019 Finite Decision During Purchase of [redacted]

(Without prejudice)

Kia Ora[redacted]

We are writing to seek a remedy for the Council's omission of the 2019 finite decision to impose finite licence terms, which was not disclosed to us during our purchase in 2022.

Unlike others who purchased property at Upper Selwyn Huts after 2019, Nathan & I were living overseas at the time and had to rely entirely on the information provided to us by Council. We received a number of Council documents including the Deed of Licence, the Transfer to accompany the Deed and the Guide to buying a hut at the Upper Selwyn Huts. We also received email correspondence about the wastewater system and instructions to set up a direct debit for licence and rates payments. A LIM report was not required for our purchase and we did not request one.

Unfortunately, there was no mention in any of the documents or email communications that a finite term decision had already been made in 2019. We have written confirmation from our conveyancing lawyer that this decision was never disclosed or made known to us during the transaction.

As you will appreciate, there is recognised authority in New Zealand that public bodies owe a duty of care when providing specific information that individuals rely on. A material policy change of this nature should have been clearly communicated in the Deed of Licence and the Guide to Buying a Hut. We believe this amounts to negligence - and negligent misstatement by omission. The fact that this information is now included in Council's documentation for new purchasers further highlights that it was previously overlooked.

On a personal note, please understand that Nathan and I worked incredibly hard to create a home for ourselves and our children. We invested everything we had into the purchase of Billens Ave. This has now been completely undermined. We are left living day to day with a ticking clock over our heads - one that we didn't even know existed at the time of purchase.

We believe it would be appropriate for the Council to acknowledge this omission by offering some form of remedy. If support could be offered to help us relocate, we would be very grateful. This could be through a ‘rent-to-buy’ arrangement, or alternatively the security of social housing being made available to us.

We appreciate the sensitivity of this situation and respectfully ask that our request be treated in confidence. We are open to further discussion and look forward to hearing from you.

Thank you.

Kind regards,

Nathan and Fiona Ngakuru

We purchased in 2022 with no mention of the 2019 finite decision noted anywhere in our documentation. Please refer to letter to SDC from us dated 27.06.25.

The idea of perpetuity not being guaranteed is a very different scenario than the reality of what we bought into. There is already a ticking clock in motion that we did not know about.

You say 30 years is a long time. Let me ask you though, would you wait for the 29th year before making a plan?

I am not the type of person to leave things to chance. I have to have a plan and a realistic way of making that plan a reality. With this though, I am at a real loss.

Leaving the emotions aside, I have looked at our situation in a practical manner.

Mortgage? Having lost the equity in our current home, by the time we save enough for a deposit, we are then too old to qualify.

Rent to buy scheme? The criteria is very specific. According to Housing Foundation income must be between $81,000 and $110,000 and usually only for first home buyers. We do not qualify.

Social housing? According to MSD because we own our home here at the huts we do not qualify. If we sold we are then above the cash asset threshold. Either way, we do not qualify.

Private rental? One income family (young children and no family support network for childcare options). Not affordable even with rent subsidy up to $200.

Knowing the above, I would ask Council to consider how it can support us? The above options may suit some (I really can't say) but they do not work for us.

During our drop in session we were referred to Salvation Army for support. However, after discussing our situation with them they have confirmed there is no practical support that they can offer us.

I know there is currently no rent to buy scheme in Selwyn but that doesn't mean there couldn't be one to accommodate the residents here? There must be something Council can do!?

I remain hopeful.

Submitter Number: 69

Full Name: DAVID LLOYD
Organisation:
Wish to speak to the submission: Yes

What is your connection or interest to Upper Selwyn Huts?
I am a licence holder
Other

What is your interest in the area?

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options

Please explain the reason for your selection:

Do you have any other feedback on licence terms?
Yes

Please add your comments

I did not tick any of these boxes/circles as none of the choices meet our approval. Our desire is a thirty year license with the right of renewal ad infinitum.

The village has been there for 130 years with a role over deed of license. I question your reasons for changing the deed of license to finite or non renewable as you so eloquently suggest.

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:
There are many places that experience flooding and road closures. How can you make rules like this ? Days road is a public road and is required to be kept open. It services farms and other private property and access to Te Waihora. Lake Elsmere

Are there any additional events that you think should be considered?
Yes
Please add your comments:
If a cataclysmic event happened and our houses were destroyed we would deal with it like any other community would.

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments
We would like to be treated like any other community.

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
Yes
Please add your comments
Please inform us of any other leasehold residential land in the Selwyn District where a bond is required ? There has never been a bond request for the Selwyn huts (Village) in the last 130 years. Why now ? This is the decision of a risk averse council that seem to be paranoid that the huts will be destroyed and they will get landed with the clean up bill.

Please add your comments:

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
No

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?
Only when there's a complaint or issue raised
Other

Please add your comments:
Many of the buildings were built a long time ago under the rules of the day, but are still very livable. Each hut is individual and often has a long association with Selwyn families. many retain the charm of yesteryear.

Do you think the checklist covers the right things?
Yes
Please specify what you would change

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication

If I allowed the inspectors into my dwelling and a fault was found I would like a reasonable explanation of what the fault is and suggestions of how to fix the problem. But I fear that your request to enter my property may not be legal. And I would probably deny access.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?
I don't actual think that inspection of ones property is any business of the council unless a complaint is made. We have had inspections before re storm water, it was about storm water entering the sewer. We had no problems with this inspection.

Submitter Number: 70

Full Name: Denise Carrick
Organisation:
Wish to speak to the submission: Yes

What is your connection or interest to Upper Selwyn Huts?

Other
We used to own one of the huts, have friends there and have an interest in the area and the wellbeing of the community

What is your interest in the area?

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options

Please explain the reason for your selection:

Do you have any other feedback on licence terms?
Yes

Please add your comments

None of the 3 options seem acceptable, all being non renewable or finite terms.

As with all Council submissions this is a leading question directing you towards a choice. By putting 5 years no renewal is devisive and will lead people who are in favour of the huts to thinking that they have to choose one of the other options. Putting this out to the general public who know nothing about the situation, what has gone on historically with the treatment of the hut owners by the Council and the heritage has

been very devisive. Why should people who live in their ‘perfct cookie cutter’ homes in Rolleston be diciding on a community that they do not know, have never visited, and only have ‘ hear says’ as to who lives there? ‘Oh they are all nutters,’ ‘on benefits’ ‘on drugs’ ‘oh its dangerous out there’ - these are common reactions that I have heard myself when trying to talk about the situation - and is absolutely ridiculous.

My husband and I owned one of the huts when we first met. The community is one of the most supportive I have been fortunate to be part of here. I have several close friends from that time and it gave us the opportunity to be part of something very unique. There are people that you will class as ‘living on the fringe’ but I would say that they are true people, artists, environmentalists and people who can think ‘outside the box.’ - the is nothing wrong with being different and not being brainwashed into the cookie cutter world of Rolleston - there is life outside of the same, same ,same. We talk in education about raising creative independent critical thinkers but we expect eveyone to the conform to blandness. This is wiping out a community because you dont like it - and that is quite simply wrong. Please see legal opinion below from Barrister Clare Lenihan, 20 June 2025, which was cut short and ignored at the Council meeting when this was discussed.

Residents seek a licence term of 30 years with the rights of renewal for further terms of 30 years subject to environmental triggers (specific triggers to be agreed) as recommended by Barrister, Clare Lenihan 20 June 2025.

- Legal Obligations: Council’s role is administrator of a local purpose reserve for the purpose of hut settlement which includes the notion of community. They have legal obligations to protect and preserve this local purpose reserve and ensure it is used and enjoyed for hut settlement purposes. Other legal obligations also include protecting its historic values; recognising the community’s diversity; and promoting the social, economic and cultural well-being of its community, both now and into the future.

- Licence Term: The Council is not bound by any finite licence term and can grant a licence for more than one term of 33 years under the ROLD Act 1924 or the Reserves Act 1977. They are also not bound by their 2019 resolution that hut licences are short term and ultimately finite.

Other Reasons to Grant a renewable licence:

- The Council has not provided any reasons to date that justifies a non renewable licence. All independent evidence and reports do not support a non renewable licence.

- ECAN/Aqualinc confirmed climate change is not an issue

- Wastewater issue has been resolved

- Details of cultural reasons have not been provided

- Duty of Care – is not a reason to terminate a local purpose reserve licence to occupy. Duty of Care is a legal obligation not to be contracted out of.

- Repair of the sewer reticulation system. This was listed as SDCs responsibility in Tim's March 2024 report. SDC has a legal obligation to repair and maintain this.

- Lake not being opened as often will not only affect USH but many townships and farms in Selwyn. This is unlikely to occur.

- Stop bank at USH overtopping. There is no evidence of where the river will overtop. We believe it will overtop the opposite bank before it does here, but we have asked ECAN for this information.

- Wider Selwyn community tensions. We believe these have been artificially fueled by SDC press releases.

- Concerns over evacuations. Self evacuations are well managed by the community. Being cut off for a few days does not concern our residents. We should be treated like any other area of Selwyn that gets cut off.

A 30 year term is preferred for a renewable licence:

· This process has been incredibly taxing and detrimental to all, 30 years will finally give us security of tenure, a basic human right.

· 30 years will minimise ratepayer funds being used for licence renewals.

A non renewable licence term has not yet been legally justified by the Council, therefore preferred option is a "30 years with rights of renewal for further terms of 30 years subject to environmental triggers (specific triggers to be agreed)". (Barrister Clare Lenihan)

Further comments on the 'consultation.'

I have used documents written by current residents and their legal person as they are in the best position to comment on a situation that has been created purely by Selwyn District Council and has been misrepresented to the public and turned into a situation that should not be occuring by the current Council. To make a decision on the 17th Septeber when the current Council are standing down is just rude and adds to how wrong this situation is. You have one Councillor resigned already. Two Councillors who have been quite vindictive towards the huts community now standing down and several others. Is this really an appropriate time to be taking such a huge decision on peoples lives and homes - particularly when you are not in posession of all the correct facts and previous information for removing the people has proved to be wrong. ***It would look much better and reflect better on the Council as a whole if they delayed until further environemental research was done and clairification into the triggers for leaving was done - and also for a fresh new Council without the 'baggage' and issues of the current Council to be established.***

- **Biased, inaccurate and misleading consultation document**

- Page 3, paragraph 1; the Upper Selwyn Huts are not "on the shores of Te Waihora Lake Ellesmere".

- Page 3, paragraph 2; the use of the term "hut" to describe our homes is a misleading description of our homes.

- Page 3, under "Why a new Deed of Licence" lists what the Council has to consider with their approach to the USHs, however omits the most important factor which is the Councils legal obligations as administrators of a local purpose reserve, for the purpose of hut settlement, to preserve and protect the reserve for the purpose for which it has been classified. (Clare Lenihan's Opinion 20/5/25).

- Page 4, paragraphs 1&2; refers to the direction of the consultation being shaped by insights from the independently facilitated sessions, however the recommendations from these sessions have been ignored.

- Page 5, column 2; "The huts are located on public reserve land" is misleading and ignores the importance and implications of being on a local purpose reserve, for the purpose of hut settlement.

- The way the questions have been phrased misleads the submitter into answering the question in a way that supports the Council's agenda. Questions should be objective and free from bias or loaded language. This is particularly true for the Licence Term Options, where only non-renewable options have been included, implying those are the only options. We strongly object to the way this question is presented.

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. “Cut off vehicle access” means where emergency services cannot reach the area.

- We do not consider access being cut off for 24 hours a valid reason to warrant retreat.
- We would like to be treated the same as if access to any other area of Selwyn is cut off.
- The Council has not provided any criteria (such as water level) that warrant a decision of access being unsafe/cut off. Civil Defence have stated to us that their teams will always “look at different methods to gain access if required”.

2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off.

- USH are not the only users of Days Road. This road should be maintained as the main access to the lake. Users include USH, LSH, the farm house, DoC, ECAN and users of the boat ramp to the lake. Destruction of this road is not a reason for USH to be permanently retreated.

- Closing a rural road is not a simple process as it involves an application to the Minister of Lands and consultation.

- We believe the Council has a responsibility of maintaining this road and this should not affect USH's licence to occupy.

3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

- See above re (1) & (2)

- Mitigation options should be explored before considering events that will trigger retreat. Specific triggers provided are inappropriate, vague and open to different interpretation. This gives the Council power to terminate licences unnecessarily.

Are there any additional events that you think should be considered?
Yes
Please add your comments:

I would request that the decision is delayed until further reports have been done into the types of triggering events:-

- As identified by the Council's own Jacob's report, environmental triggers and thresholds require more scientific investigation and clear explanation and rationale for the community. This has not yet been completed.

· Reference to environmental events leading to an early licence end should only be along the lines of a significant event causing serious damage to homes and people or a risk of a significant event that cannot be mitigated. If this resulted in confirmation from an independent body, without an agenda, that the USH is permanently uninhabitable a licence end date could be mutually agreed upon.

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments

The same thing that has been asked for previously, that there is a community led decision on anything that affects the huts, including collaboration with and empowerment of our community, as we did for 116 years pre 2011 before the Council took over from the Committee. ***The Council have removed all Community voice, not only from the Huts but generally across Selwyn with the removal of Community Committees, Halls and reserve committees and this in not what a local Council is there to do. You are not a large corporation only for making money - you are there to empower, support and listen to your local residents - not just ignore them time and time again.***

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

Please add your comments

Please add your comments:

This is an extra cost to residents and is unneccesary. How can you ask about a bond when no details have been provided. It has not been needed over the time of the huts and i not needed now - again the question is misleading as there is no option other than

to have a bond. By answering yes or no you are then agreeing that a bod is necessary in some circumstances.

- Additional cost to residents at a time when our costs are increasing, possibly significantly.
- Hasn't been required for 130 years, why now?
- Bond details have not been included. eg. how much, paid over what period, what does the bond cover etc.
- We are requesting a renewable licence therefore a bond should not be required.
-

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
Yes

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?

Other
Please treat people at the Huts with respect and as you would any other part of the community.

Please add your comments:

- None of the options provided are preferred.
- We'd like to be **treated the same as everyone else in the district**. Inspect only when you would other properties in Selwyn.
- **External inspection only.**

- Pending a legal opinion on the Councils duty of care and the Council's rights to inspect, we are unsure whether a settlement wide inspection is lawful.

- The Council have repeatedly talked about a baseline inspection; this should only happen once.

Do you think the checklist covers the right things?

Please specify what you would change

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication

Again by answering this it is assuming that it is accepted that building inspections are to be carried out and people at the huts are to be treated differently to the general population.

Main concerns are with the "Building Condition – External" items.

- More details and measurements of what is being checked and what the consequences would be if any of these items are failed.

- Failing any items in the inspection checklist should not lead to licence termination.

- "External weathertightness – roof and walls – sound, durable, weatherproof, and maintained". This item is too broad and subjective.

- Community is concerned that failing items in the inspection checklist will lead to unnecessary and intrusive internal house inspections.

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

- Mutually agreed time to remediate without punitive consequences

- Open two way communication during the remediation period

- Support and advice from Council would be helpful if there are any issues.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

- We request that the Council encourages homeowners to have a support person with them on the day of the inspection.
- The Council should be making every effort to keep people in their homes given the current housing shortage and lack of social housing. “Ensuring that no one is made homeless” is one of the Council’s guiding principles and assumptions (5/3/25 SDC workshop notes)
- This should NOT be a reason to terminate a licence. ***These homes have been there for many many years in some cases and as such should not be a target of the Council - are the council going into every older home in Selwyn and checking them? - I am not suggesting that they do, but I am suggesting you start treating people with dignity and respect.***

Submitter Number: 71

Full Name: Carolyn and Robin Wilde
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?
I am a licence holder
Other

What is your interest in the area?

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options
Rolling 10-year terms (with the ability to renew, up to a maximum of 30 years total, i.e. 10 + 10 + 10 years)
Please explain the reason for your selection:
The rolling 10 year term provides Council with the opportunity to review the terms of the Licence and to ensure that the conditions are being adhered to. The 10 year term also allows Council to assess the dwellings, infrastructure, and the state of the Reserve, and climate change may accelerate - providing a 'signal' that 30 years may not be feasible.

Do you have any other feedback on licence terms?
No

Please add your comments

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
No
Please explain your reason:

Are there any additional events that you think should be considered?
Yes
Please add your comments:
A tornado or fire, that could be catastrophic, and even result in loss of life. Such an event could also see much of the settlement destroyed.

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments

Assuming emergency management was already in place, Council would have to assess the damage and evaluate the cost of repairing roads and infrastructure. Council may have little choice but to terminate licences early, due to the cost of repairs and the financial burden it would place on other Selwyn ratepayers. If there was District wide damage then Council would have to consider the needs and livelihoods of many more people than just those affected in Upper Selwyn Huts. While Council's priority is the safety of people in the community, the most recent weather events in Tasman and Marlborough, highlight the reality that the Huts are only "one bad rainstorm away from disaster".

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
No
Please add your comments

Please add your comments:

Acting as landlord, on behalf of the Crown, Council is within its rights to introduce a bond. Where Hut Owners are not insured or fail to meet their obligations under the terms of the Licence, (not clearing the Lot), Council has to carry the cost. The is expensive work, particularly if it involves clearing a Lot which may have been 'red stickered' due to insanitary conditions.

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
Yes

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?
Every 2 years
Other

Please add your comments:
Regardless of when inspections occur, Council must have the ability to respond quickly to complaints or other issues raised in relation to building activity on the Reserve. An early intervention could avert unsafe or unconsented work from being carried out.

Do you think the checklist covers the right things?
Yes
Please specify what you would change
Should a check for asbestos be included?

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication
A clear and concise written report of the problems identified and what is required to put them right. If the problems are serious - then an on-site meeting with the owner would be appropriate. Further, when the issues have been remediated then a 'sign-off' document - Code of Compliance must be issued to the owner and a copy attached to the LIM.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?
We have confidence that any inspections would be carried out in a professional and respectful manner.

Carolyn and Robin Wilde

[redacted]

Future Deed of Licence

16 July 2025

Supporting Notes

For any new Licence to be effective, and for the Huts to be a safe living environment, Council will have to ensure that everyone is "playing by the same rules", and acknowledging that they are living on a reserve.

In our opinion, the term Local Purpose Reserve has been interpreted too loosely to mean 'like any other community'. This is not true, and whatever the interpretation, it is still a reserve administered under the Reserves Act 1977.

To suggest that the Council has a legal obligation to protect the historic values of the settlement is a nonsense. Any resemblance to the former fishing and hunting settlement has long been lost. The more recent degeneration of the Local Purpose Reserve makes it difficult to regain some of the original hut characteristics. For example, the size of sections were never intended to accommodate up to four vehicles including boats, campervans and caravans on one Lot.

If the rental situation is to continue then the Council should develop a 'Licence for Tenants'. This document would outline the rules and responsibilities of living at Upper Selwyn Huts on a Local Purpose Reserve. The document should include a declaration to be signed by the tenant that the document has been read and understood. This 'licence' should be part of the tenancy agreement between the tenant and the Licence Holder, and it would be the responsibility of the Licence Holder to return the signed declaration to the Council.

Submitter Number: 72

Full Name: Graham Evans
Organisation:
Wish to speak to the submission: Yes

What is your connection or interest to Upper Selwyn Huts?
I am a licence holder
Other

What is your interest in the area?

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below. Licence Term Options

Please explain the reason for your selection:

Do you have any other feedback on licence terms?
Yes

Please add your comments

I have not selected any of the above options as there is no selection for OTHER:

- 30 years with the right of renewal for terms of 30 years, subject to environmental triggers (specific triggers to be agreed)

Misrepresenting the ROLD Act 1924 and Reserves Act 1977, maximum lease term (renewals) in SDC communication. The SDC is failing its legislative obligation to protect the welfare and interests of hut owners and residents.

We particularly note that many of the residence and owners are quite financially and possibly socially vulnerable, and the huts and the community are very important to them.

The SDC is acting prematurely to terminate leases well before there is any risk of sea level rise impacting on the settlement for at least 50 - 60 years' time.

Licence Term: The SDC is not bound by any finite licence term and it can grant a licence for more than 33 years under the ROLD Act1924 and the Reserves Act 1977.

The SDC is not bound by their resolution that hut licences are short term and ultimately finite.

Our current licence signed in 2015 and has now been rolled over since 2020 and clearly states our status as "Permanent" and is now to be revised prior to becoming active in July 2026.

The SDC legal team have not openly explained why the USH owners Barristers presentations on 21st May 2025 and again in June.

The reasons for the finite term by virtue of its 2019 resolution that said licences should be short term and finite. The reasons for that resolution (waste & water) no longer applies.

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:

Flooding affecting Access: Placing a condition of more than 24 hours twice in 12 months period should NOT be used as a Term Ending requirement.

Investigate bunding the access road above the flood plain.

Dredge the excess single where the river floods the surrounding paddocks.

Are there any additional events that you think should be considered?
Yes
Please add your comments:

If potential serious harm is considered to be an issue, then the voluntary is upgraded to compulsory evacuations. This is an issue that could affect many areas of the SDC, and would be treated by the texting, radio, and the use of police and other emergency authorities, therefore this is not an issue that should affect our presence any different from any other area of the Selwyn District.

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments

Treat the Upper Selwyn Huts like every other area in the Selwyn District. We should not be ring fenced off from the rest of the community.

What the SDC is doing is implementing laws that apply solely to the USH, another reason that is seen as targeting a venerable community.

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
Yes
Please add your comments

All owners had paid rates and licence fees for 114 years when managed by a local board Springston South Domains Board and then the renamed Springston South Reserve Committee, which set a budget for yearly maintenance, projects, Caretaker and maintained the Deed of Licence.

One of the projects budgeted was the replacement of the old earthen ware reticulation pipes, essential to eliminate ground water seeping into the sewer. This project was not instigated before the SDC took over the administration of the Hut Settlement Reserve. Following repeated requests to the SDC the replacement programme has fallen on deaf ears.

We have been told that the new pump station and piping to the Pines will eliminate the need to replace the reticulation pipes. An issue which occurred in May of this year, when the flow from the ground water infiltration caused waste to be diverted to the holding pond just downstream from the Reserve.

Is the anticipated Bond money going into a trust, and is it to be calculated over 15 years, 30 years or longer?

Maybe the bond might go to the reticulation pipe line replacement, or any other unexpected project on the reserve?

Please add your comments:

Remove the requirement for a Bond, as it lacks trust that owners will and have retained maintenance of their properties and no other Councils have instigated a bond as a method of evicting people.

Please add your Do you have any other feedback or suggestions on the inclusion of a bond?
Yes

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a

copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?
Only when there's a complaint or issue raised
Other

Please add your comments:

Most alterations to the huts have been permitted, any concerns over unauthorised building seem to have been quickly picked up on by Building Inspectors being called and building halted until appropriate building plans have been sent and approved by Councill. This process as been applied in several cases I am aware of.

Can we be treated like the rest of the Selwyn District and by guided by the same regulations, with inspections **Only when there's a complaint or issue raised?**

Do you think the checklist covers the right things?
No
Please specify what you would change

I don't believe that inspections need to be included in the DOL

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication
Remove the Building Inspection from the DOL

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

If you are intent on continuing to include a Building Inspection, then I would only agree on an external inspection.

I have continued to maintain the buildings to a high standard and will continue to do so.

Clare Lenihan LLB Mast
ENVIRONMENTAL & PUBLIC LAW BARRISTER

20 ~~May~~ June 2025 NB. This Letter has been updated for Upper Selwyn Huts Residents to include as part of their submissions to Selwyn District Council consultation on future licences. It has not been sent directly to Council. Also note the comments on significance and engagement are no longer relevant, given consultation has commenced.

Chief Executive
Selwyn District Council
2 Norman Kirk Drive
Rolleston 7643
Att: Sharon Mason

Without Prejudice

C/- Mark Odlin, Buddle Findlay.
Cc Mayor and Councillors

By e-mail: mark.odlin@buddlefindlay.com

Dear Sharon,

Re: Upper Selwyn Huts – Council meeting ~~21 May~~ September 2025 - process for further consultation on options for the future of Upper Selwyn Huts and Licence term

1. I represent the Upper Selwyn Huts residents (the Residents).

2. In terms of the Council meeting 21 May 2025, the Residents have asked me to address their concerns around:

   2i) the proposed licence term options (three) for consultation, which only have finite terms (5 years or 30 years) These finite terms unnecessarily restrict options the Council has and likewise restrict options for consultation with the community; and

   2ii) the downgrading of the significance of this issue by Council to "moderate" from "significant".

3. For the detailed reasons set out in this letter, in summary the Residents seek Council (specific requests in *italics*):

   A. Licence Term options

   Add a fourth option for consultation regarding the Licence term i.e. "Triggers with no end date, relying on environmental conditions."

   Reasons:

   3i) Council is not bound by a specific finite term under the ~~Reserves Act – these licences are granted under the~~ Reserves and Other Lands Disposal and Public Bodies Empowering Act 1924 (the **ROLD Act**). The provisions in the ROLD Act authorising building huts on the reserve were enacted as no lease could be granted under the relevant legislation at the time

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[1] for buildings over reserves, nor granted for a term longer than 21 years. The ROLD Act specifically overrides these two limits. **There is no limit on term under that Act** .

3ii) Council is also not bound to have a finite term by virtue of its 2019 resolution that said licences should be short term and finite. The reasons for that resolution (wastewater) no longer apply. Council also resolved in July 2024 to pause the process under which a finite term of 15 years was proposed (which relied on the 2019 resolution).

3iii) In deciding the appropriate term, it is important to consider the purpose of the reserve. In 2015 the Council sought the Crown (Department of Conservation) change the reserve purpose from recreation to – **local purpose reserve for hut settlement purposes** . This is very specific, and "hut settlement" includes the idea of a community of people. There are also significant historic/heritage values to consider , which also focus on the community.

3iv) The Reserves Act provides for leases and licences to be issued for terms of up to 33 years, with or without a right of renewal[2] (which is included as a condition of the lease or licence), perpetual or otherwise, for the same or any shorter term [3].

3v) When reading the ROLD Act and relevant Reserves Act provisions together[4], a licence[5] can be granted for a term not exceeding 33 years, with or without a right of renewal[6], perpetual or otherwise. Council has a discretion to decide the term, but technically **there is no limit on the term of a licence for the USH under the Reserves Act 1977.**

3vi) In deciding what term is appropriate Council should consider not only the purpose of the Reserves Act and the particular reserve purpose (for hut settlement purposes), but also, as part of its broader role, the dual purposes in the Local Government Act 2002[7]. These dual purposes include recognising the diversity of the Upper Selwyn Huts community[8] and promoting the social, economic and cultural well-being of that community both now and for the future[9].

3vii) Given Council must manage the reserve for its specific purpose, and in accordance with the broader purposes of the Local Government Act 2002, in the absence of reasons to grant a shorter or finite term, Council should grant licences for a term consistent with the continued existence of the hut settlement.

B. Significance and Engagement

[1] The Public Reserves and Domains Act 1908, section 34.
[2] A right of renewal normally contemplates the grant of a new lease/licence but this is exercisable as a condition of the lease/licence document itself. The only limit is usually that lessor or licensor is satisfied that the terms and conditions of the lease or licence have been complied with. See e.g. Schedule 1 Reserves Act 1977.
[3] It varies depending on lease types and the specific activity proposed.
[4] Section 168 ROLD Act and Section 61 Reserves Act 1977
[5] In accordance with the ROLD Act, Council can only grant a licence, not a lease.
[6] A right of renewal normally contemplates the grant of a new lease/licence but this is exercisable as a condition of the lease/licence document itself. The only limit is usually that lessor or licensor is satisfied that the terms and conditions of the lease or licence have been complied with. See e.g. Schedule 1 Reserves Act 1977.
[7] Section 3 and 10 Local Government Act 2002.
[8] Being a New Zealand community, as set out in section 3 Local Government Act 2002
[9] Section 10(1)(a) Local Government Act 2002

Confirm this issue continues to be treated as "significant", as classified in 2024 by Council.

Reason:

It is unclear why Council staff consider this issue is now "moderate". The circumstances surrounding the categorisation of the issue as "significant" in 2024 have not changed, so the categorisation should stay the same. This means the Special Consultative Procedure should be used.

Detailed reasons and background

A. Licence term options

(i) Council not bound by finite term under the Reserves Act 1977

Under what Act is the power to grant a lease or licence?

4. The Crown is the registered proprietor of the reserve, and the Department of Conservation (**DoC**) is the responsible department. The Selwyn District Council (**the Council**) is the administering body for the reserve under the Reserves Act 1977 and has managed the reserve since its appointment in 1989[10].

5. The Council has advised it grants the USH Licences to Occupy pursuant to section 61 of the Reserves Act (set out in Appendix One), which sets out the powers (including leasing) in respect of local purpose reserves.

6. As the reserve is not vested in the Council, only the Commissioner[11] can grant a lease, for limited purposes[12] which do not apply here[13]. There is no power in section 61 of the Reserves Act for the Council to grant a licence[14].

7. In 1999 Buddle Findlay provided advice to Council that the power to grant a licence for the USH is pursuant to s168(2) of the Reserves and Other Lands Disposal and Public Bodies Empowering Act 1924 (**ROLD Act**).

8. Section 168 of the ROLD Act provides (**bolding** mine):

[10] The 1989 reorganisation of local authorities included, among other things, the abolition of the Springston South Domain Board and the responsibility for governance of the reserve was transferred to the Council at that stage. The Council administered the reserve in conjunction with the Springston South Domain Committee until 2011, and then on its own thereafter.

[11] Although this section refers to "the Commissioner", this is now the Director General of Conservation, see s2 of the Reserves Act 1977.

[12] The limited purposes are community building, playcentre, kindergarten, Plunket room, or other like purposes, and for farming, grazing, cultivation, cropping, or other like purposes.

[13] Section 61(3) Reserves Act 1977

[14] The Minister can grant a licence by way of concession, s59A Reserves Act, but not the Council. Also see *Opua Coastal Preservation Inc v Far North District Council* [2018] NZCA 262, a case involving the Reserves Act 1977. Of the ability to grant licences under the Reserves Act the Court noted "The power to grant licences is more constrained than the leasing power." At [97].

11) Notwithstanding anything to the contrary in section thirty-four of the Public Reserves and Domains Act 1908, the Governor-General or the Minister of Lands may grant leases under that section over that part of the Lake Ellesmere Domain hereinafter described authorising the lessees to erect dwellings on the lands comprised in such leases, subject to the following provisions of this section and such other terms and conditions as he thinks fit.

22) Subject to the other provisions of this section, **the Lake Ellesmere Domain Board[15] may grant licences over the aforesaid part of the said domain authorizing the licensee to occupy the land the subject of the licence and to erect dwellings thereon; such licences shall contain such terms and conditions as the Board thinks fit.**

33) …

44) Every lease or licence granted under this section shall provide for the erection within a specified time on the land comprised therein of a building of a design and in accordance with plans and specifications to be approved by the Lake Ellesmere Domain Board, and may contain conditions, covenants, and restrictions with respect to the use and occupation of the land and dwellings, and as to the performance by the lessees of the same to the satisfaction of the said Domain Board.

9. Only the Governor General or the Minister of Lands can grant a lease, s168(1). The Council can only grant a licence, s168(2).

10. The grant of a licence to occupy under the ROLD Act is "subject to the other provisions of this section", s168(2). The relevant provisions in s168 are:

10i) No lease or licence can be granted over any allotment exceeding [16] "twenty perches"[17]

10ii) Huts are to be built within a specified time, with a design in accordance with plans and specification to be approved by the Council[18]

10iii) The licence shall contain such terms and conditions as the Council thinks fit [19]; and

10iv) The lease or licence may contain such conditions, covenants and restrictions with respect to the use and occupation of the land and dwelling and as to the performance by the lessees to the satisfaction of the Council[20].

11. The ROLD Act has never been repealed and is still in force. It was referred to as the relevant governing legislation for the USH in a 1979 case *Downes v Commissioner of Crown Land* (an appeal against the refusal of the Springston South Domain Board to approve certain building proposals)[21].

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[15] The Council now has the powers of the Lake Ellesmere Domain Board.

[16] Section 168(3) ROLD Act

[17] This translates to 505.85m2.

[18] Section 168(4) ROLD Act. An example of that type of licence conditions was referred to in the case *Downes v Commissioner of Crown Lands* – condition 7 of the licence in issue required that if a licence was granted over a section on which no fishing hut was erected, the Board could require a licence to erect a fishing hut within three calendar months.

[19] Section 168(2) ROLD Act

[20] Section 168(4) ROLD Act

[21] *Downes v Commissioner of Crown Lands* SC Christchurch 7/78 [1979] NZHC 208 (8 November 1979). Interestingly, the Judge notes that "No formal written licence is apparently issued. The conditions are drawn to the attention of prospective licensees by the application form which requires a signature by the assignee over an acknowledgement that he has read the conditions under which the licence is held as printed on the back and undertaking if the transfer be approved to comply with the conditions."

12. The ROLD Act contains the power to grant a licence to occupy the reserves but it doesn't mention a specific term. The reserve itself is still administered and managed under Reserves Act 1977, which remains relevant, including when considering the term of any licence.

13. **Summary**: The only power for Council to grant a licence over the reserve is under the ROLD Act but the reserve itself is still managed under the Reserves Act, which remains relevant, in relation to the term of licence and administration and management of the reserve.

What term can be granted?

14. At its 5 March 2025 meeting, the Council noted legal constraints in the Reserves Act 1977 limit licences to a maximum of 33 years. Council considers it cannot grant a licence longer than this period[22].

15. As set out above, Council can only grant licences under the ROLD Act. There is no provision limiting the term for licences under the ROLD Act, nor any guidance as to an appropriate term.

16. The reserve is still under the umbrella of the Reserves Act 1977[23], so relevant considerations to guide what term is appropriate (alongside s168 of the ROLD Act) would include[24]:
    - 16i) the overarching purpose of the Reserves Act;
    - 16ii) the specific reserve classification i.e. local purpose reserve for hut settlement; and
    - 16iii) lease and licence terms available for various reserve types under the Reserves Act.

17. Under the Reserves Act, the following terms can be granted:

    17i) A lease over a historic reserve for a term not exceeding 33 years [25], with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple[26].

    17ii) A lease over a local purpose reserve for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple[27].

    17iii) Leases and licences over scenic and recreation reserves for 33 years with the "ability for further similar terms to be granted[28].

---

[22] Section 61 Reserves Act 1977

[23] The ROLD Act only gives statutory authority to grant leases and licence over what was a recreation reserve to erect, use and occupy huts but other relevant provisions of the Reserves Act 1977 continue to apply.

[24] Also relevant at an individual licence holder level will be any major non-compliance with essential licence terms and conditions e.g. persistent nonpayment of rent.

[25] Also relevant is if a lease is granted for a term of 35 years or more, this is deemed to be a subdivision for the purposes of the Resource Management Act 1991. Most leases are for less than 35 years to avoid this complication. A renewal of a lease is considered a new lease, so a renewal for 33 years after an initial 33-year term is not additive– it is not a 66-year term.

[26] For domestic residential purposes or for the carrying on of any activity, trade, business, or occupation in any building or on any specified site within the reserve and grant leases of any such building or site for any such purpose or purposes, s58A(4)

[27] For a community building, playcentre, kindergarten, Plunket room, or other like purposes: and for farming, grazing, cultivation, cropping, or other like purpose, s61(2B).

[28] See Schedule 1 for details of specific types of leases and lice nces.

17iv) Where a recreation reserve is not being used/not likely to be used, a lease can be granted for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple,[29] .

18. The longest term for a lease is 33 years, with a right of renewal, and in perpetuity; and for licences, 33 years, with the ability for further similar terms to be granted. For licences, "terms" is plural – it is not restricted to one further term of 33 years.

19. As the reserve is a local purposes reserve, section 61 of the Reserves Act is relevant . Reading the ROLD Act and section 61 of the Reserves Act together , a licence[30] can be granted for a term not exceeding 33 years, with or without a right of renewal[31], perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple.

20. Council has a discretion within the above, but technically there is no limit on the term of a licence for the USH under the Reserves Act 1977.

21. Also relevant in deciding what term is appropriate is the purpose of Local Government Act 2002 (LGA 2002). There are dual purposes [32] under the LGA 2002:

21i) To provide for democratic and effective local government that recognises the diversity of New Zealand communities – in this case it would be the diversity of Upper Selwyn Huts community[33]; and

21ii) To promote the social, economic and cultural well-being of communities in the present and for the future[34]. Here, it is the well-being of the Upper Selwyn Huts community that is relevant both in the present and more particularly in the future.

22. Given Council must manage the reserve for its specific purpose, and in accordance with the broader purposes of the Local Government Act 2002, in the absence of reasons to grant a shorter or finite term, Council should grant licences for a term consistent with the continued existence of the hut settlement.

23. **Summary**: Reading the ROLD Act and section 61 of the Reserves Act together, there is no limit on the term of a licence that can be granted for the USH . ~~under the ROLD Act so it . Guidance under the Reserves Act indicates~~ l Licences can be granted for up to 33 years, with the ability for further similar terms to be granted, with no limit specified. The specific reserve purpose is relevant to consider (for hut settlement purposes) alongside the relevant purposes of the LGA 2002 to recognise the diversity of the Upper Selwyn Huts community[35] and to promote the social, economic and cultural well-being of that community both now and for the future[36].

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[29] For farming, grazing, afforestation, s73(3) and Schedule 1.
[30] In accordance with the ROLD Act, Council can only grant a licence, not a lease.
[31] A right of renewal normally contemplates the grant of a new lease/licence but this is exercisable as a condition of the lease/licence document itself. The only limit is usually that lessor or licensor is satisfied that the terms and conditions of the lease or licence have been complied with. See e.g. Schedule 1 Reserves Act 1977.
[32] Section 3 and 10 Local Government Act 2002.
[33] Being a New Zealand community, as set out in section 3 Local Government Act 2002
[34] Section 10(1)(a) Local Government Act 2002
[35] Being a New Zealand community, as set out in section 3 Local Government Act 2002

(ii) Council not bound by 2019 resolution to require a finite term

24. Residents are concerned Council is still relying on its May 2019 Resolution to justify imposing a finite term i.e. 'Hut licences and subsequent renewals are short term and ultimately for a finite period". The proposed 15-year finite term in 2024 flowed from this 2019 Resolution.

25. Reasons residents consider Council is still relying on this Resolution to justify a finite term for the next phase of consultation options include:

    25i) On 5 March 2025 the Council publicly excluded workshop about the Selwyn Huts states under the heading "Guiding principles and assumptions" [37]:

    The Deed of Licence is finite (regardless of whether this involves triggers or a set date).

26. The meeting Agenda for this meeting (21 May 2025) includes four (4) references to either the 2019 Resolution and/or a finite term – sections 3.3.5, 3.3.7, 4.11 and section 5.2.

27. The most concerning item is under the heading **Licence Term Options,** where section 5.2 states:

    On 8 May 2019 Council unanimously determined that 'Hut licences and subsequent renewals are short term and ultimately for a finite period '.

28. Section 5.3 goes on to state "This section of the consultation aims to satisfy Council 's direction to provide long-term certainty for the licence holders."

29. Section 5.4 sets out:

    "The consultation asks the following two questions:

    29i) Please select your preferred licence term from the options below
    o Option A: Fixed term of 5 years with a final, non-renewable expiry date. Why is this your preferred option?
    o Option B: A single fixed term of 30 years with a final, non-renewable expiry date. Why is this your preferred option?
    o Option C: Rolling 10-year terms with the ability to renew, up to a maximum of 30 years total (10 + 10 + 10 years). Why is this your preferred option?

    29ii) Do you have any other feedback? "

30. It seems clear the finite options included above flow from both Council's view that the Reserves Act limits the term of licences and the 2019 Resolution reference to a finite term is still binding, even though process that flowed from that and the resulting 15-year finite term have been paused. It is also unclear whether Council has considered the relevant purposes of the LGA 2002.

31. As set out in my correspondence to Council dated 23 May 2024, Council reference to (and reliance on) a "finite term" for the USH licences is misguided, factually and legally:

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[36] Section 10(1)(a) Local Government Act 2002
[37] Page 29

31i) It arose out of the Council's 2019 Resolution made in the context of issues with funding of and solutions for wastewater.

31ii) As the wastewater issue has been resolved this is no longer an issue and cannot be used as justification for a short (or finite) term.

32. I also note that in the Council minutes from the 24 July 2024 meeting, two of the resolutions were to:

32i) engage with the USH community through to 1 March to develop a proposal concerning the future licensing arrangements for the USH; and

32ii) pause the current USH process that would have resulted in a deed of licence (DOL) being issued for a maximum total of 15 years.

33. A potentially shorter term (via a longer term with triggers) could be justified if there was an imminent threat to the huts from e.g. climate change. Given the recent findings of Aqualinc and the Jacobs Report[38] that there is no pressing risk in the next 30 or so years, this cannot be used as justification for a short (or finite) term.

34. If any issues arise which are backed by scientific evidence, these could be accommodated by environmental trigger(s) conditions in the licence.

35. **Summary**: Council should not rely on the 2019 Resolution to justify a finite term. There also aren't any reasons e.g. climate change, that would justify a shorter, finite term.

(iii) Purpose of the reserve and historic values

36. The overarching purpose of the Reserves Act is set out in section 3 [39]:

It is hereby declared that, subject to the control of the Minister, this Act shall be administered in the Department of Conservation for the purpose of—

(a) providing, for the preservation and management for the benefit and enjoyment of the public, areas of New Zealand possessing—
(i) recreational use or potential, whether active or passive; or
(ii) wildlife; or
(iii) indigenous flora or fauna; or
(iv) environmental and landscape amenity or interest; or
(v) natural, scenic, historic, cultural, archaeological, biological, geological, scientific, educational, community, or other special features or value.

37. The purpose of a local purpose reserve is [40]:

[38] Presented to Council in a public excluded Councillor Workshop, on 5 March 2025, the report stated "One of the key drivers for retreat was the anticipated impacts from climate related hazards. SDC have since received technical presentations from Environment Canterbury and Aqualinc that show **the risk is not as significant as previously thought** . Given this, the work and related engagement process, are currently on hold pending further direction from the Council after a review of the updated information.

[39] Section 3(1) Reserves Act

[40] Section 23 Reserves Act

> It is hereby declared that the appropriate provisions of this Act shall have effect, in relation to reserves classified as local purpose reserves for the purpose of providing and retaining areas **for such local purpose or purposes as are specified in any classification of the reserve.**

Hut settlement

38. At the request of the Council[41], the reserve where the huts are situated was reclassified by DoC in 2015 from recreation reserve to "local purpose reserve for the purpose of hut settlement", "which would more accurately define its current use"[42]. The Council decided what the purpose of the reserve was to be, and DoC approved it.[43]

39. "Hut settlement" isn't defined or further described in the Reserves Act. The ordinary meaning of "settlement" includes "a community formed by members of a group, esp. of a religious sect. [44]" "Religious sect" is not applicable here, but the idea of a community formed by members of a group is. "Community"[45] is defined as "a group of people living in one locality".[46]

40. The purpose of the reserve is clearly focussed on the community of people who live at the Upper Selwyn Huts.

41. The reserve purpose (hut settlement) is also reflected in the current Licences which state (**bolding** mine):
    - 41i) Clause 1.1 "Licence" means **permanent licence** (as described in Schedule 1) granted by the Licensor to the Licensee under this licence.
    - 41ii) Under the heading TYPE OF LICENCE, Clause 4.1provides:

      The various lots on the Reserve have been set aside by the Licensor to be granted to Licensees as: …(a) **permanent licences**,
      and the type of Licence granted to the Licensee is specified in Schedule 1.
    - 41iii) Schedule 1 Item 12. Licence Type: **Permanent**.
    - 41iv) Schedule: **Permanent** licences terms and limitations on use:

      The Licensee may **permanently occupy** the Lot and reside in the hut in accordance with the terms and conditions of the grant of licence provided in this Licence.

42. Residents advise there are precedents for licence renewals over 130 years. Even though the licences have been for 5-year terms with rights of renewals, Residents always understood the renewals to be for the purpose of "refreshing" licence terms and conditions, not anything to do with the term itself, which Residents have always understood was permanent.

43. The Department of Conservation also verbally told residents they should be able to stay long term with the reclassification to local purpose hut settlement.

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[41] See letter dated 11 March from DoC to the Council. DoC "has consented to your proposed classification ".
[42] E-mail from Selwyn District Council 4 May 2009 (it is unknown who it is to, as that is redacted).
[43] See e-mail from DoC to the Council on March 31, 2010, where DoC informed the Council, it needed to decide what it considered to be the most appropriate classification given its current use. DoC suggested local purpose (community purposes). By October 2009, the Council has decided the area would be reclassified as Local purpose (hut settlement), see letter from the Council to DoC 23 October 2009.
[44] Collins Shorter English Dictionary, Harper Collins 1994
[45] Collins Shorter English Dictionary Harper Collins 1994
[46] Collins Shorter English Dictionary Harper Collins 1994

Historic features

44. Section 23(2) of the Reserves Act provides that having regard to the specific local purpose for which the reserve is classified, each reserve shall be managed so that where there are …**historic features present**, those features shall be managed and protected to the extent compatible with the primary purpose of the reserve.

45. The historic features and values of the reserve have been assessed by Under Over Architecture Ltd (UOA) in their Statement of Significance[47]. There are significant heritage/historic values present at the Upper Selwyn Huts[48], which include

    45i) taken as a whole the USH retain a high degree of integrity, which is not necessarily tied to the structure of individual buildings, but to the historic identity of the community as a whole.
    45ii) the group value of the USH is integral to its heritage significance.
    45iii) the current owners and occupiers retain a particularly high sense of esteem for the historic values of the settlement and form a united community.
    45iv) the USH community retains significance for the families, owners and occupiers; and

46. These specific values also link to the purpose of the reserve, which focuses on the community.

47. UOA recommends the Upper Selwyn Huts remain on their current site; that they are entered on HNZPT's List/Rārangi Kōrero as a historic area; and that they are added to SDC's District Plan heritage schedule.

(iv) Powers and obligations of Council

Functions of Council

48. The Minister of Conservation appoints a local authority to control and manage a reserve "for better carrying out the purpose of any reserve", for the **particular purpose for which it was classified**[49].

49. The functions of administering bodies include[50] to ensure the use, enjoyment, development, maintenance, protection and preservation as the case may require, of the reserve **for the purpose for which it is classified**[51].

50. There is a high standard expected of administering bodies to "ensure" the use, enjoyment etc. of the reserve and also a clear focus on the specific purpose for which a reserve has been classified. This should guide the Council in any decision making about the reserve, the huts and the community living in the huts, particularly the term of any licence.

[47] The Report is still in draft at the date of this opinion, but the findings are not expected to change.
[48] See Appendix Two for a summary.
[49] Section 28(1) of the Reserves Act (appointment to control and manage). The local authority can also expend and apply money in controlling and managing the reserve in accordance with the particular purpose for which the reserve is classified, s28(1) Reserves Act.
[50] In accordance with the Act and the means at its disposal
[51] Section 40 Reserves Act.

51. **Summary**: Given the purpose of the reserve is a "hut settlement", and given the Council must ensure use and enjoyment of the reserve for the purpose for which it has been classified, in the absence of justifiable reasons to grant a shorter or finite term, the Council should grant a licence for a term consistent with the continued existence of the hut settlement.

(v) Options

52. Following the July 2024 Council meeting where Council resolved to engage with the community to develop a proposal concerning future licencing arrangements, c onsultation was undertaken and included four licence holder meetings, four Committee meetings and five drop-in sessions with other residents[52]. The range of options Councillors considered were:

52i) Option 1: Fixed year term less than 33 years with clear retreat conditions.
52ii) Option 2: Triggers with a fixed term (e.g. environmental factors determining relocation)
52iii) Option 3: Triggers with no end date, relying on environmental conditions.
52iv) Option 4: 5-year rollover.

53. The majority of councillors supported Option 2 (Triggers with a fixed-term duration).The duration discussed leaned towards 20-33 years with transfer options to be made clear prior to the end date to provide certainty for the community.

54. Given:

54i) Council is not bound by any finite licence term under the ROLD Act or the Reserves Act;

54ii) The Reserves Act indicates a licence for more than one term of 33 years can be granted, with no specific end date;

54iii) Council is not bound by its 2019 Resolution to only consider a finite term;

54iv) The purpose of the local purpose reserve is "hut settlement", which includes the notion of a community of people living together;

54v) There are specific historic values of the reserve relevant to consider, which includes a focuses on the community;

54vi) A function of the Council is to ensure the reserve is used and enjoyed for the purpose for which it is classified;

54vii) Council must consider the dual purposes of the LGA 2002 and recognise the diversity of the Upper Selwyn Huts community[53] and promote the social, economic and cultural well-being of that community both now and for the future[54];

[52] Public excluded Council Workshop 5 February 2025.
[53] Being a New Zealand community, as set out in section 3 Local Government Act 2002
[54] Section 10(1)(a) Local Government Act 2002

54viii) Given the reserve purpose is "hut settlement", and in accordance with the broader purposes of the Local Government Act 2002, in the absence of justifiable reasons to grant a shorter or finite term[55], Council should grant a licence, for a term consistent with the continued existence of the hut settlement

55. Residents seek Option 3 from the July 2024 Council meeting be added as Option four to the options to be consulted on[56]. Option 3 seems the most appropriate:

Triggers with no end date, relying on environmental conditions.

B. Significance and Engagement

Confirm this issue continues to be classed as "significant", as classified in 2024 by Council.

56. It is unclear why Council staff consider this issue is now "moderate". The circumstances surrounding the categorisation of the issue as "significant" in 2024 have not changed, so the categorisation should stay the same. This means the Special Consultative Procedure should be used/continue to be used and more time is needed for that. Kirrily Fea will talk about this in more detail.

Clare Lenihan

Barrister

[55] E.g. flooding, climate change, health and safety, persistent breach of fundamental terms and conditions of Licence
[56] Section 5.2 of the Council Agenda.

Appendix One – Section 61 Reserves Act 1977

Section 61 Powers (including leasing) in respect of local purpose reserves

(1) The administering body of a local purpose reserve may, in the exercise of its functions under section 40, do such things as it may from time to time consider necessary or desirable for the proper and beneficial management, administration, and control of the reserve and for the use of the reserve for the purpose specified in its classification.
(2) The administering body, in the case of a local purpose reserve that is vested in the administering body, is hereby declared to be a leasing authority of that reserve for the purposes of the Public Bodies Leases Act 1969.
(2A) In addition to the powers of leasing conferred by subsection (2), the administering body, in the case of a local purpose reserve that is vested in the administering body, may lease all or any part of the reserve to any person, body, voluntary organisation, or society (whether incorporated or not) for any of the following purposes:

(a) community building, playcentre, kindergarten, plunket room, or other like purposes:
(b) farming, grazing, cultivation, cropping, or other like purposes.

(2B) A lease granted pursuant to subsection (2A) shall be subject to the following provisions:

(a) the lease shall be for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple, and, subject to paragraph (b), shall be on such other conditions as the administering body determines:
(b) the lease shall include a condition that the land leased shall be used solely for such purposes as are specified in the lease, and that upon breach of that condition the administering body may terminate the lease in such manner as is prescribed or implied in the lease, whereupon the land, together with all improvements, shall revert to the lessor without compensation being payable to the lessee for improvements or otherwise.

(3) The powers of leasing conferred on an administering body by this section shall, with respect to any local purpose reserve which is not vested in an administering body, be exercised by the Commissioner.

Appendix Two – Heritage Values

1. USH obtained a Statement of Significance from Under Over Architecture Ltd (**UOA**), in relation to the heritage values of the USH. Findings in the report included:

    a. the USH have significant architectural values and increasingly high rarity values.
    b. the USH are highly representative not only of early fishing hut communities but small New Zealand holiday spots.
    c. taken as a whole the USH retain a high degree of integrity, which is not necessarily tied to the structure of individual buildings, but to the historic identity of the community as a whole.
    d. the group value of the USH is integral to its heritage significance.
    e. the current owners and occupiers retain a particularly high sense of esteem for the historic values of the settlement and form a united community.
    f. the USH community retains significance for the families, owners and occupiers; and
    g. the USH are extremely vulnerable given the Council is seeking to terminate the leases to the land on which the community is built.

2. UOA recommends[57] that because of the heritage values the Upper Selwyn Huts:
    a. remain on their current site.
    b. are entered on Heritage New Zealand Pouhere Taonga 's (HNZPT's) List/Rārangi Korero as a historic area; and
    c. are added to SDC's District Plan heritage schedule.

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[57] UOA also notes that HNZPT is opposed to the demolition of historic buildings, except for cases where it is unavoidable due to the structure being beyond repair. Demolition is viewed as inconsistent with sustainable management of resources and as an irreversible removal of cultural heritage that is often regretted in the future.

ADVICE



To: Clare Lenihan, Barrister
Re: Upper Selwyn Huts – opinion on Selwyn District Council's funding decisions
Date: 22 July 2024

1. The Upper Selwyn Huts (**USH**) owners have requested advice on:

    a. whether they should be charged Selwyn District Council's (**SDC's**) district-wide rates (**DWRs**) for sewer and water;[1]

    b. whether they or the SDC should bear the cost for repair and/or renewal of the USH community wastewater reticulation; and

    c. how the cost of the Pines wastewater treatment plant (**WWTP**) connection should be met.

2. I have prepared this advice on the basis that you will share it with your client. It has been prepared under some time pressure after considering information provided by you and Kirrily Fea in emails of 19 July 2024. I have also accessed SDC's Long-Term and Annual Plans, and Wastewater Bylaw. You also provided me with copies of the 2015 and draft Deed of Licences.

Summary of advice

3. Each of the funding decisions that you have asked me to consider should have a foundation in the Council's funding and financial policies, particularly the revenue and financing policy (**RFP**) applying at the time the decision was made. In my view SDC's analysis and policy statements in the policies do not provide a foundation for the decisions made. For the renewal and connection matters, it is not clear that the funding and financial policies have even been considered when the SDC made the relevant decisions.

4. The USH owners have some valid points to raise about the Council decisions on DWRs, particularly that Council's analysis does not explain the reason for different

[1] The Sewerage Targeted Rate and Water Supply Targeted Rate.

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funding treatment and that the Council has taken into account irrelevant considerations in its decision-making.

5. The Council's policies are clear that since 2009 the Council will rate-fund renewals for water and wastewater infrastructure. Even if that renewals approach was applied by analogy to the Licence Fee for the community reticulation, the Council should have since 2009 started building up reserves for the renewals of the wastewater reticulation infrastructure.

6. In terms of the cost of the WWTP Pipeline Connection, the Council's RFP indicates this should be funded by those using it over its entire lifespan and that as capital expenditure, rates funding is used, (particularly given that rates are a better tool than user charges to ensure intergenerational equity in funding).

Outline of advice

	Paragraphs
SDC's funding decisions analysis does not support excluding USH from DWRs	[7]
SDC's reasoning for decisions about which funding source is used	[8] - [21]
How SDC has given effect to targeted rates as a funding source	[22] - [29]
Observations on DWR decisions	[30] - [31]
SDC's renewals funding approach should apply to repair and renewal of the community wastewater reticulation	
SDC's responsibility for renewals	[32] - [39]
SDC's renewals funding policy	[40] - [43]
Observations on renewals funding	[44] - [46]
Policies strongly indicate DWR rate-funding for cost of Pines WWTP Pipeline Connection	[47]
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Appendix Four – Extracts from SDC's 2015 Financial Strategy	16

SDC's analysis for its funding decisions does not support excluding USH from DWRs

7. In my opinion, SDC's analysis for its funding decisions does not support its decision to exclude USH from DWRs.

SDC's reasoning for decisions about which funding source is used

8. The Council's decisions about which funding sources it uses to fund its activities are required to be set out in its RFP (sections 102(1), 102(2)(a) and 103 of the Local Government Act 2002 (**LGA 02**).[2] Broadly, there are two aspects to an RFP:

    a. a statement of general policies about the funding of operating expenses and capital expenditure from the permitted sources of funding for local authorities (including rates, and fees and charges) – section 103(1) LGA 02; and

    b. what is variously called "an activity analysis", a "funding needs analysis" or "section 101(3) analysis" – section 103(3) LGA 02. Section 101(3) of the LGA 02 sets out mandatory relevant considerations that a local authority must consider when determining which funding sources will be used to fund its activities.

9. In full, section 101(3) of the LGA 02 requires:

> **101 Financial management**
> ...
> (3) The funding needs of the local authority must be met from those sources that the local authority determines to be appropriate, following consideration of,—
> (a) in relation to each activity to be funded,—
> (i) the community outcomes to which the activity primarily contributes; and
> (ii) the distribution of benefits between the community as a whole, any identifiable part of the community, and individuals; and
> (iii) the period in or over which those benefits are expected to occur; and
> (iv) the extent to which the actions or inaction of particular individuals or a group contribute to the need to undertake the activity; and
> (v) the costs and benefits, including consequences for transparency and accountability, of funding the activity distinctly from other activities; and
> (b) the overall impact of any allocation of liability for revenue needs on the current and future social, economic, environmental, and cultural well-being of the community.

10. The RFP adopted on 3 July 2024 (included in the agenda for SDC's meeting on that date, and adopted according to the unconfirmed minutes of that meeting) includes the extracts set out in **Attachment A** to this advice for the water and wastewater activities. I have annotated relevant parts. It appears the adopted LTP is not yet available from the Council's website.

11. The activities for which the analysis is done in the RFP are high-level: "water (community water supplies and water races)" and "wastewater, stormwater and land drainage". This high-level approach has been used since 2015 and there is no legal issue with this approach in and of itself. It means the individual water and wastewater

[2] The RFP must be part of a long-term plan (clause 10 of Schedule 10 of the LGA 02).

schemes are considered as one in the analysis. There is no separate analysis for any individual scheme.

12. However, in my opinion, that approach to the activities means there is insufficient analysis to support charging USH for water and wastewater otherwise than through the DWRs.

13. For water, the activity analysis strongly indicates targeted rates as the funding mechanism for all customers for all schemes. "User charges as appropriate" is described as a funding source for operating costs for community water supplies (page 375), but it is not clear if this includes the Licence Fee nor when it is appropriate for user charges to be used. Similarly, for capital costs, this strongly leans towards targeted rates as a funding source for operating expenditure. While user charges is mentioned as a funding source to pay back borrowing for capital expenditure, there is no explanation as to when there might be preference for one over the other (also page 375).

14. For wastewater (page 376), it is even more clear that targeted rates are the preferred funding source. User charges are not mentioned as a funding source.

15. For both water and wastewater, there is no analysis to explain why some customers receiving the same or similar service will be charged using different funding sources.

16. Nor is it clearly discernable from the general policies (pages 359 to 363) as to why USH owners cannot pay for the service through targeted rates. Even in terms of the five steps for funding operating expenditure, point 2 on page 361, it is not clear why it is practical to recover a portion of the cost from USH owners as fees and charges (if that is what the Licence Fee is), and not for other customers. Nor are USH owners identified as particular exacerbators (who creates the need) for the activity over and above other customers.

17. In my opinion, there are also some technical deficiencies with the Council's approach to the activity analysis. The funding source should be determined after considering the matters in section 101(3)(a) and (b). The Council's approach is to set this out after considering only one of the five matters in paragraph (a) – the distribution of benefits (eg page 375). While the funding source and proportion is also stated at the end of the activity analysis, it begs the question as to whether proper consideration has been given to those other matters in reaching the decision. The Council also appears to apply the section 101(3)(b) overall impact consideration on an activity-by-activity basis, not overall for all activities as the subsection requires.

18. The overall impact consideration is where considerations of affordability are usually factored in. The cost to other ratepayers of including USH in the DWRs might be a reasonable reason for different treatment if it was recorded as such in the RFP analysis. Similarly, affordability concerns for USH owners might be a reasonable reason for using a particular funding source if identified and explained as such in the policy.

19. The Superior Courts have recently considered Auckland Council's[3] and Wairoa District Council's[4] revenue and financing policy decisions. Those cases concerned challenges to a particular targeted rate (Auckland Council) and a differential category and weighting (Wairoa District Council).

20. Since 1996 until these judgments were given, councils, in responding to challenges to their funding decisions have pointed to a decision of the Court of Appeal[5] which essentially states that councils have enormous discretion in making their funding decisions and that it is very hard to successfully challenge an RFP on the basis that it is unreasonable or irrational. The recent decisions preserve the discretion, meaning ratepayers/customers have no "right" to pay by a particular funding source. However, the cases also confirm the discretion is not unfettered and reiterated the obligations on councils to properly undertake the section 101(3) analysis to support their positions about the funding sources to be used.[6]

21. The *CP Group* case also reiterated that rates are a tax, not a system of user-pays[7]. In terms of SDC's approach, this begs the question that if 25 out of 26 water schemes and 16 out of 17 wastewater schemes pay for the service by a tax, why is one of the schemes paying for the same or similar service through user charges? The Council has not been able to explain this in its RFP.

Giving effect to targeted rates as a funding source

22. When targeted rates are to be used as a funding source, these rates must be described in a funding impact statement (**FIS**)[8] contained in either a long-term or annual plan (clauses 15 and 20 of Schedule 10 of the LGA 02). Relevantly this includes specifying the activity or group of activities for which the targeted rate is to be set (subclauses 4(a)). A FIS is also required to describe land liable for the rate (subclauses (4)(b)), and the basis of liability (eg land value, per rating unit etc) (subclauses 4(c)).

23. A FIS must be consistent with the RFP, by virtue of section 23 of the Local Government (Rating) Act 2002. Section 23 requires that rates set must be consistent with the funding impact statement and the relevant provisions of the local authority's long-term plan (this is widely thought in the local government sector to be the RFP).

24. Given the approach to activities in the RFP, it is no surprise that the FIS describes the activities which the DWRs fund at a high level - "providing and maintaining sewerage treatment and disposal systems" and "providing and maintaining water supply schemes".

25. However, the FIS also shows the SDC is willing to set targeted rates on a smaller group of ratepayers for specific purposes relating to the water and wastewater activities – the

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3 *Auckland Council v C P Group Ltd* [2023] 1 NZLR 35; [2023] NZSC 53 (***CP Group***).
4 *New Zealand Forest Owners Association Inc v Wairoa District Council* [2023] 3 NZLR 476; [2023] NZCA 398 (***NZFOA v Wairoa DC***).
5 *Wellington City Council v Woolworths New Zealand Ltd (No 2)* [1996] 2 NZLR 537.
6 I set out extracts from *CP Group* and *NZFOA v Wairoa DC* in Appendix One to this advice to give a sense of the approach the Courts take to cases challenging funding decisions.
7 At paragraph [63].
8 Often pronouced by those familiar with FISs as "fiss" (rhymes with hiss) or "fizz".

Sewerage and Water Loan Targeted Rates, and a sewerage investigation targeted rate before the 2024/25 year.

26. Looking at SDC's FISs for a few years, until USH was explicitly excluded from liability for the DWR in response to Buddle Findlay picking up the ambiguity in March 2019, in my opinion it is highly arguable that USH was within the description of land liable for the DWRs.

27. While the DWRs were not included in the examples of rating impact for USH (the examples are provided to meet the requirements of subclauses (5) of clauses 15 and 20 of Schedule 10), in my opinion that is not determinative of the matter. The omission could be read as a mistake and in any event, the examples cannot be the primary explanation of the land liable for a rate given the specific requirement identified in paragraph 22.

28. In my experience (including from advising many councils across the country on rating matters), when issues in FISs are identified to councils they usually resolve the matter in the ratepayer's favour, unless they can take steps to fix the FIS in the relevant rating year. Otherwise, any correction is made for and applies from the next rating year.

29. I also consider it reasonably arguable that the change suggested by Buddle Findlay was not in fact consistent with the RFP for the reasons identified above in paragraphs 13 to 21.

Observations on DWR decisions

30. In a proceeding before the High Court, the Court would consider the decision-making record, which is more than just the final adopted documents. It would include agendas and minutes, consultation information, submissions, possibly workshop material, and other items on the public record relating to the decision-making process. I note this as a caveat because the Council may be able to point to other information which gives context to the adopted documents or may make their final decisions look "less bad".

31. However, from what I've seen to date, USH owners have some valid points to raise about the Council decisions on DWRs, particularly that:

    a. The decision is not supported by analysis – that is SDC has failed to support its funding decision in its RFP analysis.

    b. This means the change to the FIS to exclude USH from liability for DWRs in 2019 was not consistent with the RFP.

    c. SDC has taken into account irrelevant considerations in making the funding decisions for water and wastewater for USH, being: the nature of USH tenure and length of remaining tenure, and uncertainty about what future resource consent may require and the degree of upgrade required for wastewater. This becomes more egregious as time has gone on because the irrelevance of the considerations should have been recognised.

    d. The decisions about the water DWR appear to have been tied to the irrelevant considerations about wastewater, which effectively makes them doubly irrelevant considerations. SDC was also advised in March 2019 about the

obligation to continue providing water services which exacerbates the different funding treatment from those ratepayers paying for the other schemes.

SDC's renewals funding approach should apply to repair and renewal of the community wastewater reticulation

SDC's responsibility for renewals

32. By community wastewater reticulation system, I mean the existing earthenware pipes from individual huts to the WWTP pipe connection point.

33. The usual legal position for an ordinary residential lot where the ratepayer owns both the land and any dwellings on it is that the owner owns and is responsible for any water and wastewater infrastructure on the property up to the point of connection to the council scheme.[9] The relevant council owns and is responsible for the scheme infrastructure from the point of connection. A council may provide financial assistance to property owners to upgrade private infrastructure, but primarily the cost rests with the owner.

34. The usual position is generally reflected in the Council's Wastewater Drainage Bylaw 2016. Relevant provisions of the Bylaw are set out in Appendix Two to this advice. There is some interchange in references to the "owner", "person" and the "customer". The "customer" is a person with a right to discharge and may not necessarily be the owner.

35. In 2021, SDC consulted on changes to this Bylaw, but the amendment appears not to have progressed, possibly due to the impact of the previous Government's three waters reforms. The material changes proposed related to the standards to which works must be completed.

36. Clause 13 of the 2015 Deed of Licence requires the Licensee to amongst other things: *"(d) keep any lateral pipelines which service the Lot in a state of good order and repair, free of any infiltration and obstructions; and (e) ensure that storm water is not discharged from the Lot into the waste water system. The cost of resolving any problems relating to a lateral pipeline are broadly to be borne by the licence holder or holders."*

37. Clause 16 of the Draft Deed of Licence provides the same and also includes as proposed clause 16.3 the following: *"For the avoidance of doubt, 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."*

38. On initial consideration, the USH owners would appear to have the responsibility to maintain the pipes connecting their dwellings to the system and ensure stormwater is not discharged from the Lot to the system.

39. However, given the ownership situation, the matter of renewal of that infrastructure in my opinion sits with the Council as the owner. That is not to say the Council may not

[9] Ownership because the infrastructure becomes part of the land.

require customers to pay some of the costs, but any contribution from customers should be in accordance with its funding and financial policies, its accounting for renewals, and the principle that a local authority should avoid "double-recovery" in its funding decisions.

SDC's renewal funding policy

40. SDC's current approach to funding renewals (a capital expense) and depreciation (an operating expense) is described in: (a) the supporting information to the Financial Strategy[10] in the LTP 2024-2034 and (b) its RFP. Relevant extracts from the supporting information to the Financial Strategy are set out in Appendix Three to this advice.

41. The RFP also describes the Council's approach to funding depreciation and renewals and this is marked up on Attachment A.

42. These are broadly consistent in that renewals are funded from rates, reserves (presumably rate reserves built up for these purposes) and subsidies where available. There is an inconsistency in the period of calculation for renewals: the Financial Strategy says 30 years, but the RFP says 20 years. There is no separate analysis for USH.

43. The 2015 RFP included the same words about the funding of renewals. An extract from the 2015 Financial Strategy is included as Appendix Four to this advice. It provides useful historical explanation of the Council's renewals funding approach and the change the Council made in 2009 from funding renewals as the cost came up to rates funding renewals for water and wastewater over 20 years. I have not checked what the 2018 and 2021 LTPs stated.

Observations on renewals funding

44. It is unclear the extent to which SDC took into account its funding and financial policies and strategies when making the various renewal decisions (including 8 March 2024), as it should have done. However, in my opinion, the Council's funding policy is clear that it rate-funds renewals for water and wastewater.

45. In the time available, I have not been able to investigate the extent to which the Council has built up renewal reserves for wastewater infrastructure. However, for the reasons described above in relation to how the Council describes the funding of wastewater in its RFP, I consider USH owners are in a reasonably strong position to argue that renewal of the earthenware pipes should be funded by the DWR ratepayers. Even if the renewals funding approach was applied by analogy to the Licence Fee for USH, that would indicate that since 2009 the Council should have started building up reserves for the renewals of the reticulation infrastructure.

46. In the time available, I have also not been able to consider questions around the (regulatory) liability for stormwater infiltration into broken, end-of-life, pipes and discharge through the wastewater system (or whether this becomes a non-issue once

[10] A required part of an LTP (section 101A of the LGA 02).

there is connection to the Pines WWTP Pipeline Connection). This seems a matter on which we both have relevant expertise.

Policies strongly indicate DWR rate-funding for cost of Pines WWTP Pipeline Connection

47. This decision should also be made in accordance with the Council's funding and financial policies. Again it is unclear the extent to which this was done.

48. In terms of the RFP, and a common approach to funding level-of-service improvements, those customers benefiting from an improved level of service should expect to contribute to the cost.[11]

49. The RFP describes the relevance of the concept of intergenerational equity, which is one of the section 101(3)(a) considerations (section 101(3)(a)(iii)). In the general explanation of the funding of capital expenditure it says *"The third source considered will be rates. In considering the use of rates Council will be mindful of the balance between the principles of community affordability and inter-generational equity."* In the wastewater analysis itself, the Council's position is that the *"benefits of this function are ongoing."*

50. A decision to fund the cost of the pipeline connection from users by way of user charge in a shorter period of time than the lifespan of the pipeline is, on its face, contrary to the principle of intergenerational equity. This is recognised at paragraph 4.8 of the SDC's 4 March 2024 report, but not in the context of the RFP. Rates are a much better tool at achieving intergenerational equity than fees given the security of the rating base.

51. For the reasons described above in relation to how the Council describes the funding of wastewater capital expenditure in its RFP, I consider USH owners are in a reasonably strong position to argue that the pipeline costs should be funded by rates, not some kind of user charge, and by the District's wastewater ratepayers not just USH owners.

52. Thank you for the opportunity to assist with this matter. I am happy to discuss any aspect of this advice.

Lizzy Wiessing

[11] For strategic planning purposes, capital expenditure is often explained in terms of whether it is (a) meeting additional demand for an activity (eg growth, paid for by developers via development contributions); (b) improving the level of service for current customers; or (c) replacing existing assets – renewals.

APPENDIX ONE – EXTRACTS FROM RECENT CASE LAW REVIEWING FUNDING DECISIONS Footnotes omitted

1. PARAGRAPHS [62] TO [68] OF THE SUPREME COURT'S DECISION IN *AUCKLAND COUNCIL V C P GROUP LTD* [2023] 1 NZLR 35; [2023] NZSC 53

The approach required [discussing a legality-type challenge]

[62] … The respondents' approach, which found favour with the Court of Appeal, does not reflect a number of relevant factors, namely, the nature of the rating decision; the flexibility afforded to local authorities to determine the sources by which funding needs are to be met and the means of doing so; and the text of s 101.

[63] In terms of the nature of the rating system, the observations made in *Woolworths* hold good, albeit aspects of the legislative scheme are different now. The Court of Appeal in *Woolworths* noted the choices given to local authorities in terms of the rating system adopted. Local authorities continue to have a choice as to rating systems. The Court in *Woolworths* also saw "force" in the submission for Local Government New Zealand, namely, "that it is implicit in the scheme of the legislation that a rating system in its diversity remains primarily a taxation system and not a system inherently based on a principle of user-pays". There have been no relevant changes in this respect. Finally, although discussing a differential rate not a targeted rate, the Court made the point that the very ability to impose a differential for the general rate presumes:

> … the entitlement to discriminate as between types or groups of properties. The very concept of differential rates involves casting a heavier burden than justified solely by relative capital values on one sector rather than another.

Again, that analysis continues to hold true.

[64] As to the flexibility afforded to local authorities, that flexibility reflects the democratic mandate given to local authorities in s 3 of the LGA 2002. That broad mandate is underpinned by the various statutory requirements we have discussed for transparency and consultation.

[65] Of course a local authority has to properly consider mandatory relevant factors such as the benefits referred to in s 101(3)(a)(ii). But the statutory scheme of the Rating Act also supports the view there does not need to be an exact equivalence, or a close correlation, between the benefit and the rate imposed. For example, the relevant rating factors identified in sch 2 and sch 3 include features of the rating unit that may be unrelated to the benefit received from a particular activity.

[66] In addition, as the Court of Appeal in *Woolworths* noted, the rating decision will involve consideration of "imponderables" which means an "elusive search for a direct relationship between services and benefits" is not called for. The present case illustrates the point. There are real practical difficulties in undertaking the exercise contemplated by the respondents which envisages, for example, an itemised breakdown of the extent to which activities can be directly attributed to ATEED rather than, say, the accommodation providers' own destination marketing activities. As the Council submits, the task is further complicated because consideration of benefits may involve an intangible forward looking aspect as a local authority considers the intended or expected future benefits from an activity that is to be funded.

[67] Turning then to the terms of s 101 itself, we accept the submission for Local Government New Zealand that it is plain from the section that the allocation of liability for revenue via the rating system does not have to be undertaken by reference to the benefits of the activity as the defining criterion. That is apparent from the fact that s 101(3)(a) does not provide

for any one factor to take primacy. Subject to the reasonableness inquiry, "some" benefit, as here, may suffice.

[68] It is possible that a particular factor may assume greater significance in an individual case in a factual sense, but even then the factors may pull against each other. To take s 101(3)(a)(iv), an example discussed by Local Government New Zealand in its submission, that requires the local authority to consider those who have contributed to the need to undertake the activity, in other words, those who have caused the need. That consideration may stand in contrast to the assessment of the benefits via s 101(3)(a)(ii). And s 101(3)(b), which requires the local authority to consider "the overall impact of any allocation of liability for revenue needs on the current and future social, economic, environmental, and cultural well-being of the community", must mean that the benefits to the targeted ratepayers is only a part of the analysis. That too tells against the idea that a close correlation between benefit and activity is necessary.

...

Unreasonableness

....

[96] Further, the nature of rating decisions and the judgement to be exercised by local authorities in making them suggest an approach to judicial review in which the local authority as decision-maker is given some latitude in the rating decision. The point fairly made by Local Government New Zealand is that these are complex decisions, often not amenable to right or wrong answers, requiring the resolution of factual issues, the weighing of competing interests, and competing policy considerations. These decisions ultimately require judgement on the part of local authorities.

[97] We also agree with the Council that there is no basis for distinguishing *Woolworths* on the grounds the present case involves a targeted rate not a differential general rate. Undoubtedly, there was some discrimination based on membership of a "target" group in *Woolworths*. And here, the considerations applicable to the exercise of the power (those in s 101(3)) are the same for general as they are for targeted rates.

[98] *Woolworths* has, as the Council points out, reflected the position in New Zealand for over 25 years in the context of rating decisions. It appears to be both well-understood and to have provided a sufficient palimpsest or guiding standard for local authorities. We see no reason to depart from this settled position. The test is appropriate in a case such as this given the nature of the decision, and it is consistent with the processes and associated requirements for consultation and transparency in the statutory scheme and with the recognition of the democratic mandate.

2. PARAGRAPHS [39] TO [43] AND [61] – [68] OF THE COURT OF APPEAL'S DECISION IN *NEW ZEALAND FOREST OWNERS ASSOCIATION INC V WAIROA DISTRICT COUNCIL* [2023] 3 NZLR 476; [2023] NZCA 398.

[39] We draw attention to several relevant features of s 101. First, it establishes a general obligation to manage revenues and expenses prudently and in a manner that promotes the present and future interests of the community, and it insists that the local authority make adequate and effective provision to meet the expenditure needs identified in its long-term plan and, to the extent applicable, in its annual plans.

[40] Second, the section prescribes that the local authority must determine the sources from which its funding needs are to be met and it allows the authority to decide which sources are "appropriate". The local authority must consider a list of matters before making that determination for any activity which is to be funded.

[41] Third, the list of matters is divided into two parts. The first, s 101(3)(a), focuses on activities to be funded. The second requires that the local authority make an overall assessment of the impact of any allocation of liability for revenue needs on the current and future social, economic, environmental and cultural wellbeing of the community.

[42] Fourth, the considerations in subs (3)(a) address outcomes, the distribution of benefits, the period over which the benefits will occur and the extent to which the actions or inactions of individuals or a group contribute to the need to undertake a given activity. So the local authority must consider, relevantly, who benefits from the activity and who contributed to the need to fund it. It may group activities for this purpose but must consider the costs and benefits (including any consequences for transparency and accountability) of doing so.

[43] It is implicit in s 101 that Parliament envisaged local authorities would exercise substantial autonomy, deciding where community interests lie, what activities should be undertaken to promote them, how activities will be classified and how expenditure needs will be funded. The obligations are expressed in a very general way and local authorities are to decide what funding sources are appropriate having regard to all the considerations listed in s 101(3), which include the community's social, economic, environmental and cultural wellbeing. These decisions are to be informed by community preferences revealed through process obligations designed to ensure the community is consulted beforehand and can hold decisionmakers accountable afterward, through the ballot box.

...

[61] In *C P Group* the Supreme Court concluded that *Woolworths* has stood for over 25 years, appears to be well understood and appears to have provided a sufficient standard for local authorities.

[62] The Court did express caution about this Court's conclusion in *Woolworths* that, while local authorities must act within their statutory powers and observe the purposes specified in the legislation, the scope for judicial review on reasonableness grounds was limited; the decision must be so "perverse", "absurd" or "outrageous" that Parliament would not have contemplated it being made by an elected council. The Supreme Court did not find it necessary to debate levels of scrutiny in judicial review, observing rather that the statutory scheme gives the decision-maker latitude:

> ... these are complex decisions, often not amenable to right or wrong answers, requiring the resolution of factual issues, the weighing of competing interests, and competing policy considerations.

[63] This is to treat substantive deference in judicial review as less a matter of judicial policy than the natural consequence of the diversity and policy content of considerations affecting rating decisions and the relevance of community preferences, which need not be evidence-based.

[68] Following *C P Group* there would seem to be little scope remaining for the doctrine that a fiduciary duty which local authorities owe to ratepayers extends to the setting of rates. This Court invoked the doctrine in its 1992 decision in *Mackenzie District Council v Electricity Corp of New Zealand* but soon retreated from it. In *Woolworths* the Court explained that *Mackenzie District Council* was a clear and extreme case of a local authority acting without regard to relevant considerations and held that the doctrine does not open up a route for judicial intervention in discretionary local authority decision-making. In its 1997 decision in *Waitakere City Council v Lovelock* the Court recognised that a fiduciary duty sat uneasily with rating decisions: notably, rates are levied on properties by reference to their characteristics, not ratepayers. In *C P Group* the Supreme Court added that it is not generally necessary to rely on the concept of a fiduciary duty when the distribution of benefits is now a mandatory relevant consideration under rating legislation.

APPENDIX TWO – EXTRACTS FROM SDC'S WASTEWATER DRAINAGE BYLAW 2016

4. DEFINITIONS

...

(g) "Customer(s)" means a Person who Discharges or has the right to Discharge Wastewater to the Wastewater System with the consent of Council;

(h) "Discharge or Discharged" means Discharge of Wastewater into the Wastewater System whether directly or indirectly;

...

(j) "Drain" means that section of private drain between the Customer's premises and the Point of Discharge through which wastewater is conveyed from the premises;

...

(u) "Pressure Drain System" means a system comprising a pumping station and Pressure Drain that conveys Wastewater from a Premises to the Wastewater System;

...

(jj) "Wastewater System" means the system operated by the Council and all its component parts, through which Wastewater is conveyed; and

5. PROTECTION OF WASTEWATER SYSTEM

5.7 Design, construction, repairs and maintenance:

(a) Every person shall repair a damaged or broken Drain on his, her or its property.

(b) All Drains shall be designed and constructed by the owner, at the owner's expense or by some other arrangement acceptable to the Council.

(c) All Drains shall be managed and maintained at the expense of, the owner.

6. WASTEWATER SYSTEM AND PRESSURE DRAIN SYSTEMS

6.1 Unless authorised by the Council no Person may:

(a) cause or allow any water from a water pipe, artesian well, ram or other hydraulic appliance or any surface water, subsoil drainage, roof water or condensing water to enter the Wastewater System, or a Drain or Pressure Main connected with the Wastewater System;

...

6.2 Pressure Drain System:

...

(c) Design, construction, repairs and maintenance of a Pressure Drain System that connects to the Wastewater System.

(i) Every person shall repair a damaged or broken Pressure Drain Systems on his, her or its property.

(ii) All Pressure Drain Systems shall be designed and constructed by the owner, at the owner's expense or by some other arrangement acceptable to the Council.

(iii) All Pressure Drain Systems shall be managed and maintained at the expense of, the owner.

DRAFT

7. CONDITIONS OF DISCHARGE

...

7.3 Responsibility for maintenance:

(a) The Council owns and is responsible for the maintenance of the Wastewater System including the pipe and fittings up to the Point of Discharge.

(b) The Customer owns and is responsible for the maintenance of the Drain connecting the premises to the Point of Discharge.

...

7.9 Prevention of Inflow and Infiltration:

(a) All reasonable steps must be taken to prevent Stormwater and groundwater from entering the Wastewater System. To ensure that Stormwater is excluded from the Wastewater System:

(i) no Stormwater pipe or drain may be connected to the Wastewater System;
(ii) gully trap surrounds must be set above Stormwater ponding levels and above flood levels; and
(iii) inspection covers must not be permanently removed and must be appropriately sealed.

DRAFT

APPENDIX THREE – EXTRACTS FROM SDC'S FINANCIAL STRATEGY
Pages 231 and 232 of LTP 2024-2034 (Emphasis added)

Renewals and depreciation

Depreciation charges are an accounting measure that represents how much of an asset value has been used up. For example, if a road surface lasts 10 years, the current ratepayers are assumed to have used up one tenth of the value of the road each year.

The annual depreciation charge forms part of the Council's operating expenses for the year.

As the asset has been previously paid for, depreciation is a non-cash expense (just a 'book entry') and does not involve any payments. Renewal costs are the actual cost of replacing assets at the end of their life. It is the actual cash payment required to replace the old asset.

Over the long term the renewal cost and the depreciation charge for the Council's infrastructure assets (roads, water and wastewater systems) should be similar. But in any one year they can be very different – depreciation is a regular annual operating expense, and the corresponding renewal is an irregular capital cost.

Because many of the Council's assets are relatively new and have been fairly recently paid for by ratepayers through rates and development contributions, it is not fair for the Council to charge the full cost of depreciation to current ratepayers. The Council has therefore adopted a mixed approach to funding the cost of renewing its assets:

• For water, wastewater, stormwater and water races, the average cost of renewal work that will be required over the next 30 years is included in the calculation of the amount of rates required each year. This is because renewal costs are variable year to year and this approach smooths the rates funding required.

• For roading, the estimated cost of actual renewals work is included in the calculation of the amount of rates required each year.

This is because renewals costs are less variable and are part funded by the New Zealand Transport Agency.

• For community facilities, the estimated actual cost of renewals is included in the calculation of the amount of rates required each year. This is because most of the large facilities are relatively new, and ratepayers are still funding the initial construction of the facility. The Council intends to move to longer term renewals or depreciation funding in the future once more of the initial construction cost has been paid off.

Assumptions

This financial strategy is based on certain assumptions about the future including that:

• the population of the district will continue to increase;
• capital expenditure will be incurred as planned;
• interest on borrowing will be between 3.9% and 5% (based on current forecasts);
• returns on investments will be in line with expectations, generally 1.5% – 6%;
• price increases (inflation) will be in the range 2-5.3% per year.
• there is no change in tax rates; and
• there is no major destabilising event locally, nationally or globally.

We know that reality rarely turns out as we expect and the advantage of having a financial strategy is that it seeks to maintain a strong financial position with flexibility to adapt to changing conditions.

APPENDIX FOUR – EXTRACTS FROM SDC'S FINANCIAL STRATEGY
Pages 106 of LTP 2015-2025

Historically, Council's policy was to fund initial installation costs and renewal costs as they were required. For example new water systems may have been paid for by lump sum contributions by ratepayers at the time it was constructed and future years renewal costs were paid for when items such as pumps needed replacing. This approach meant that ratepayers did not need to start funding the replacement of new items straight away after they were installed. But it also means that the cost of renewals falls inconsistently across ratepayers over time and that current ratepayers are not paying for the proportion of the asset they are using up each year.

In 2009 the Council developed a new approach for water and waste water based on funding average renewals. The approach is to calculate the average cost of renewal work that will be required over the next 20 years and include this in the calculation of the amount of rates required to be collected each year. The aim of this approach is to spread the cost of the renewal over the ratepayers that are using up the asset towards the end of its useful life. As the Council's schemes are relatively young in terms of asset life this cost is generally lower than would be charged if the depreciation expense was included in the rate calculation. However, if no provision is made to collect funds for future replacement current ratepayers are effectively using up assets whose replacement will need to be paid for by future ratepayers. The 20 year average approach strikes a balance between the pure depreciation approach that can mean some ratepayers pay for an asset twice and the pure renewals approach that can mean some ratepayers never pay for the assets they consume.

The approach to renewals for land transport was not changed; the approach remains that renewals will be funded as they fall due. This approach was considered appropriate for land transport for two reasons. First, it reflects the way that the Council receives funding for road renewals from the New Zealand Transport Agency and second, the cost of renewals for land transport is less variable than individual water or waste water scheme as it covers the whole District, with a mix of road ages and condition. This means that all ratepayers contribute to land transport renewal costs every year.

The Council has considered again the approach to funding renewals and has confirmed that the approach adopted in 2009 (to fund average 20 year renewals for water and waste water and annual renewal funding for land transport) should continue for the 2015/25 LTP.

District Wide Rates for water and waste water .

Detailed in the Consultation Document:- page 6

“*Future wastewater-related costs*

While they are not part of this consultation, they are important to understand.

2. Wastewater service charge (targeted)

Some licence holders have indicated they would like to move this cost from a targeted rate (paid only by Huts licence holders) to a district-wide rate.”

We note that instead of some the reference should read

95% of licence holders etc……

The SDC’s analysis and policy statements in the policies do not provide a foundation for the decisions made to exclude the Upper Selwyn Huts for being on the DWR for water and waste.

Previously in a SDC Annual Plan a review of the DWR with respect to the USH with a resolution passed on to the hut owners. This did not take place despite follow-up requests from the USH.

It is essential that this issue needs to be fast tracked prior to 1 July 2026 as we face up to 40% increase in fees to the SDC as a result of ignoring the USH from being on DWR for water and waste.

Now it is proposed again to be again suggest that it be part of the 2026/2027 Annual Plan for the reasons that this does affect rate payers across the district.

As this Consultation Document has been opened to all rate payers across the distric this would have been the perfect opportunity to cover this in the consultation.

With many errors in the document being misleading:

- *USH being on the shores of Lake Ellesmere*:

The USH is 2 km distance from shores of Lake Ellesmere.

- *DOL for USH has been extended several times and many of the items no longer reflect the current situation:*

The current DOL signed in 2015 and extended until 2026 has been operating efficiently so why add more clauses which only place additional costs on the owners?

Why a new Deed of Licence

- *Council's duty to protect people, **public land**, and infrastructure*

The huts aren't built on public land, they are built on land designated

Local Purpose Hutt Settlement Reserve

WHY can't the SDC explain particularly the Council's analysis does not explain the reasons for different funding treatment and that the Council has taken into account irrelevant considerations in it's decision-making.

The Council's policies are clear that since 2009 the Council will rate-fund renewals for water and wastewater infrastructure.

In terms of the cost of the WWTP Pipeline Connection, the Councils REP indicates this should be funded by those using it over its entire lifespan and that as capital expenditure, rates funding is used, (particularly given that rates are a better tool than using charges to ensure inter-generational equity in funding).

It is our opinion that the SDC analysis for it's funding decisions does not support its decision to exclude the Upper Selwyn Huts from the District Wide Rates for water and waste.

The advised estimated cost (as provided by Council), would impact on the rate payers by $10 per year over 20 years.

Please add your comments:

Submitter Number: 73

Full Name: Helen Colenso
Organisation:
Wish to speak to the submission: Yes

Submission form

Selwyn District Council is conducting a public consultation to seek feedback on four terms that are proposed to be included in a new Deed of Licence for Upper Selwyn Huts.

Feedback from this consultation will help determine what a new Deed of Licence will look like for licence holders, and give certainty and clarity to the future of the Upper Selwyn Huts settlement.

Please read the consultation document and information available online at **selwyn.govt.nz/USH** before completing your submission.

You can make a submission using this form and dropping of off at a Council Library or Service Centre by 5pm, 21 July 2025. Or you can complete the online submission form at **selwyn.govt.nz/USH**.

Privacy statement

Submissions are part of the public consultation process and are a public record. Anonymous submissions will not be accepted. Submissions including names are published on our website and in official documents so please do not include any personal information in the content of your submission you would prefer to be kept private.

While contact details (address, phone number and email address) are provided to elected members along with your feedback to be considered when making their decisions, contact details will not be made publicly available on the Council's website or official documentation.

If someone requests a copy of submissions through the Local Government Official Information and Meetings Act 1987, name and contact details must be supplied. If you have good reason as to why your personal details and/or feedback should be kept confidential please contact **huts@selwyn.govt.nz** outlining your reasons.

Received
Customer Service
16 JUL 2025
Name:

If you need extra space for your submission, or have supporting documentation, you can use additional paper and attach it to this form. If you are using the online submission form you can upload an attachment with your submission.

Please include your first and last name on the additional paper.

Anyone can make a submission. Submissions will only be used for the purpose of this consultation process.

All submissions will be considered by Council before making a decision.

Submitter details

Please note: all fields marked with an asterisk (*) are compulsory. These details will be used for the purpose of contacting you about this consultation.

First name* HELEN

Last name* COLENSO

[redacted]

Are you submitting on behalf of an organisation?*

☐ Yes ☒ No

If yes, please state the name of the organisation*

Do you wish to attend a hearing to present your submission in person?*

☑ Yes ☐ No

If yes, someone will be in contact with you to arrange the date and time.

What is your connection or interest to Upper Selwyn Huts?

☑ I am a licence holder

☐ I am not a licence holder but live at Upper Selwyn Huts

☐ I have an interest in this area. *Please explain:* I am a 4th generation hut owner

☒ Other: I travel from Auckland at least twice every year

Questions

1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

- ☐ Fixed term of 5 years
  No renewal.
- ☐ A single fixed term of 30 years
  No renewal.
- ☐ Rolling 10-year terms
  with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

Why would I select any of those options when they all arrive at the same outcome, the total demise of the USH.

Do you have any other feedback?

☑ Yes ☐ No

Please add your comments:

What do you base those choices on? I would like a term of 30 years renewable, with a further 30 years, unless agreed environmental triggers are experienced, forcing the termination of the licence.

Please refer to the legalities of the licence, with the attached letter from Clare Lenihan, with particular reference to the ROLD Act.

2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would resu in a licence term ending earlier than expected if serious environmental events, like flooding or lan movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also mig not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged aft significant event.

We are asking for your feedback on three possibl events where this could happen.

1. **Flooding affecting access:**
   Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot re the area.
2. **Destruction of road cutting off vehicle access:**
   A natural event that causes sufficient dama that vehicle access to the settlement is cut
3. **Serious harm caused by a flood event:**
   Any flooding event that causes serious injur or fatalities within the settlement.

Are there any of the proposed events you disagree with?

☑ Yes ☐ No

Please explain your reason:

Refer to my attached paper

Are there any additional events that you think sho be considered?

☐ Yes ☑ No

Please add your comments:

Future events should be attended to as, and if they arrive Jacobs report comments attached.

[redacted]

Subject: Q2

Date: 16 Jul 2025 at 11:30:04 AM

[redacted]

Question 2:

You open question 2 with the comment, 'Council's priority is the safety and wellbeing of people in the community'. I challenge you to explain how that statement relates to the potential of your making people in the community homeless and consigning them, through the termination of the DoL, to an unfair and unnecessary possible life on the street? Is that really considering your community's safety and well being?

2.1: <u>flooding affecting access:</u>

Unimogs and other similar vehicles have never had problems access the USH. The USH have never been flooded, here I ask you to find flood water anywhere within the USH community in the aerial photo of the area. As well, within that photo there are 2 reasonably sized areas, namely the tennis courts and the domain. In the domain there is a cricket-pitch sized concrete strip. So it is not beyond the realms of possibility that, if necessary, a helicopter could land in either of those places, should such an emergency arise that necessitates the imminent removal of any person.

Cutting off access for 24 hours can hardly be regarded as sufficient reason to warrant an evacuation. What criteria has actually been used to make the decision that access IS either unsafe, or cut off?

It has been scientifically stated that by 2100 seasons level could be 1m higher. If it rises to 2m higher I am lead to believe that the USH will still be above that level.

Please credit residents with sufficient intelligence to either self evacuate or purchase sufficient provisions to last for many days, possibly weeks

2.2 <u>Destruction of road cutting off vehicle access:</u>

Surely one deals with situations as, and/or when they arise? Please do not carry a preconceived idea of how to treat any situation that has yet to arise. From the intersection of Pannets Rd and Days Rd, this portion of Days Rd I willingly concede is of a high standard, you pass many occupied buildings, farming, business, personal properties, before you get to Spackman Ave. then the USH, then a farmhouse, then the LSH, then a boat ramp, which btw, was built and financed, I am told, by the residents of the USH. This ramp is used by residents of both upper and lower huts, by DoC, by Ecan, by people fishing, by people using the lake for further scientific study. it is also used for school rowing training.

OVER

The importance of maintaining this road is further noted because Te Waihora, Lake Ellesmere is an internationally recognised bird sanctuary, especially for certain rare birds: Australian Bittern, Marsh Crake, and Kotuku (the Kotuku, white heron has been observed beside the USH). It is also a crucial stopover for migratory birds. It boasts the highest population in NZ of bird species, there being over 167 species, with 133 indigenous NZ species. Further, it is an internationally recognised eco system. The importance of maintaining the access road to this unique site cannot be over emphasised

As our committee has, and undoubtedly will, maintain a much appreciated watch on the river and the weather, I am very confident that any warning they inform us to be aware of, will give us all the chance to either self evacuate or purchase the necessary provisions to enable us to remain in the village for several days, or perhaps even weeks.

2.3 Serious harm caused by a flood event.

What class of event are you considering with this statement? I am confident that I have covered all such potential events in my previous comments contained in both 2.1 and 2.2


BROADCAST
MEDIA
Upper Selwyn Hutts
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[redacted]

Subject: Question 2.3
Date: 16 Jul 2025 at 11:38:31 AM

[redacted]

Further to the Jacobs report of March 2025.

"Should not be seen as a substitute for engaging with the whole community.

Trigger points. Before a retreat is finalised other options should be considered at length.

Mitigating options
Relocation/compensation if agreed trigger points necessitate the USH residents must leave

Remove 'finite'
Uncertainty relating to when the impacts of climate change will be experienced.

There is limited earnings among 50% of the population making it extremely difficult for those residents to establish themselves elsewhere

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

Council must consider the safety and well being of all the residents in the area which is covered by the governance of the SDC. Particularly community lead decision making, as was the norm prior to the SDC usurping our committee.

3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☑ Yes ☐ No

Please add your comments:

No situation requires the payment of a bond, as there may never be an event occur that necessitates the destruction of the USH

Do you have any other feedback or suggestions on the inclusion of a bond?

☑ Yes ☐ No

Please add your comments:

Should it be necessary to cancel the licence then, with the setting of an appropriate date, a bond may be set. But I believe a bond should never be imposed, in the first place.

4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years

☐ Every 3-5 years

☐ Only when there's a complaint or issue raised

☐ Other

Please add your comments:

Is this inspection process imposed on any other homes in the SDC district? Every home should be treated identically

Do you think the checklist covers the right things?

☐ Yes ☐ No ☑ Not sure

Please specify what you would change:

Surely an initial inspection, should such a thing prove to be necessary, it must be a one-off inspection.

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

As a 78 year old woman, I would expect physical assistance with anything that would require the strength I no longer possess.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

I MUST be present. I will insist on a written summary of what any INDEPENDENT inspector feels that it needs attention.

Clare Lenihan

20 ~~May~~ [illegible]

Chief Executive
Selwyn District Council
2 Norman Kirk Drive
Rolleston 7643
Att: Sharon Mason

Without Prejudice

C/- Mark Odlin, Buddle Findlay.
Cc Mayor and Councillors

By e-mail: [illegible]

Dear Sharon,

Re: Upper Selwyn Huts – Council meeting ~~21 May~~ September 2025 - process for further consultation on options for the future of Upper Selwyn Huts and Licence term

1. I represent the Upper Selwyn Huts residents (the Residents).

2. In terms of the Council meeting 21 May 2025, the Residents have asked me to address their concerns around:

   (i) the proposed licence term options (three) for consultation, which only have finite terms (5 years or 30 years) These finite terms unnecessarily restrict options the Council has and likewise restrict options for consultation with the community; and

   (ii) the downgrading of the significance of this issue by Council to "moderate" from "significant".

3. For the detailed reasons set out in this letter, in summary the Residents seek Council (specific requests in *italics*):

   A. Licence Term options

   Residents seek a licence term of 30 years with rights of renewal for further terms of 30 years, subject to environmental triggers (specific triggers to be agreed) ~~*Add a fourth option for consultation regarding the Licence term i.e. "Triggers with no end date, relying on environmental conditions."*~~

   Reasons:

   (i) Council is not bound by a specific finite term under the ~~Reserves Act – these licences are granted under the~~ Reserves and Other Lands Disposal and Public Bodies Empowering Act 1924 (the **ROLD Act**). The provisions in the ROLD Act authorising building huts on the

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. **There is no limit on term under that Act.**

(ii) Council is also not bound to have a finite term by virtue of its 2019 resolution that said licences should be short term and finite. The reasons for that resolution (wastewater) no longer apply. Council also resolved in July 2024 to pause the process under which a finite term of 15 years was proposed (which relied on the 2019 resolution).

(iii) In deciding the appropriate term, it is important to consider the purpose of the reserve. In 2015 the Council sought the Crown (Department of Conservation) change the reserve purpose from recreation to – **local purpose reserve for hut settlement purposes**. This is very specific, and "hut settlement" includes the idea of a **community of people**. There are also significant historic/heritage values to consider, which also focus on the community.

[1] The Public Reserves and Domains Act 1908, section 34.

(vii) Given Council must manage the reserve for its specific purpose, [redacted] in the absence of reasons to grant a shorter or finite term, Council should grant licences for a term consistent with the continued existence of the hut settlement.

B. Significance and Engagement

Confirm this issue continues to be treated as "significant", as classified in 2024 by Council.

Reason:

It is unclear why Council staff consider this issue is now "moderate". The circumstances surrounding the categorisation of the issue as "significant" in 2024 have not changed, so the categorisation should stay the same. This means the Special Consultative Procedure should be used.

Detailed reasons and background

A. Licence term options

(i) Council not bound by finite term under the Reserves Act 1977

Under what Act is the power to grant a lease or licence?

4. The Crown is the registered proprietor of the reserve, and the Department of Conservation (**DoC**) is the responsible department. The Selwyn District Council (**the Council**) is the administering body for the reserve under the Reserves Act 1977 and has managed the reserve since its appointment in 1989[10].

5. The Council has advised it grants the USH Licences to Occupy pursuant to section 61 of the Reserves Act (set out in Appendix One), which sets out the powers (including leasing) in respect of local purpose reserves.

6. As the reserve is not vested in the Council, only the Commissioner[11] can grant a lease, for limited purposes[12] which do not apply here[13]. There is no power in section 61 of the Reserves Act for the Council to grant a licence[14].

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[10] The 1989 reorganisation of local authorities included, among other things, the abolition of the Springston South Domain Board and the responsibility for governance of the reserve was transferred to the Council at that stage. The Council administered the reserve in conjunction with the Springston South Domain Committee until 2011, and then on its own thereafter.

[11] Although this section refers to "the Commissioner", this is now the Director General of Conservation, see s2 of the Reserves Act 1977.

[12] The limited purposes are community building, playcentre, kindergarten, Plunket room, or other like purposes, and for farming, grazing, cultivation, cropping, or other like purposes.

[13] Section 61(3) Reserves Act 1977

[14] The Minister can grant a licence by way of concession, s59A Reserves Act, but not the Council. Also see [redacted] [2018] NZCA 262, a case involving the Reserves Act 1977. Of the ability to grant licences under the Reserves Act the Court noted "The power to grant licences is more constrained than the leasing power." At [97].

7. In 1999 Buddle Findlay provided advice to Council that the power to grant a licence for the USH is pursuant to s168(2) of the Reserves and Other Lands Disposal and Public Bodies Empowering Act 1924 (**ROLD Act**).

8. Section 168 of the ROLD Act provides (**bolding** mine):

> (1) Notwithstanding anything to the contrary in section thirty-four of the Public Reserves and Domains Act 1908, the Governor-General or the Minister of Lands may grant leases under that section over that part of the Lake Ellesmere Domain hereinafter described authorising the lessees to erect dwellings on the lands comprised in such leases, subject to the following provisions of this section and such other terms and conditions as he thinks fit.
> **(2) Subject to the other provisions of this section, the Lake Ellesmere Domain Board[15] may grant licences over the aforesaid part of the said domain authorizing the licensee to occupy the land the subject of the licence and to erect dwellings thereon; such licences shall contain such terms and conditions as the Board thinks fit.**
> (3) …
> (4) Every lease or licence granted under this section shall provide for the erection within a specified time on the land comprised therein of a building of a design and in accordance with plans and specifications to be approved by the Lake Ellesmere Domain Board, and may contain conditions, covenants, and restrictions with respect to the use and occupation of the land and dwellings, and as to the performance by the lessees of the same to the satisfaction of the said Domain Board.

9. Only the Governor General or the Minister of Lands can grant a lease, s168(1). The Council can only grant a licence, s168(2).

10. The grant of a licence to occupy under the ROLD Act is "subject to the other provisions of this section", s168(2). The relevant provisions in s168 are:

> (i) No lease or licence can be granted over any allotment exceeding [16] "twenty perches"[17]
> (ii) Huts are to be built within a specified time, with a design in accordance with plans and specification to be approved by the Council[18]
> (iii)The licence shall contain such terms and conditions as the Council thinks fit[19]; and
> (iv)The lease or licence may contain such conditions, covenants and restrictions with respect to the use and occupation of the land and dwelling and as to the performance by the lessees to the satisfaction of the Council[20].

11. The ROLD Act has never been repealed and is still in force. It was referred to as the relevant governing legislation for the USH in a 1979 case *Downes v Commissioner of Crown Land* (an

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[15] The Council now has the powers of the Lake Ellesmere Domain Board.
[16] Section 168(3) ROLD Act
[17] This translates to 505.85m2.
[18] Section 168(4) ROLD Act. An example of that type of licence conditions was referred to in the case *Downes v Commissioner of Crown Lands* – condition 7 of the licence in issue required that if a licence was granted over a section on which no fishing hut was erected, the Board could require a licence to erect a fishing hut within three calendar months.
[19] Section 168(2) ROLD Act
[20] Section 168(4) ROLD Act

appeal against the refusal of the Springston South Domain Board to approve certain building proposals)[21].

Summary: The only power for Council to grant a licence over the reserve is under the ROLD Act but the reserve itself is still managed under the Reserves Act which remains relevant to relation to the use and administration and management of the reserve.

What term can be granted?

14. At its 5 March 2025 meeting, the Council noted legal constraints in the Reserves Act 1977 limit licences to a maximum of 33 years. Council considers it cannot grant a licence longer than this period[22].

15. As set out above, Council can only grant licences under the ROLD Act. There is no provision limiting the term for licences under the ROLD Act, nor any guidance as to an appropriate term.

16. The reserve is still under the umbrella of the Reserves Act 1977[23], so relevant considerations to guide what term is appropriate (alongside s168 of the ROLD Act) would include[24]:
    (i) the overarching purpose of the Reserves Act;
    (ii) the specific reserve classification i.e. local purpose reserve for hut settlement; and
    (iii)lease and licence terms available for various reserve types under the Reserves Act.

17. Under the Reserves Act, the following terms can be granted:

    (i) A lease over a historic reserve for a term not exceeding 33 years[25], with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple[26].

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[21] *Downes v Commissioner of Crown Lands* SC Christchurch 7/78 [1979] NZHC 208 (8 November 1979). Interestingly, the Judge notes that "No formal written licence is apparently issued. The conditions are drawn to the attention of prospective licensees by the application form which requires a signature by the assignee over an acknowledgement that he has read the conditions under which the licence is held as printed on the back and undertaking if the transfer be approved to comply with the conditions."

[22] Section 61 Reserves Act 1977

[23] The ROLD Act only gives statutory authority to grant leases and licence over what was a recreation reserve to erect, use and occupy huts but other relevant provisions of the Reserves Act 1977 continue to apply.

[24] Also relevant at an individual licence holder level will be any major non-compliance with essential licence terms and conditions e.g. persistent nonpayment of rent.

[25] Also relevant is if a lease is granted for a term of 35 years or more, this is deemed to be a subdivision for the purposes of the Resource Management Act 1991. Most leases are for less than 35 years to avoid this complication. A renewal of a lease is considered a new lease, so a renewal for 33 years after an initial 33-year term is not additive – it is not a 66-year term.

[26] For domestic residential purposes or for the carrying on of any activity, trade, business, or occupation in any building or on any specified site within the reserve and grant leases of any such building or site for any such purpose or purposes, s58A(4)

(ii) A lease over a local purpose reserve for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple[27].

(iii) Leases and licences over scenic and recreation reserves for 33 years with the "ability for further similar terms to be granted[28].

(iv) Where a recreation reserve is not being used/not likely to be used, a lease can be granted for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple,[29].

18. The longest term for a lease is 33 years, with a right of renewal, and in perpetuity; and for licences, 33 years, with the ability for further similar terms to be granted. For licences, "terms" is plural – it is not restricted to one further term of 33 years.

19. As the reserve is a local purposes reserve, section 61 of the Reserves Act is relevant. Reading the ROLD Act and section 61 of the Reserves Act together, a licence[30] can be granted for a term not exceeding 33 years, with or without a right of renewal[31], perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple.

20. Council has a discretion within the above, but technically there is no limit on the term of a licence for the USH under the Reserves Act 1977.

21. Also relevant in deciding what term is appropriate is the purpose of Local Government Act 2002 (LGA 2002). There are dual purposes[32] under the LGA 2002:

(i) To provide for democratic and effective local government that recognises the diversity of New Zealand communities – in this case it would be the diversity of Upper Selwyn Huts community[33]; and

(ii) To promote the social, economic and cultural well-being of communities in the present and for the future[34]. Here, it is the well-being of the Upper Selwyn Huts community that is relevant both in the present and more particularly in the future.

22. Given Council must manage the reserve for its specific purpose, and in accordance with the broader purposes of the Local Government Act 2002, in the absence of reasons to grant a shorter

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[27] For a community building, playcentre, kindergarten, Plunket room, or other like purposes: and for farming, grazing, cultivation, cropping, or other like purpose, s61(2B).
[28] See Schedule 1 for details of specific types of leases and licences.
[29] For farming, grazing, afforestation, s73(3) and Schedule 1.
[30] In accordance with the ROLD Act, Council can only grant a licence, not a lease.
[31] A right of renewal normally contemplates the grant of a new lease/licence but this is exercisable as a condition of the lease/licence document itself. The only limit is usually that lessor or licensor is satisfied that the terms and conditions of the lease or licence have been complied with. See e.g. Schedule 1 Reserves Act 1977.
[32] Section 3 and 10 Local Government Act 2002.
[33] Being a New Zealand community, as set out in section 3 Local Government Act 2002.
[34] Section 10(1)(a) Local Government Act 2002.

existing term. Council should grant licences for a term consistent with the continued existence of the settlement.

Summary: Reading the ROLD Act and section 61 of the Reserves Act together, there is no limit on the term of a licence that can be granted for the USH. ~~under the ROLD Act . Guidance under the Reserves Act indicates~~ Licences can be granted for up to 33 years, with the ability for further similar terms to be granted, with no limit specified. The specific reserve purpose is relevant to consider (for hut settlement purposes) alongside the relevant purposes of the LGA and to recognise the diversity of the Upper Selwyn Huts community[35] and to promote the social, economic and cultural well-being of that community both now and for the future[36].

(ii) Council not bound by 2019 resolution to require a finite term

24. Residents are concerned Council is still relying on its May 2019 Resolution to justify imposing a finite term i.e. 'Hut licences and subsequent renewals are short term and ultimately for a finite period". The proposed 15-year finite term in 2024 flowed from this 2019 Resolution.

25. Reasons residents consider Council is still relying on this Resolution to justify a finite term for the next phase of consultation options include:

    (i) On 5 March 2025 the Council publicly excluded workshop about the Selwyn Huts states under the heading "Guiding principles and assumptions"[37]:

    The Deed of Licence is finite (regardless of whether this involves triggers or a set date).

26. The meeting Agenda for this meeting (21 May 2025) includes four (4) references to either the 2019 Resolution and/or a finite term – sections 3.3.5, 3.3.7, 4.11 and section 5.2.

27. The most concerning item is under the heading **Licence Term Options,** where section 5.2 states:

    On 8 May 2019 Council unanimously determined that 'Hut licences and subsequent renewals are short term and ultimately for a finite period'.

28. Section 5.3 goes on to state "This section of the consultation aims to satisfy Council's direction to provide long-term certainty for the licence holders."

29. Section 5.4 sets out:

    "The consultation asks the following two questions:

    (i) Please select your preferred licence term from the options below
    o Option A: Fixed term of 5 years with a final, non-renewable expiry date. Why is this your preferred option?
    o Option B: A single fixed term of 30 years with a final, non-renewable expiry date. Why is this your preferred option?
    o Option C: Rolling 10-year terms with the ability to renew, up to a maximum of 30 years total (10 + 10 + 10 years). Why is this your preferred option?

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[35] Being a New Zealand community, as set out in section 3 Local Government Act 2002
[36] Section 10(1)(a) Local Government Act 2002
[37] Page 29

(ii) Do you have any other feedback?"

30. It seems clear the finite options included above flow from both Council's view that the Reserves Act limits the term of licences and the 2019 Resolution reference to a finite term is still binding, even though process that flowed from that and the resulting 15-year finite term have been paused. [illegible]

31. As set out in my correspondence to Council dated 23 May 2024, Council reference to (and reliance on) a "finite term" for the USH licences is misguided, factually and legally:

    (i) It arose out of the Council's 2019 Resolution made in the context of issues with funding of and solutions for wastewater.
    (ii) As the wastewater issue has been resolved this is no longer an issue and cannot be used as justification for a short (or finite) term.

32. I also note that in the Council minutes from the 24 July 2024 meeting, two of the resolutions were to:

    (i) engage with the USH community through to 1 March to develop a proposal concerning the future licensing arrangements for the USH; and

    (ii) pause the current USH process that would have resulted in a deed of licence (DOL) being issued for a maximum total of 15 years.

33. A potentially shorter term (via a longer term with triggers) could be justified if there was an imminent threat to the huts from e.g. climate change. Given the recent findings of Aqualinc and the Jacobs Report[38] that there is no pressing risk in the next 30 or so years, this cannot be used as justification for a short (or finite) term.

34. If any issues arise which are backed by scientific evidence, these could be accommodated by environmental trigger(s) conditions in the licence.

35. **Summary:** Council should not rely on the 2019 Resolution to justify a finite term. There also aren't any reasons e.g. climate change, that would justify a shorter, finite term.

(iii) Purpose of the reserve and historic values

36. The overarching purpose of the Reserves Act is set out in section 3[39]:

    It is hereby declared that, subject to the control of the Minister, this Act shall be administered in the Department of Conservation for the purpose of—

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[38] Presented to Council in a public excluded Councillor Workshop, on 5 March 2025, the report stated "One of the key drivers for retreat was the anticipated impacts from climate related hazards. SDC have since received technical presentations from Environment Canterbury and Aqualinc that show **the risk is not as significant as previously thought**. Given this, the work and related engagement process, are currently on hold pending further direction from the Council after a review of the updated information.

[39] Section 3(1) Reserves Act

(a) providing, for the preservation and management for the benefit and enjoyment of the public, areas of New Zealand possessing—

(i) recreational use or potential, whether active or passive; or
(ii) wildlife; or
(iii) indigenous flora or fauna; or
(iv) environmental and landscape amenity or interest; or
(v) natural, scenic, historic, cultural, archaeological, biological, geological, scientific, educational, community, or other special features or value.

37. The purpose of a local purpose reserve is[40]:

> It is hereby declared that the appropriate provisions of this Act shall have effect, in relation to reserves classified as local purpose reserves for the purpose of providing and retaining areas **for such local purpose or purposes as are specified in any classification of the reserve.**

Hut settlement

38. At the request of the Council[41], the reserve where the huts are situated was reclassified by DoC in 2015 from recreation reserve to "local purpose reserve for the purpose of hut settlement", "which would more accurately define its current use"[42]. The Council decided what the purpose of the reserve was to be, and DoC approved it.[43]

39. "Hut settlement" isn't defined or further described in the Reserves Act. The ordinary meaning of "settlement" includes "a community formed by members of a group, esp. of a religious sect.[44]" "Religious sect" is not applicable here, but the idea of a community formed by members of a group is. "Community"[45] is defined as "a group of people living in one locality".[46]

40. The purpose of the reserve is clearly focussed on the community of people who live at the Upper Selwyn Huts.

41. The reserve purpose (hut settlement) is also reflected in the current Licences which state (**bolding** mine):
    (i) Clause 1.1 "Licence" means **permanent licence** (as described in Schedule 1) granted by the Licensor to the Licensee under this licence.
    (ii) Under the heading TYPE OF LICENCE, Clause 4.1provides:

> The various lots on the Reserve have been set aside by the Licensor to be granted to Licensees as: ...(a) **permanent licences**,
> and the type of Licence granted to the Licensee is specified in Schedule 1.

    (iii)Schedule 1 Item 12. Licence Type: **Permanent**.

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[40] Section 23 Reserves Act
[41] See letter dated 11 March from DoC to the Council. DoC "has consented to your proposed classification".
[42] E-mail from Selwyn District Council 4 May 2009 (it is unknown who it is to, as that is redacted).
[43] See e-mail from DoC to the Council on March 31, 2010, where DoC informed the Council, it needed to decide what it considered to be the most appropriate classification given its current use. DoC suggested local purpose (community purposes). By October 2009, the Council has decided the area would be reclassified as Local purpose (hut settlement), see letter from the Council to DoC 23 October 2009.
[44] Collins Shorter English Dictionary, Harper Collins 1994
[45] Collins Shorter English Dictionary Harper Collins 1994
[46] Collins Shorter English Dictionary Harper Collins 1994

(iv)Schedule: **Permanent** licences terms and limitations on use:
The Licensee may **permanently occupy** the Lot and reside in the hut in accordance with the terms and conditions of the grant of licence provided in this Licence.

42. Residents advise there are precedents for licence renewals over 130 years. Even though the licences have been for 5-year terms with rights of renewals, Residents always understood the renewals to be for the purpose of "refreshing" licence terms and conditions, not anything to do with the term itself, which Residents have always understood was permanent.

43. The Department of Conservation also verbally told residents they should be able to stay long term with the reclassification to local purpose hut settlement.

Historic features

44. Section 23(2) of the Reserves Act provides that having regard to the specific local purpose for which the reserve is classified, each reserve shall be managed so that where there are…**historic features present**, those features shall be managed and protected to the extent compatible with the primary purpose of the reserve.

45. The historic features and values of the reserve have been assessed by Under Over Architecture Ltd (UOA) in their Statement of Significance[47]. There are significant heritage/historic values present at the Upper Selwyn Huts[48], which include

(i) taken as a whole the USH retain a high degree of integrity, which is not necessarily tied to the structure of individual buildings, but to the historic identity of the community as a whole.
(ii) the group value of the USH is integral to its heritage significance.
(iii)the current owners and occupiers retain a particularly high sense of esteem for the historic values of the settlement and form a united community.
(iv)the USH community retains significance for the families, owners and occupiers; and

46. These specific values also link to the purpose of the reserve, which focuses on the community.

47. UOA recommends the Upper Selwyn Huts remain on their current site; that they are entered on HNZPT's List/Rārangi Korero as a historic area; and that they are added to SDC's District Plan heritage schedule.

(iv) Powers and obligations of Council

Functions of Council

48. The Minister of Conservation appoints a local authority to control and manage a reserve "for better carrying out the purpose of any reserve", for the **particular purpose for which it was classified**[49].

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[47] The Report is still in draft at the date of this opinion, but the findings are not expected to change.
[48] See Appendix Two for a summary.
[49] Section 28(1) of the Reserves Act (appointment to control and manage). The local authority can also expend and apply money in controlling and managing the reserve in accordance with the particular purpose for which the reserve is classified, s28(1) Reserves Act.

49. The functions of administering bodies include[50] to ensure the use, enjoyment, development, maintenance, protection and preservation as the case may require, of the reserve **for the purpose for which it is classified**[51].

50. There is a high standard expected of administering bodies to "ensure" the use, enjoyment etc. of the reserve and also a clear focus on the specific purpose for which a reserve has been classified. This should guide the Council in any decision making about the reserve, the huts and the community living in the huts, particularly the term of any licence.

51. **Summary**: Given the purpose of the reserve is a "hut settlement", and given the Council must ensure use and enjoyment of the reserve for the purpose for which it has been classified, in the absence of justifiable reasons to grant a shorter or finite term, the Council should grant a licence for a term consistent with the continued existence of the hut settlement.

(v) Options

52. Following the July 2024 Council meeting where Council resolved to engage with the community to develop a proposal concerning future licencing arrangements, consultation was undertaken and included four licence holder meetings, four Committee meetings and five drop-in sessions with other residents[52]. The range of options Councillors considered were:

(i) Option 1: Fixed year term less than 33 years with clear retreat conditions.
(ii) Option 2: Triggers with a fixed term (e.g. environmental factors determining relocation)
(iii) Option 3: Triggers with no end date, relying on environmental conditions.
(iv) Option 4: 5-year rollover.

53. The majority of councillors supported Option 2 (Triggers with a fixed-term duration).The duration discussed leaned towards 20-33 years with transfer options to be made clear prior to the end date to provide certainty for the community.

54. Given:

(i) Council is not bound by any finite licence term under the ROLD Act or the Reserves Act;

(ii) The Reserves Act indicates a licence for more than one term of 33 years can be granted, with no specific end date;

(iii) Council is not bound by its 2019 Resolution to only consider a finite term;

(iv) The purpose of the local purpose reserve is "hut settlement", which includes the notion of a community of people living together;

(v) There are specific historic values of the reserve relevant to consider when we have a focus on the community;

[50] In accordance with the Act and the means at its disposal
[51] Section 40 Reserves Act.
[52] Public excluded Council Workshop 5 February 2025.

(vi) A function of the Council is to ensure the reserve is used and enjoyed for the purpose for which it is classified;

(vii) Council must consider the dual purposes of the LGA 2002 and recognise the diversity of the Upper Selwyn Huts community and promote the social, economic and cultural well-being of that community both now and for the future[54];

(viii) Given the reserve purpose is "hut settlement", and in accordance with the broader purposes of the Local Government Act 2002, in the absence of justifiable reasons to grant a shorter or finite term[55], Council should grant a licence for a term consistent with the continued existence of the hut settlement;

~~55.~~ Residents seek a licence term of 30 years with rights of renewal for further terms of 30 years subject to environmental trigger- (specific triggers to be agreed) ~~Residents seek Option 3 from the July 2024 Council meeting be added as Option four to the options to be consulted on[56]. Option 3 seems the most appropriate:~~

~~*Triggers with no end date, relying on environmental conditions.*~~

B. Significance and Engagement

Confirm this issue continues to be classed as "significant", as classified in 2024 by Council.

56. It is unclear why Council staff consider this issue is now "moderate". The circumstances surrounding the categorisation of the issue as "significant" in 2024 have not changed, so the categorisation should stay the same. This means the Special Consultative Procedure should be used/continue to be used and more time is needed for that. Kirrily Fea will talk about this in more detail.

Clare Lenihan



Barrister

---

[54] Being a New Zealand community as set out in section 3 Local Government Act 2002
[54] Section 10(1)(a) Local Government Act 2002
[55] E.g. flooding, climate change, health and safety, persistent breach of fundamental terms and conditions of Licence
[56] Section 5.2 of the Council Agenda.

Appendix One – Section 61 Reserves Act 1977

Section 61 Powers (including leasing) in respect of local purpose reserves

(1) The administering body of a local purpose reserve may, in the exercise of its functions under section 40, do such things as it may from time to time consider necessary or desirable for the proper and beneficial management, administration, and control of the reserve and for the use of the reserve for the purpose specified in its classification.

(2) The administering body, in the case of a local purpose reserve that is vested in the administering body, is hereby declared to be a leasing authority of that reserve for the purposes of the Public Bodies Leases Act 1969.

(2A) In addition to the powers of leasing conferred by subsection (2), the administering body, in the case of a local purpose reserve that is vested in the administering body, may lease all or any part of the reserve to any person, body, voluntary organisation, or society (whether incorporated or not) for any of the following purposes:

(a) community building, playcentre, kindergarten, plunket room, or other like purposes:

(b) farming, grazing, cultivation, cropping, or other like purposes.

(2B) A lease granted pursuant to subsection (2A) shall be subject to the following provisions:

(a) the lease shall be for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple, and, subject to paragraph (b), shall be on such other conditions as the administering body determines:

(b) the lease shall include a condition that the land leased shall be used solely for such purposes as are specified in the lease, and that upon breach of that condition the administering body may terminate the lease in such manner as is prescribed or implied in the lease, whereupon the land, together with all improvements, shall revert to the lessor without compensation being payable to the lessee for improvements or otherwise.

(3) The powers of leasing conferred on an administering body by this section shall, with respect to any local purpose reserve which is not vested in an administering body, be exercised by the Commissioner.

Appendix Two – Heritage Values

1. USH obtained a Statement of Significance from Under Over Architecture Ltd (**UOA**), in relation to the heritage values of the USH. Findings in the report included:

    a. the USH have significant architectural values and increasingly high rarity values.
    b. the USH are highly representative not only of early fishing hut communities but small New Zealand holiday spots.
    c. taken as a whole the USH retain a high degree of integrity, which is not necessarily tied to the structure of individual buildings, but to the historic identity of the community as a whole.
    d. the group value of the USH is integral to its heritage significance.
    e. the current owners and occupiers retain a particularly high sense of esteem for the historic values of the settlement and form a united community.
    f. the USH community retains significance for the families, owners and occupiers; and
    g. the USH are extremely vulnerable given the Council is seeking to terminate the leases to the land on which the community is built.

2. UOA recommends[57] that because of the heritage values the Upper Selwyn Huts:
    a. remain on their current site.
    b. are entered on Heritage New Zealand Pouhere Taonga's (HNZPT's) List/Rārangi Korero as a historic area; and
    c. are added to SDC's District Plan heritage schedule.

[57] UOA also notes that HNZPT is opposed to the demolition of historic buildings, except for cases where it is unavoidable due to the structure being beyond repair. Demolition is viewed as inconsistent with sustainable management of resources and as an irreversible removal of cultural heritage that is often regretted in the future.

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(Move to ...) ▼

Zoran Rakovic - A New Crown, The Same Sword: Power, Hypocrisy, and the Eviction of Selwyn Huts



Ngāi Tahu now owns the land—but the people in the huts must go. We ask: when power changes hands, does justice follow?

Opinion: The settlers of Greenpark Huts did not descend from mountaintops with deeds of conquest. They arrived with huts and hope, making lives on the muddy fringes of Lake Ellesmere / Te Waihora. Through decades, generations came to treat those huts not as property but as places of meaning—battered perhaps, but woven into the fabric of ordinary New Zealand life. And now, as ownership passes fully into the hands of Ngāi Tahu, the story is coming to a bitter end. Eviction notices. Legal wrangling. No renewal. No negotiation. Just the cold mechanics of removal.

This is not just a dispute over leases. It is a confrontation with the uncomfortable truth about power—what it does to people, and what it reveals about those who once demanded justice and now dispense it.

George Orwell, in his fable Animal Farm, wrote that "All animals are equal, but some animals are more equal than others." That line was not about pigs or politics, but about how revolutionary ideals collapse when a new group gains control. Ngāi Tahu, long cast as the wronged party in colonial history, stood for years as a symbol of restitution. They spoke the language of partnership, dignity, and collective memory. But now, facing down working-class residents at Greenpark Huts, the tribe's sword appears not restorative but merciless.

Where is the mana of those families who have lived on this land for generations, often longer than some tribal members have held any direct connection to it? The residents are not foreign occupiers, but ordinary New Zealanders. They are teachers, builders, pensioners—those who

built their lives on leased ground with trust that their tenure was understood, even honoured. And now, with little fanfare or public dialogue, their time is up. It is all legal. That's not the question. The question is: is it just?

Michel Foucault would remind us that power does not merely repress. It produces truths, realities, and legitimacies. Once a group gains institutional status, it speaks with the voice of reason, of necessity, of order. Ngāi Tahu, through corporate entities and state partnerships, now operate not as victims of colonialism but as administrators of it. The tribe's representatives enforce rules and evictions in the same language the Crown once used: "the terms of the lease," "resource management," "ecological values." The script has not changed—only the actors.

Reinhold Niebuhr saw it clearly: "Groups tend to be more immoral than individuals." A tribe, like a nation-state, may posture as moral but act with cold calculation. The ethic of compassion that an individual might show—the conversation, the delay, the accommodation—is often erased once the group dons the uniform of legitimacy. The same Ngāi Tahu that advocates for recognition of ancestral lands and intergenerational trauma now appear unmoved by the same claims from those living in huts at Greenpark. No tikanga applies to them, apparently. No stories are collected. No manaakitanga. Just the bulldozer of procedural authority.

Frantz Fanon warned that the post-colonial elite often adopts the logic of the former colonisers. "The national bourgeoisie... reveals itself incapable of great ideas or of inventiveness. It chooses the most comfortable solution: the return to the status quo." What are these evictions but a repetition of the colonial playbook, now in tribal hands? The state steps aside, content that it has "settled" historical grievances, and a new structure arises to do what the old one once did: declare who belongs and who does not.

Let us be blunt. If this is a preview of future bicultural governance, then it is a troubling one. Where are the compassionate resolutions? The shared stories? The willingness to reconcile co-existence, not just with law, but with memory? Ngāi Tahu's silence on the matter is its own verdict. Their power has found its voice, and its voice speaks in terms the evicted residents recognise well. But they thought such things came only from Wellington, not from the iwi whose story had once paralleled their own.

Christopher Lasch wrote of the moral narcissism of elites—how those in power dress their interests in the garb of virtue. Ngāi Tahu, with its glossy annual reports and sustainability branding, plays a double game. It speaks the language of victimhood to the state, but to the weak—to the elderly man being evicted from his lakeside hut—it offers only cold logic. And in doing so, the tribe slips from its symbolic role as cultural custodian into something far more worldly: a landlord.

Jonathan Haidt would call it moral tribalism. We defend our own, justify our actions as righteous, and ignore contradiction. Groups rarely see their hypocrisy, because to see it would mean to undermine the very myth that unites them. The myth of justice. Of rebirth. Of moral elevation after suffering. But the people of Greenpark are not a threat to Ngāi Tahu's identity or sovereignty. They are merely inconvenient. That may be the saddest truth of all.

Antonio Gramsci warned that hegemony is not maintained by force alone, but by consent—by moral leadership. A ruling group secures dominance not by coercion, but by presenting itself as

the natural leader of a shared vision. Ngāi Tahu could have seized that moment. It could have brought the residents into dialogue. It could have honoured the huts, not just as structures, but as living traces of a shared colonial history, however uncomfortable. But instead, it tightens its grip and hides behind contracts. That is not hegemony. It is cowardice.

Václav Havel might ask: What becomes of the powerless, when even those who once stood with them become indistinguishable from the bureaucracy they fought? The residents of Greenpark Huts have not been invited into conversation. They have not been offered a future on the land. They are simply erased. And all the while, the state watches with indifference, relieved that the burden has shifted to someone else.

We must not let sentimentality obscure the facts: the huts are real, the residents are real, and their removal is not a footnote in a tidy narrative of indigenous resurgence. It is a rupture. A clash between two histories—one newly powerful, the other long vulnerable. And we are left to ask: who, in this moment, holds the moral weight?

Edward Said once wrote that imperialism doesn't end when the empire retreats; it lingers in the mindset, in the categories of thought. When Ngāi Tahu exercises property rights with the same indifference as the colonial state once did, we are not witnessing decolonisation. We are witnessing mimicry.

None of this denies the legitimacy of Treaty settlements, nor the pain of Ngāi Tahu's dispossession. But legitimacy is not license. Historical trauma does not grant moral immunity. And when today's victims of eviction are ordinary citizens—not invaders, not corporations, but neighbours—the burden is on those with power to find a better way.

Alexis de Tocqueville feared that democratic groups would wrap coercion in the cloak of virtue. That a majority, or a moral elite, would claim the right to impose their will without acknowledging the humanity of those affected. That is the danger here. Not the law, but the spirit in which the law is used.

So where do we go from here? Perhaps this moment is a test. A test of whether power can ever be moral when passed to new hands. A test of whether biculturalism means shared stewardship or simply two governments, each capable of the same exclusions. A test of whether the language of mana, whakapapa, and tikanga can survive contact with corporate strategy and property rights.

If Ngāi Tahu is to be a model for indigenous empowerment in the 21st century, it must do better. It must show that justice means more than technical compliance. It must demonstrate that those who once demanded compassion can offer it, and that those who speak of mana can recognise it in others.

Otherwise, the eviction of Greenpark's hut dwellers is not just a local dispute. It is a prophecy. A warning about what happens when the wheel turns, and the oppressed become the administrators, and power once again writes history with an iron pen.

For a moment, the eviction of the Greenpark Huts feels like the stage curtains drawing back—not just on a local dispute, but on a possible, bleak future. It is as if the machinery of tribal governance, cloaked until now in rhetoric of healing and partnership, has flickered into view in

its stark operational form. Behind the polished Treaty settlements and cultural resurgence lies something colder: a system prepared to act with the same bureaucratic indifference and legalistic force as the colonial powers it once condemned. This moment, though small in scale, reveals the contours of a not-impossible future—one in which tribal authority, once borne from grievance and justice, evolves into an unyielding structure that speaks the language of mana but behaves with the levers of eviction. A future where the banner of cultural restoration conceals the workings of exclusion and economic control. It is not inevitable, but it is visible now, briefly, in this narrow spotlight—a dark silhouette cast upon the fragile idea of shared nationhood.

Zoran Rakovic

The huts may be cleared. The land may be silent. But the story will remain—etched not in lease documents, but in the public conscience. And the question it poses will haunt us: when power changes hands, do we maintain the same high moral principles—or reveal our real, not-so-nice self?

Zoran Rakovic is a structural engineer with nearly 30 years of experience, who has helped design and strengthen buildings across New Zealand—particularly in Christchurch's earthquake recovery - while balancing life as a dad, granddad, and outdoor enthusiast. He blogs HERE.

at 6:45 AM

Share

5 comments:

Anonymous said...

Ngai Tahu sold most of their land.

July 5, 2025 at 9:33 AM

Anonymous said...

When you buy or get given property or land it is not yours. You just care for it into the future. If it has ancient trees or cultural art and you destroy them, the future is the poorer and so will be the current and future owners.
The trouble with many lawyers is that they appear to have no understanding of the new owners responsibilities for the future. If the current owners are also ignorant then we all become much poorer very quickly. Our current state of affairs is ignorant owners mixed with stupid lawyers. The solution is more wide ranging education for all, the question for now is do we have time for it to work! Looking back, probably not.

July 5, 2025 at 10:21 AM

Anonymous said...

Agree with anon 9.33.
The Crown was conned and it should be corrected.

July 5, 2025 at 11:01 AM

CXH said...

This is not a continuation of colonialism, it is a return to tribalism. If you are not part of the tribe you are an enemy at best. At worst you are to weak to fight, so get distain, you have no mana to care about.

This is the future we are looking at. Enemy or slave. Never accepted into a tribe. Looked down on for our weakness for giving back what wasn't owed.

July 5, 2025 at 1:30 PM

Anonymous said...

Showing kindness is considered weak in tribal society. That will show in any co-governance arrangement. And Willy Jackson says with a straight face that 'we have nothing to fear from co-governance' except that tribal rules dictate there is only 'winner takes all'. Just like Willy J's ancestors did to the Mori Ori on the Chatham Islands

July 6, 2025 at 9:38 PM

Post a Comment

Thanks for engaging in the debate!

Because this is a public forum, we will only publish comments that are respectful and do NOT contain links to other sites. We appreciate your cooperation.

Home

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Submitter Number: 74

Full Name: David Timbrell
Organisation:
Wish to speak to the submission: Yes

Counter · 15/7/2025

Submission form

Selwyn District Council is conducting a public consultation to seek feedback on four terms that are proposed to be included in a new Deed of Licence for Upper Selwyn Huts.

Feedback from this consultation will help determine what a new Deed of Licence will look like for licence holders, and give certainty and clarity to the future of the Upper Selwyn Huts settlement.

Please read the consultation document and information available online at **selwyn.govt.nz/USH** before completing your submission.

You can make a submission using this form and dropping of off at a Council Library or Service Centre by 5pm, 21 July 2025. Or you can complete the online submission form at **selwyn.govt.nz/USH**.

Privacy statement

Submissions are part of the public consultation process and are a public record. Anonymous submissions will not be accepted. Submissions including names are published on our website and in official documents so please do not include any personal information in the content of your submission you would prefer to be kept private.

While contact details (address, phone number and email address) are provided to elected members along with your feedback to be considered when making their decisions, contact details will not be made publicly available on the Council's website or official documentation.

If someone requests a copy of submissions through the Local Government Official Information and Meetings Act 1987, name and contact details must be supplied. If you have good reason as to why your personal details and/or feedback should be kept confidential please contact **huts@selwyn.govt.nz** outlining your reasons.

If you need extra space for your submission, or have supporting documentation, you can use additional paper and attach it to this form. If you are using the online submission form you can upload an attachment with your submission.

Please include your first and last name on the additional paper.

Anyone can make a submission. Submissions will only be used for the purpose of this consultation process.

All submissions will be considered by Council before making a decision.

Submitter details

Please note: all fields marked with an asterisk (*) are compulsory. These details will be used for the purpose of contacting you about this consultation.

First name* David

Last name* Timbrell

[redacted]

Are you submitting on behalf of an organisation?*

☐ Yes ☑ No

If yes, please state the name of the organisation*

Do you wish to attend a hearing to present your submission in person?*

☑ Yes ☐ No

If yes, someone will be in contact with you to arrange the date and time.

What is your connection or interest to Upper Selwyn Huts?

☑ I am a licence holder

☐ I am not a licence holder but live at Upper Selwyn Huts

☐ I have an interest in this area. *Please explain:*

☐ Other:

For legal opinions Regarding your proposals & questions please refer the attached Document by Clare Lenihan.

Questions

1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

- [x] Fixed term of 5 years
  No renewal.
- [ ] A ~~single~~ fixed term of 30 years
  ~~No renewal~~ with ability to renew for 30 years
- [ ] Rolling 10-year terms
  with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

I am seeking a licence term of 30 years with the right to renew for a further term of 30 years subject to environmental triggers (specific triggers to be agreed.

Do you have any other feedback?

- [x] Yes
- [ ] ~~No~~

Please add your comments:

Please refer to my attached document regarding your legal Obligations and Reference to the Licence term.

Please also refer to my attachment refuting your reasons for not renewing our licence in the future.

For legal Reference Please refer the attached Document from (Legal Opinion) Clare Lenihan

2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

1. **Flooding affecting access:**
   Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.
2. **Destruction of road cutting off vehicle access:**
   A natural event that causes sufficient damage that vehicle access to the settlement is cut off.
3. **Serious harm caused by a flood event:**
   Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

- [x] Yes
- [ ] ~~No~~

Please explain your reason:

Refer attached document

Are there any additional events that you think should be considered?

- [ ] ~~Yes~~
- [x] No

Please add your comments:

No future events are foreseen and if an event were to occur it should be dealt with at that time.

Please refer attached document.

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

If any event were to occur, the council should conside how they could assist the community in retaining their homes and lifestiles. Refer my attachment.

3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☑ Yes ☒ No

Please add your comments:

right now there is no need for a bond to be established for an event that may not occur

Do you have any other feedback or suggestions on the inclusion of a bond?

☑ Yes ☒ No

Please add your comments:

no bond should occur until such time that it is necessary to cancel the licence and a date has been set. Even then I do not think that a bond should be imposed.

4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☑ Every year ☑ Every 2 years

☑ Every 3-5 years

☐ ~~Only when there's a complaint or issue raised~~

☑ ~~Other~~

Please add your comments:

MSH homes should be treated the same way as other homes in Selwyn district.

Do you think the checklist covers the right things?

☑ Yes ☐ No ☐ Not sure

Please specify what you would change:

[redacted]

Refer my attachment.

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

The council should suggest ways to remedy the issues and allow enough time for this to be done

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

Any inspections carried out should be done by a suitably qualified independent inspector. See Attachment

D. Timbrell Question 1 Licence term options Attachment

To date a non renewable licence term has not yet been legally justified by the Council therefore my prefered option term is 30 years with right of renewal for a further 30 years. Subject to specific triggers to be agreed regarding environmental triggers.

Other Reasons to Grant a renewable licence:

- The Council has not provided any reasons to date that justifies a non renewable licence. All independent evidence and reports do not support a non renewable licence.
- The following are the previous and current reasons that SDC has used for a non renewable licence, followed by our counter point of view:
    - ECAN/Aqualinc confirmed climate change is not an issue
    - Wastewater issue has been resolved
    - Details of cultural reasons have not been provided
    - Duty of Care – is not a reason to terminate a local purpose reserve licence to occupy. Duty of Care is a legal obligation not to be contracted out of.
    - Repair of the sewer reticulation system. This was listed as SDCs responsibility in Tim's March 2024 report. SDC has a legal obligation to repair and maintain this.
    - Lake not being opened as often will not only affect USH but many townships and farms in Selwyn. This is unlikely to occur.
    - Stop bank at USH overtopping. There is no evidence of where the river will overtop. We believe it will overtop the opposite bank before it does here, but we have asked ECAN for this information.
    - Wider Selwyn community tensions. We believe these have been artificially fueled by SDC press releases.
    - Concerns over evacuations. Self evacuations are well managed by the community. Being cut off for a few days does not concern our residents. We should be treated like any other area of Selwyn that gets cut off.

A 30 year term is preferred for a renewable licence:

- This process has been incredibly taxing and detrimental to all, 30 years will finally give us security of tenure, a basic human right.
- 30 years will minimise ratepayer funds being used for licence renewals.

D. Timbrell Question 2 Environmental events for early licence end.

Attachment.

Council

We are asking for your feedback on three possible events where this could happen.

1. **Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.**

Reasons explanation

- We do not consider access being cut off for 24 hours a valid reason to warrant retreat.
- We would like to be treated the same as if access to any other area of Selwyn is cut off.
- The Council has not provided any criteria (such as water level) that warrant a decision of access being unsafe/cut off. Civil Defence have stated to us that their teams will always "look at different methods to gain access if required".

Council

2. **Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off.**

Reasons explanation

- USH are not the only users of Days Road. This road should be maintained as the main access to the lake. Users include USH, LSH, the farm house, DoC, ECAN and users of the boat ramp to the lake. Destruction of this road is not a reason for USH to be permanently retreated.

This road is also a major access route to the internationally recognised Bird Sanctuary Lake Ellesmere

- Closing a rural road is not a simple process as it involves an application to the Minister of Lands and consultation.
- We believe the Council has a responsibility of maintaining this road and this should not affect USH's licence to occupy.

Council

3. **Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement.**

Are there any of the proposed events you disagree with? Yes.

Please explain your reason:

Reason.

- See above re (1) & (2)
- Mitigation options should be explored before considering events that will trigger retreat. Specific triggers provided are inappropriate, vague and open to different interpretation. This gives the Council power to terminate licences unnecessarily.

D. Timbrell Question 2 continued.

Attachment

Council

Are there any additional events that you think should be considered? Yes No.

Please add your comments:

Comments

- As identified by the Council's own Jacobs report, environmental triggers and thresholds require more scientific investigation and clear explanation and rationale for the community. This has not yet been completed.
- Reference to environmental events leading to an early license end should only be along the lines of a significant event causing serious damage to homes and people or a risk of a significant event that cannot be mitigated. If this resulted in confirmation from an independent body, without an agenda, that the USH is permanently uninhabitable a license end date could be mutually agreed upon.

Council

If one of these events were to happen, what would you want Council to consider when deciding what happens next? Please add your comments:

Comments

- The same thing we have been asking for, community led decision making on anything that affects us, including collaboration with and empowerment of our community, as we did for 116 years pre 2011 before the Council took over from the Committee.

D. Timbrell Question 4 Attachment

Question 4: Building Condition Inspection Programme

Council

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

- Every year
- Every 2 years
- Every 3-5 years
- Only when there's a complaint or issue raised
- Other

Please add your comments:

Comments

- None of the options provided are preferred.
- We'd like to be treated the same as everyone else in the district. Inspect only when you would other properties in Selwyn.
- External inspection only.
- Pending a legal opinion on the Councils duty of care and the Council's rights to inspect, we are unsure whether a settlement wide inspection is lawful.
- The Council have repeatedly talked about a baseline inspection; this should only happen once.

Council

Do you think the checklist covers the right things?

Please specify what you would change:

Comment » Our main concerns are with the "Building Condition – External" items.

D. Timbrell Attachment
Re. legal opinion in regard to consultation options -

Clare Lenihan

ENVIRONMENTAL & PUBLIC LAW BARRISTER

20 ~~May~~ June 2025 NB. This Letter has been updated for Upper Selwyn Huts Residents to include as part of their submissions to Selwyn District Council consultation on future licences. It has not been sent directly to Council. Also note the comments on significance and engagement are no longer relevant, given consultation has commenced.

Chief Executive
Selwyn District Council
2 Norman Kirk Drive
Rolleston 7643
Att: Sharon Mason

Without Prejudice

C/- Mark Odlin, Buddle Findlay.
Cc Mayor and Councillors

By e-mail: mark.odlin@buddlefindlay.com

Dear Sharon,

Re: Upper Selwyn Huts – Council meeting ~~21 May~~ September 2025 - process for further consultation on options for the future of Upper Selwyn Huts and Licence term

1. I represent the Upper Selwyn Huts residents (the Residents).

2. In terms of the Council meeting 21 May 2025, the Residents have asked me to address their concerns around:

   (i) the proposed licence term options (three) for consultation, which only have finite terms (5 years or 30 years) These finite terms unnecessarily restrict options the Council has and likewise restrict options for consultation with the community; and

   (ii) the downgrading of the significance of this issue by Council to "moderate" from "significant".

3. For the detailed reasons set out in this letter, in summary the Residents seek Council (specific requests in *italics*):

   A. Licence Term options

   Residents seek a licence term of 30 years with rights of renewal for further terms of 30 years, subject to environmental triggers (specific triggers to be agreed) ~~*Add a fourth option for consultation regarding the Licence term i.e. "Triggers with no end date, relying on environmental conditions."*~~

   Reasons:

   (i) Council is not bound by a specific finite term under the ~~Reserves Act – these licences are granted under the~~ Reserves and Other Lands Disposal and Public Bodies Empowering Act 1924 (the **ROLD Act**). The provisions in the ROLD Act authorising building huts on the

reserve were enacted as no lease could be granted under the relevant legislation at the time [1] for buildings over reserves, nor granted for a term longer than 21 years. The ROLD Act specifically overrides these two limits. **There is no limit on term under that Act.**

(ii) Council is also not bound to have a finite term by virtue of its 2019 resolution that said licences should be short term and finite. The reasons for that resolution (wastewater) no longer apply. Council also resolved in July 2024 to pause the process under which a finite term of 15 years was proposed (which relied on the 2019 resolution).

(iii) In deciding the appropriate term, it is important to consider the purpose of the reserve. In 2015 the Council sought the Crown (Department of Conservation) change the reserve purpose from recreation to – **local purpose reserve for hut settlement purposes**. This is very specific, and "hut settlement" includes the idea of a **community of people**. There are also significant historic/heritage values to consider, which also focus on the community.

(iv) The Reserves Act provides for leases and licences to be issued for terms of up to 33 years, with or without a right of renewal[2] (which is included as a condition of the lease or licence), perpetual or otherwise, for the same or any shorter term[3]. A renewal option means a condition is included the licence that if at the end of the term the licensee has complied with all the terms and conditions, they can opt to exercise a right of renewal for a further term of e.g. 33 years (Council must then grant a further term of 33 years).

(v) When reading the ROLD Act and relevant Reserves Act provisions together[4], Council can grant a licence[5] for a term not exceeding 33 years, with or without a right of renewal[6], perpetual or otherwise. Council has a discretion to decide the term (not greater than 33 years at any one time) and whether to include a renewal option in the licence. The total term, including renewals could be up to e.g. 66 years, or 99 years (but the term is no greater than 33 years at one time). Technically **there is no limit on the total term of a licence for the USH under the Reserves Act 1977.**

(vi) In deciding what term is appropriate Council should consider not only the purpose of the Reserves Act and the particular reserve purpose (for hut settlement purposes), but also, as part of its broader role, the dual purposes in the Local Government Act 2002[7]. These dual purposes include recognising the diversity of the Upper Selwyn Huts community[8] and promoting the social, economic and cultural well-being of that community both now and for the future[9].

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[1] The Public Reserves and Domains Act 1908, section 34.
[2] A right of renewal normally contemplates the grant of a new lease/licence but this is exercisable as a condition of the lease/licence document itself. The only limit is usually that lessor or licensor is satisfied that the terms and conditions of the lease or licence have been complied with. See e.g. Schedule 1 Reserves Act 1977.
[3] It varies depending on lease types and the specific activity proposed.
[4] Section 168 ROLD Act and Section 61 Reserves Act 1977
[5] In accordance with the ROLD Act, Council can only grant a licence, not a lease.
[6] A right of renewal normally contemplates the grant of a new lease/licence but this is exercisable as a condition of the lease/licence document itself. The only limit is usually that lessor or licensor is satisfied that the terms and conditions of the lease or licence have been complied with. See e.g. Schedule 1 Reserves Act 1977.
[7] Section 3 and 10 Local Government Act 2002.
[8] Being a New Zealand community, as set out in section 3 Local Government Act 2002
[9] Section 10(1)(a) Local Government Act 2002

(vii) Given Council must manage the reserve for its specific purpose, and in accordance with the broader purposes of the Local Government Act 2002, in the absence of reasons to grant a shorter or finite term, Council should grant licences for a term consistent with the continued existence of the hut settlement.

B. Significance and Engagement

Confirm this issue continues to be treated as "significant", as classified in 2024 by Council.

Reason:

It is unclear why Council staff consider this issue is now "moderate". The circumstances surrounding the categorisation of the issue as "significant" in 2024 have not changed, so the categorisation should stay the same. This means the Special Consultative Procedure should be used.

Detailed reasons and background

A. Licence term options

(i) Council not bound by finite term under the Reserves Act 1977

Under what Act is the power to grant a lease or licence?

4. The Crown is the registered proprietor of the reserve, and the Department of Conservation (**DoC**) is the responsible department. The Selwyn District Council **(the Council)** is the administering body for the reserve under the Reserves Act 1977 and has managed the reserve since its appointment in 1989[10].

5. The Council has advised it grants the USH Licences to Occupy pursuant to section 61 of the Reserves Act (set out in Appendix One), which sets out the powers (including leasing) in respect of local purpose reserves.

6. As the reserve is not vested in the Council, only the Commissioner[11] can grant a lease, for limited purposes[12] which do not apply here[13]. There is no power in section 61 of the Reserves Act for the Council to grant a licence[14].

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[10] The 1989 reorganisation of local authorities included, among other things, the abolition of the Springston South Domain Board and the responsibility for governance of the reserve was transferred to the Council at that stage. The Council administered the reserve in conjunction with the Springston South Domain Committee until 2011, and then on its own thereafter.

[11] Although this section refers to "the Commissioner", this is now the Director General of Conservation, see s2 of the Reserves Act 1977.

[12] The limited purposes are community building, playcentre, kindergarten, Plunket room, or other like purposes, and for farming, grazing, cultivation, cropping, or other like purposes.

[13] Section 61(3) Reserves Act 1977

[14] The Minister can grant a licence by way of concession, s59A Reserves Act, but not the Council. Also see *Ogle Gould Properties Ltd v New North District Council* [2018] NZCA 262, a case involving the Reserves Act 1977. Of the ability to grant licences under the Reserves Act the Court noted "The power to grant licences is more constrained than the leasing power." At [97].

7. In 1999 Buddle Findlay provided advice to Council that the power to grant a licence for the USH is pursuant to s168(2) of the Reserves and Other Lands Disposal and Public Bodies Empowering Act 1924 (**ROLD Act**).

8. Section 168 of the ROLD Act provides (**bolding** mine):

> (1) Notwithstanding anything to the contrary in section thirty-four of the Public Reserves and Domains Act 1908, the Governor-General or the Minister of Lands may grant leases under that section over that part of the Lake Ellesmere Domain hereinafter described authorising the lessees to erect dwellings on the lands comprised in such leases, subject to the following provisions of this section and such other terms and conditions as he thinks fit.
> (2) Subject to the other provisions of this section, **the Lake Ellesmere Domain Board[15] may grant licences over the aforesaid part of the said domain authorizing the licensee to occupy the land the subject of the licence and to erect dwellings thereon; such licences shall contain such terms and conditions as the Board thinks fit.**
> (3) …
> (4) Every lease or licence granted under this section shall provide for the erection within a specified time on the land comprised therein of a building of a design and in accordance with plans and specifications to be approved by the Lake Ellesmere Domain Board, and may contain conditions, covenants, and restrictions with respect to the use and occupation of the land and dwellings, and as to the performance by the lessees of the same to the satisfaction of the said Domain Board.

9. Only the Governor General or the Minister of Lands can grant a lease, s168(1). The Council can only grant a licence, s168(2).

10. The grant of a licence to occupy under the ROLD Act is "subject to the other provisions of this section", s168(2). The relevant provisions in s168 are:

> (i) No lease or licence can be granted over any allotment exceeding [16] "twenty perches"[17]
> (ii) Huts are to be built within a specified time, with a design in accordance with plans and specification to be approved by the Council[18]
> (iii)The licence shall contain such terms and conditions as the Council thinks fit[19]; and
> (iv)The lease or licence may contain such conditions, covenants and restrictions with respect to the use and occupation of the land and dwelling and as to the performance by the lessees to the satisfaction of the Council[20].

11. The ROLD Act has never been repealed and is still in force. It was referred to as the relevant governing legislation for the USH in a 1979 case *Downes v Commissioner of Crown Land* (an

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[15] The Council now has the powers of the Lake Ellesmere Domain Board.
[16] Section 168(3) ROLD Act
[17] This translates to 505.85m2.
[18] Section 168(4) ROLD Act. An example of that type of licence conditions was referred to in the case *Downes v Commissioner of Crown Lands* – condition 7 of the licence in issue required that if a licence was granted over a section on which no fishing hut was erected, the Board could require a licence to erect a fishing hut within three calendar months.
[19] Section 168(2) ROLD Act
[20] Section 168(4) ROLD Act

appeal against the refusal of the Springston South Domain Board to approve certain building proposals)[21].

12. The ROLD Act contains the power to grant a licence to occupy the reserves but it doesn't mention a specific term. The reserve itself is still administered and managed under Reserves Act 1977, which remains relevant, including when considering the term of any licence.

13. **Summary**: The only power for Council to grant a licence over the reserve is under the ROLD Act but the reserve itself is still managed under the Reserves Act, which remains relevant, in relation to the term of licence and administration and management of the reserve.

What term can be granted?

14. At its 5 March 2025 meeting, the Council noted legal constraints in the Reserves Act 1977 limit licences to a maximum of 33 years. Council considers it cannot grant a licence longer than this period[22].

15. As set out above, Council can only grant licences under the ROLD Act. There is no provision limiting the term for licences under the ROLD Act, nor any guidance as to an appropriate term.

16. The reserve is still under the umbrella of the Reserves Act 1977[23], so relevant considerations to guide what term is appropriate (alongside s168 of the ROLD Act) would include[24]:
    (i) the overarching purpose of the Reserves Act;
    (ii) the specific reserve classification i.e. local purpose reserve for hut settlement; and
    (iii)lease and licence terms available for various reserve types under the Reserves Act.

17. Under the Reserves Act, the following terms can be granted:

    (i) A lease over a historic reserve for a term not exceeding 33 years[25], with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple[26].

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[21] *Downes v Commissioner of Crown Lands* SC Christchurch 7/78 [1979] NZHC 208 (8 November 1979). Interestingly, the Judge notes that "No formal written licence is apparently issued. The conditions are drawn to the attention of prospective licensees by the application form which requires a signature by the assignee over an acknowledgement that he has read the conditions under which the licence is held as printed on the back and undertaking if the transfer be approved to comply with the conditions."

[22] Section 61 Reserves Act 1977

[23] The ROLD Act only gives statutory authority to grant leases and licence over what was a recreation reserve to erect, use and occupy huts but other relevant provisions of the Reserves Act 1977 continue to apply.

[24] Also relevant at an individual licence holder level will be any major non-compliance with essential licence terms and conditions e.g. persistent nonpayment of rent.

[25] Also relevant is if a lease is granted for a term of 35 years or more, this is deemed to be a subdivision for the purposes of the Resource Management Act 1991. Most leases are for less than 35 years to avoid this complication. A renewal of a lease is considered a new lease, so a renewal for 33 years after an initial 33-year term is not additive – it is not a 66-year term.

[26] For domestic residential purposes or for the carrying on of any activity, trade, business, or occupation in any building or on any specified site within the reserve and grant leases of any such building or site for any such purpose or purposes, s58A(4)

(ii) A lease over a local purpose reserve for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple[27].

(iii) Leases and licences over scenic and recreation reserves for 33 years with the "ability for further similar terms to be granted[28].

(iv) Where a recreation reserve is not being used/not likely to be used, a lease can be granted for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple,[29].

18. The longest term for a lease is 33 years, with a right of renewal, and in perpetuity; and for licences, 33 years, with the ability for further similar terms to be granted. For licences, "terms" is plural – it is not restricted to one further term of 33 years.

19. As the reserve is a local purposes reserve, section 61 of the Reserves Act is relevant. Reading the ROLD Act and section 61 of the Reserves Act together, a licence[30] can be granted for a term not exceeding 33 years, with or without a right of renewal[31], perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple.

20. Council has a discretion within the above, but technically there is no limit on the term of a licence for the USH under the Reserves Act 1977.

21. Also relevant in deciding what term is appropriate is the purpose of Local Government Act 2002 (LGA 2002). There are dual purposes[32] under the LGA 2002:

(i) To provide for democratic and effective local government that recognises the diversity of New Zealand communities – in this case it would be the diversity of Upper Selwyn Huts community[33]; and

(ii) To promote the social, economic and cultural well-being of communities in the present and for the future[34]. Here, it is the well-being of the Upper Selwyn Huts community that is relevant both in the present and more particularly in the future.

22. Given Council must manage the reserve for its specific purpose, and in accordance with the broader purposes of the Local Government Act 2002, in the absence of reasons to grant a shorter

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[27] For a community building, playcentre, kindergarten, Plunket room, or other like purposes: and for farming, grazing, cultivation, cropping, or other like purpose, s61(2B).
[28] See Schedule 1 for details of specific types of leases and licences.
[29] For farming, grazing, afforestation, s73(3) and Schedule 1.
[30] In accordance with the ROLD Act, Council can only grant a licence, not a lease.
[31] A right of renewal normally contemplates the grant of a new lease/licence but this is exercisable as a condition of the lease/licence document itself. The only limit is usually that lessor or licensor is satisfied that the terms and conditions of the lease or licence have been complied with. See e.g. Schedule 1 Reserves Act 1977.
[32] Section 3 and 10 Local Government Act 2002.
[33] Being a New Zealand community, as set out in section 3 Local Government Act 2002
[34] Section 10(1)(a) Local Government Act 2002

or finite term. Council should grant licences for a term consistent with the continued existence of the hut settlement.

23. **Summary:** Reading the ROLD Act and section 61 of the Reserves Act together, there is no limit on the term of a licence that can be granted for the USH. ~~under the ROLD Act to it . Guidance under the Reserves Act indicates~~ I Licences can be granted for up to 33 years, with the ability for further similar terms to be granted, with no limit specified. The specific reserve purpose is relevant to consider (for hut settlement purposes) alongside the relevant purposes of the LGA 2002 to recognise the diversity of the Upper Selwyn Huts community[35] and to promote the social, economic and cultural well-being of that community both now and for the future[36].

(ii) Council not bound by 2019 resolution to require a finite term

24. Residents are concerned Council is still relying on its May 2019 Resolution to justify imposing a finite term i.e. 'Hut licences and subsequent renewals are short term and ultimately for a finite period". The proposed 15-year finite term in 2024 flowed from this 2019 Resolution.

25. Reasons residents consider Council is still relying on this Resolution to justify a finite term for the next phase of consultation options include:

    (i) On 5 March 2025 the Council publicly excluded workshop about the Selwyn Huts states under the heading "Guiding principles and assumptions"[37]:

    The Deed of Licence is finite (regardless of whether this involves triggers or a set date).

26. The meeting Agenda for this meeting (21 May 2025) includes four (4) references to either the 2019 Resolution and/or a finite term – sections 3.3.5, 3.3.7, 4.11 and section 5.2.

27. The most concerning item is under the heading **Licence Term Options,** where section 5.2 states:

    On 8 May 2019 Council unanimously determined that 'Hut licences and subsequent renewals are short term and ultimately for a finite period'.

28. Section 5.3 goes on to state "This section of the consultation aims to satisfy Council's direction to provide long-term certainty for the licence holders."

29. Section 5.4 sets out:

    "The consultation asks the following two questions:

    (i) Please select your preferred licence term from the options below
    o Option A: Fixed term of 5 years with a final, non-renewable expiry date. Why is this your preferred option?
    o Option B: A single fixed term of 30 years with a final, non-renewable expiry date. Why is this your preferred option?
    o Option C: Rolling 10-year terms with the ability to renew, up to a maximum of 30 years total (10 + 10 + 10 years). Why is this your preferred option?

[35] Being a New Zealand community, as set out in section 3 Local Government Act 2002
[36] Section 10(1)(a) Local Government Act 2002
[37] Page 29

(ii) Do you have any other feedback?"

30. It seems clear the finite options included above flow from both Council's view that the Reserves Act limits the term of licences and the 2019 Resolution reference to a finite term is still binding, even though process that flowed from that and the resulting 15-year finite term have been paused. It is also unclear whether Council has considered the relevant purposes of the LGA 2002.

31. As set out in my correspondence to Council dated 23 May 2024, Council reference to (and reliance on) a "finite term" for the USH licences is misguided, factually and legally:

    (i) It arose out of the Council's 2019 Resolution made in the context of issues with funding of and solutions for wastewater.
    (ii) As the wastewater issue has been resolved this is no longer an issue and cannot be used as justification for a short (or finite) term.

32. I also note that in the Council minutes from the 24 July 2024 meeting, two of the resolutions were to:

    (i) engage with the USH community through to 1 March to develop a proposal concerning the future licensing arrangements for the USH; and

    (ii) pause the current USH process that would have resulted in a deed of licence (DOL) being issued for a maximum total of 15 years.

33. A potentially shorter term (via a longer term with triggers) could be justified if there was an imminent threat to the huts from e.g. climate change. Given the recent findings of Aqualinc and the Jacobs Report[38] that there is no pressing risk in the next 30 or so years, this cannot be used as justification for a short (or finite) term.

34. If any issues arise which are backed by scientific evidence, these could be accommodated by environmental trigger(s) conditions in the licence.

35. **Summary**: Council should not rely on the 2019 Resolution to justify a finite term. There also aren't any reasons e.g. climate change, that would justify a shorter, finite term.

(iii) Purpose of the reserve and historic values

36. The overarching purpose of the Reserves Act is set out in section 3[39]:

    It is hereby declared that, subject to the control of the Minister, this Act shall be administered in the Department of Conservation for the purpose of—

[38] Presented to Council in a public excluded Councillor Workshop, on 5 March 2025, the report stated "One of the key drivers for retreat was the anticipated impacts from climate related hazards. SDC have since received technical presentations from Environment Canterbury and Aqualinc that show **the risk is not as significant as previously thought**. Given this, the work and related engagement process, are currently on hold pending further direction from the Council after a review of the updated information.

[39] Section 3(1) Reserves Act

(a) providing, for the preservation and management for the benefit and enjoyment of the public, areas of New Zealand possessing—

(i) recreational use or potential, whether active or passive; or
(ii) wildlife; or
(iii) indigenous flora or fauna; or
(iv) environmental and landscape amenity or interest; or
(v) natural, scenic, historic, cultural, archaeological, biological, geological, scientific, educational, community, or other special features or value.

37. The purpose of a local purpose reserve is[40]:

> It is hereby declared that the appropriate provisions of this Act shall have effect, in relation to reserves classified as local purpose reserves for the purpose of providing and retaining areas **for such local purpose or purposes as are specified in any classification of the reserve.**

Hut settlement

38. At the request of the Council[41], the reserve where the huts are situated was reclassified by DoC in 2015 from recreation reserve to "local purpose reserve for the purpose of hut settlement", "which would more accurately define its current use"[42]. The Council decided what the purpose of the reserve was to be, and DoC approved it.[43]

39. "Hut settlement" isn't defined or further described in the Reserves Act. The ordinary meaning of "settlement" includes "a community formed by members of a group, esp. of a religious sect.[44]" "Religious sect" is not applicable here, but the idea of a community formed by members of a group is. "Community"[45] is defined as "a group of people living in one locality".[46]

40. The purpose of the reserve is clearly focussed on the community of people who live at the Upper Selwyn Huts.

41. The reserve purpose (hut settlement) is also reflected in the current Licences which state (**bolding** mine):
    (i) Clause 1.1 "Licence" means **permanent licence** (as described in Schedule 1) granted by the Licensor to the Licensee under this licence.
    (ii) Under the heading TYPE OF LICENCE, Clause 4.1provides:

> The various lots on the Reserve have been set aside by the Licensor to be granted to Licensees as: ...(a) **permanent licences**,
> and the type of Licence granted to the Licensee is specified in Schedule 1.

    (iii)Schedule 1 Item 12. Licence Type: **Permanent**.

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[40] Section 23 Reserves Act
[41] See letter dated 11 March from DoC to the Council. DoC "has consented to your proposed classification".
[42] E-mail from Selwyn District Council 4 May 2009 (it is unknown who it is to, as that is redacted).
[43] See e-mail from DoC to the Council on March 31, 2010, where DoC informed the Council, it needed to decide what it considered to be the most appropriate classification given its current use. DoC suggested local purpose (community purposes). By October 2009, the Council has decided the area would be reclassified as Local purpose (hut settlement), see letter from the Council to DoC 23 October 2009.
[44] Collins Shorter English Dictionary, Harper Collins 1994
[45] Collins Shorter English Dictionary Harper Collins 1994
[46] Collins Shorter English Dictionary Harper Collins 1994

(iv)Schedule: **Permanent licences** terms and limitations on use:
The Licensee may **permanently occupy** the Lot and reside in the hut in accordance with the terms and conditions of the grant of licence provided in this Licence.

42. Residents advise there are precedents for licence renewals over 130 years. Even though the licences have been for 5-year terms with rights of renewals, Residents always understood the renewals to be for the purpose of "refreshing" licence terms and conditions, not anything to do with the term itself, which Residents have always understood was permanent.

43. The Department of Conservation also verbally told residents they should be able to stay long term with the reclassification to local purpose hut settlement.

Historic features

44. Section 23(2) of the Reserves Act provides that having regard to the specific local purpose for which the reserve is classified, each reserve shall be managed so that where there are…**historic features present**, those features shall be managed and protected to the extent compatible with the primary purpose of the reserve.

45. The historic features and values of the reserve have been assessed by Under Over Architecture Ltd (UOA) in their Statement of Significance[47]. There are significant heritage/historic values present at the Upper Selwyn Huts[48], which include

(i) taken as a whole the USH retain a high degree of integrity, which is not necessarily tied to the structure of individual buildings, but to the historic identity of the community as a whole.
(ii) the group value of the USH is integral to its heritage significance.
(iii)the current owners and occupiers retain a particularly high sense of esteem for the historic values of the settlement and form a united community.
(iv)the USH community retains significance for the families, owners and occupiers; and

46. These specific values also link to the purpose of the reserve, which focuses on the community.

47. UOA recommends the Upper Selwyn Huts remain on their current site; that they are entered on HNZPT's List/Rārangi Korero as a historic area; and that they are added to SDC's District Plan heritage schedule.

(iv) Powers and obligations of Council

Functions of Council

48. The Minister of Conservation appoints a local authority to control and manage a reserve "for better carrying out the purpose of any reserve", for the **particular purpose for which it was classified**[49].

[47] The Report is still in draft at the date of this opinion, but the findings are not expected to change.
[48] See Appendix Two for a summary.
[49] Section 28(1) of the Reserves Act (appointment to control and manage). The local authority can also expend and apply money in controlling and managing the reserve in accordance with the particular purpose for which the reserve is classified, s28(1) Reserves Act.

49. The functions of administering bodies include[50] to ensure the use, enjoyment, development, maintenance, protection and preservation as the case may require, of the reserve **for the purpose for which it is classified**[51].

50. There is a high standard expected of administering bodies to "ensure" the use, enjoyment etc. of the reserve and also a clear focus on the specific purpose for which a reserve has been classified. This should guide the Council in any decision making about the reserve, the huts and the community living in the huts, particularly the term of any licence.

51. **Summary**: Given the purpose of the reserve is a "hut settlement", and given the Council must ensure use and enjoyment of the reserve for the purpose for which it has been classified, in the absence of justifiable reasons to grant a shorter or finite term, the Council should grant a licence for a term consistent with the continued existence of the hut settlement.

(v) Options

52. Following the July 2024 Council meeting where Council resolved to engage with the community to develop a proposal concerning future licencing arrangements, consultation was undertaken and included four licence holder meetings, four Committee meetings and five drop-in sessions with other residents[52]. The range of options Councillors considered were:

(i) Option 1: Fixed year term less than 33 years with clear retreat conditions.
(ii) Option 2: Triggers with a fixed term (e.g. environmental factors determining relocation)
(iii)Option 3: Triggers with no end date, relying on environmental conditions.
(iv)Option 4: 5-year rollover.

53. The majority of councillors supported Option 2 (Triggers with a fixed-term duration).The duration discussed leaned towards 20-33 years with transfer options to be made clear prior to the end date to provide certainty for the community.

54. Given:

(i) Council is not bound by any finite licence term under the ROLD Act or the Reserves Act;

(ii) The Reserves Act indicates a licence for more than one term of 33 years can be granted, with no specific end date;

(iii)Council is not bound by its 2019 Resolution to only consider a finite term;

(iv)The purpose of the local purpose reserve is "hut settlement", which includes the notion of a community of people living together;

(v) There are specific historic values of the reserve relevant to consider, which includes a focus on the community;

[50] In accordance with the Act and the means at its disposal
[51] Section 40 Reserves Act.
[52] Public excluded Council Workshop 5 February 2025.

(vi) A function of the Council is to ensure the reserve is used and enjoyed for the purpose for which it is classified;

(vii) Council must consider the dual purposes of the LGA 2002 and recognise the diversity of the Upper Selwyn Huts community[53] and promote the social, economic and cultural well-being of that community both now and for the future[54];

(viii) Given the reserve purpose is "hut settlement", and in accordance with the broader purposes of the Local Government Act 2002, in the absence of justifiable reasons to grant a shorter or finite term[55], Council should grant a licence for a term consistent with the continued existence of the hut settlement;

~~55.~~ Residents seek a licence term of 30 years with rights of renewal for further terms of 30 years, subject to environmental triggers (specific triggers to be agreed) ~~Residents seek Option 3 from the July 2024 Council meeting be added as Option four to the options to be consulted on[56]. Option 3 seems the most appropriate:~~

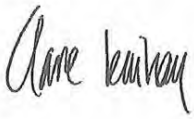
~~*Triggers with no end date, relying on environmental conditions.*~~

B. Significance and Engagement

Confirm this issue continues to be classed as "significant", as classified in 2024 by Council.

56. It is unclear why Council staff consider this issue is now "moderate". The circumstances surrounding the categorisation of the issue as "significant" in 2024 have not changed, so the categorisation should stay the same. This means the Special Consultative Procedure should be used/continue to be used and more time is needed for that. Kirrily Fea will talk about this in more detail.

Clare Lenihan



Barrister

[53] Being a New Zealand community, as set out in section 3 Local Government Act 2002
[54] Section 10(1)(a) Local Government Act 2002
[55] E.g. flooding, climate change, health and safety, persistent breach of fundamental terms and conditions of Licence
[56] Section 5.2 of the Council Agenda.

Appendix One – Section 61 Reserves Act 1977

Section 61 Powers (including leasing) in respect of local purpose reserves

(1) The administering body of a local purpose reserve may, in the exercise of its functions under section 40, do such things as it may from time to time consider necessary or desirable for the proper and beneficial management, administration, and control of the reserve and for the use of the reserve for the purpose specified in its classification.

(2) The administering body, in the case of a local purpose reserve that is vested in the administering body, is hereby declared to be a leasing authority of that reserve for the purposes of the Public Bodies Leases Act 1969.

(2A) In addition to the powers of leasing conferred by subsection (2), the administering body, in the case of a local purpose reserve that is vested in the administering body, may lease all or any part of the reserve to any person, body, voluntary organisation, or society (whether incorporated or not) for any of the following purposes:

(a) community building, playcentre, kindergarten, plunket room, or other like purposes:

(b) farming, grazing, cultivation, cropping, or other like purposes.

(2B) A lease granted pursuant to subsection (2A) shall be subject to the following provisions:

(a) the lease shall be for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple, and, subject to paragraph (b), shall be on such other conditions as the administering body determines:

(b) the lease shall include a condition that the land leased shall be used solely for such purposes as are specified in the lease, and that upon breach of that condition the administering body may terminate the lease in such manner as is prescribed or implied in the lease, whereupon the land, together with all improvements, shall revert to the lessor without compensation being payable to the lessee for improvements or otherwise.

(3) The powers of leasing conferred on an administering body by this section shall, with respect to any local purpose reserve which is not vested in an administering body, be exercised by the Commissioner.

Appendix Two – Heritage Values

1. USH obtained a Statement of Significance from Under Over Architecture Ltd (UOA), in relation to the heritage values of the USH. Findings in the report included:

    a. the USH have significant architectural values and increasingly high rarity values.
    b. the USH are highly representative not only of early fishing hut communities but small New Zealand holiday spots.
    c. taken as a whole the USH retain a high degree of integrity, which is not necessarily tied to the structure of individual buildings, but to the historic identity of the community as a whole.
    d. the group value of the USH is integral to its heritage significance.
    e. the current owners and occupiers retain a particularly high sense of esteem for the historic values of the settlement and form a united community.
    f. the USH community retains significance for the families, owners and occupiers; and
    g. the USH are extremely vulnerable given the Council is seeking to terminate the leases to the land on which the community is built.

2. UOA recommends[57] that because of the heritage values the Upper Selwyn Huts:
    a. remain on their current site.
    b. are entered on Heritage New Zealand Pouhere Taonga's (HNZPT's) List/Rārangi Korero as a historic area; and
    c. are added to SDC's District Plan heritage schedule.

[57] UOA also notes that HNZPT is opposed to the demolition of historic buildings, except for cases where it is unavoidable due to the structure being beyond repair. Demolition is viewed as inconsistent with sustainable management of resources and as an irreversible removal of cultural heritage that is often regretted in the future.

Submitter Number: 75

Full Name: Lisa Gracie
Organisation:
Wish to speak to the submission: No

Leeston Library Counter 13/7

Submission form

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Please include your first and last name on the additional paper.

Anyone can make a submission. Submissions will only be used for the purpose of this consultation process.

All submissions will be considered by Council before making a decision.

Submitter details

Please note: all fields marked with an asterisk (*) are compulsory. These details will be used for the purpose of contacting you about this consultation.

First name* Lisa

Last name* Gracie

Address* [redacted]

Town*

Postcode

Contact

Email ad

Are you submitting on behalf of an organisation?*

☐ Yes ☑ No

If yes, please state the name of the organisation*

Do you wish to attend a hearing to present your submission in person?*

☐ Yes ☑ No

If yes, someone will be in contact with you to arrange the date and time.

What is your connection or interest to Upper Selwyn Huts?

☐ I am a licence holder

☐ I am not a licence holder but live at Upper Selwyn Huts

☑ I have an interest in this area. *Please explain:* Visitor for over 40 yrs.

☐ Other:

Questions

1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

- [x] Fixed term of 5 years
  No renewal.
- [x] A single fixed term of 30 years
  No renewal.
- [x] Rolling 10-year terms
  with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

we want to live there until we don't have to

Do you have any other feedback?

- [ ] Yes
- [x] No

Please add your comments:

2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

1. **Flooding affecting access:**
   Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.
2. **Destruction of road cutting off vehicle access:**
   A natural event that causes sufficient damage that vehicle access to the settlement is cut off.
3. **Serious harm caused by a flood event:**
   Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

- [x] Yes
- [ ] No

Please explain your reason:

flooding over the road is not a reason. SDC has to maintain all public roads, so fix any damage.

A major river breach may cause harm. But it hasn't yet in 130 yrs.

Are there any additional events that you think should be considered?

- [ ] Yes
- [x] No

Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☑ Yes ☐ No

Please add your comments:

Do you have any other feedback or suggestions on the inclusion of a bond?

☐ Yes ☑ No

Please add your comments:

4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years

☐ Every 3-5 years

☑ Only when there's a complaint or issue raised

☐ Other

Please add your comments:

Do you think the checklist covers the right things?

☐ Yes ☑ No ☐ Not sure

Please specify what you would change:

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

Submitter Number: 76

Full Name: Don Munro
Organisation:
Wish to speak to the submission: No

Counter 15/7

Submission form

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Submitter details

Please note: all fields marked with an asterisk (*) are compulsory. These details will be used for the purpose of contacting you about this consultation.

First name* Don Munro

Last name* Munro

Address* [redacted]

Town*

Postcode

Contact n

Email add

Are you submitting on behalf of an organisation?*

☐ Yes ☑ No

If yes, please state the name of the organisation*

Do you wish to attend a hearing to present your submission in person?*

☐ Yes ☑ No

If yes, someone will be in contact with you to arrange the date and time.

What is your connection or interest to Upper Selwyn Huts?

☐ I am a licence holder

☐ I am not a licence holder but live at Upper Selwyn Huts

☑ I have an interest in this area. *Please explain:* fished there for over 30yrs.

☐ Other:

Questions

1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

- [x] Fixed term of 5 years
  No renewal.
- [ ] A single fixed term of 30 years
  No renewal.
- [ ] Rolling 10-year terms
  with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

we want to live there until we no longer want to.

Do you have any other feedback?

- [ ] Yes
- [x] No

Please add your comments:

2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

1. **Flooding affecting access:**
   Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.
2. **Destruction of road cutting off vehicle access:**
   A natural event that causes sufficient damage that vehicle access to the settlement is cut off.
3. **Serious harm caused by a flood event:**
   Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

- [x] Yes
- [ ] No

Please explain your reason:

Its a public Rd, so it has to be fixed if damaged. The water cut off always receeds. Stop bank fixing = If this was eminent, people would have self evacuate

Are there any additional events that you think should be considered?

- [ ] Yes
- [x] No

Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

It is a community of people, So I would expect the SDC to do everything to help them and discuss any future at the time.

3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☑ Yes ☐ No

Please add your comments:

Not enough information on what this would entail

Do you have any other feedback or suggestions on the inclusion of a bond?

☑ Yes ☐ No

Please add your comments:

NOT A fair thing to impose on a community that is no different to many in the district.

4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years

☐ Every 3-5 years

☑ Only when there's a complaint or issue raised

☐ Other

Please add your comments:

SDC should only inspect the LOT, NOT THE HOME.

Do you think the checklist covers the right things?

☐ Yes ☑ No ☐ Not sure

Please specify what you would change:

I don't think any of these things are relevent to the community. They are not problems that have caused them issues in the past.

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

ADVISE CLEARLY WHAT IS NEEDED. MAKE SUGGESTIONS AS TO HOW AND PLENTY OF TIME FOR IT TO happen.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

BE RESPECTFUL of older, fragile, mental health people. maybe A MEDIATOR NOT SDC TO HANDLE THE REMEDIATION PROCESS.

Submitter Number: 77

Full Name: Vicky Height
Organisation:
Wish to speak to the submission: No

Counter 15/7

Submission form

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Submitter details

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First name* Vicky Height

Last name* Height

Address [redacted]

Town*

Postcod

Contact

Email a

Are you submitting on behalf of an organisation?*

☐ Yes ☑ No

If yes, please state the name of the organisation*

Do you wish to attend a hearing to present your submission in person?*

☐ Yes ☑ No

If yes, someone will be in contact with you to arrange the date and time.

What is your connection or interest to Upper Selwyn Huts?

☐ I am a licence holder

☐ I am not a licence holder but live at Upper Selwyn Huts

☑ I have an interest in this area. *Please explain:* Previous Hut owner.

☐ Other: _____

Questions

1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

- [x] Fixed term of 5 years
  No renewal.
- [x] A single fixed term of 30 years
  No renewal.
- [x] Rolling 10-year terms
  with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

we would like to live there until not able or dead

Do you have any other feedback?

- [ ] Yes
- [x] No

Please add your comments:

2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

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3. **Serious harm caused by a flood event:**
   Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

- [x] Yes
- [ ] No

Please explain your reason:

flooding has never Affected us before. The road REPAIR is Councils responsibility. Dredge the river and it will never breach the banks

Are there any additional events that you think should be considered?

- [ ] Yes
- [x] No

Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

the Council should do everything possible to help the community as it would for any other community under their care.

3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☑ Yes ☐ No

Please add your comments:

Its a stupid idea when this community is not rich and would struggle to pay it. Also no one else pays a bond.

Do you have any other feedback or suggestions on the inclusion of a bond?

☑ Yes ☐ No

Please add your comments:

just treat the huts community like any other Rate payers.

4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years

☐ Every 3-5 years

☑ Only when there's a complaint or issue raised

☐ Other

Please add your comments:

This is just another excuse to evict hut owners. once again treat them the same as everyone else.

Do you think the checklist covers the right things?

☐ Yes ☑ No ☐ Not sure

Please specify what you would change:

Its grasping at straws to find a way to END their LICENCE'S.

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

you already have laws to deal with this issue. Just be Respectful and allow time to remediate the issues.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

IT SHOULD ONLY COVER the "LOT" NOT the home, AS THEY have been THERE FOR over 100 YEARS AND YOU Have NEVER inspected BEFORE.

Submitter Number: 78

Full Name: Roselle Wanhalla
Organisation:
Wish to speak to the submission: No

Counter 157

Submission form

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Submitter details

Please note: all fields marked with an asterisk (*) are compulsory. These details will be used for the purpose of contacting you about this consultation.

First name* Josette

Last name* Wanhalla

[redacted]

Are you submitting on behalf of an organisation?*

☐ Yes ☑ No

If yes, please state the name of the organisation*

Do you wish to attend a hearing to present your submission in person?*

☐ Yes ☑ No

If yes, someone will be in contact with you to arrange the date and time.

What is your connection or interest to Upper Selwyn Huts?

☐ I am a licence holder

☐ I am not a licence holder but live at Upper Selwyn Huts

☑ I have an interest in this area. *Please explain:* visitor / friends

☐ Other: _____

Questions

1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

- [ ] Fixed term of 5 years
  No renewal.
- [ ] A single fixed term of 30 years
  No renewal.
- [x] Rolling 10-year terms
  with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

no finite date

Do you have any other feedback?

- [ ] Yes
- [ ] No

Please add your comments:

2. Environmental events for early licence end

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Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

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3. **Serious harm caused by a flood event:**
   Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

- [x] Yes
- [ ] No

Please explain your reason:

It is a public road so has to be maintained by council.

Are there any additional events that you think should be considered?

- [ ] Yes
- [x] No

Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

keeping the people safe

3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☑ Yes ☐ No

Please add your comments:

I dont believe it is needed or fair

Do you have any other feedback or suggestions on the inclusion of a bond?

☐ Yes ☑ No

Please add your comments:

4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years

☐ Every 3-5 years

☑ Only when there's a complaint or issue raised

☑ Other

Please add your comments:

just like any other rate payer they do it pay one

Do you think the checklist covers the right things?

☐ Yes ☑ No ☐ Not sure

Please specify what you would change:

I don't think any of it is needed

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

Communicate well Be respectful and allow plenty of time

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

6

Submitter Number: 79

Full Name: Sam McLintock
Organisation:
Wish to speak to the submission: No

Counter 1517.

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Please include your first and last name on the additional paper.

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All submissions will be considered by Council before making a decision.

Submitter details

Please note: all fields marked with an asterisk (*) are compulsory. These details will be used for the purpose of contacting you about this consultation.

First name* Sam

Last name* McIntock

Addres [redacted]

Town*

Postco

Contac

Email a

Are you submitting on behalf of an organisation?*

☐ Yes ☑ No

If yes, please state the name of the organisation*

Do you wish to attend a hearing to present your submission in person?*

☐ Yes ☑ No

If yes, someone will be in contact with you to arrange the date and time.

What is your connection or interest to Upper Selwyn Huts?

☐ I am a licence holder

☐ I am not a licence holder but live at Upper Selwyn Huts

☑ I have an interest in this area. *Please explain*: family

☐ Other:

Questions

1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

- [ ] Fixed term of 5 years
  No renewal.
- [ ] A single fixed term of 30 years
  No renewal.
- [x] Rolling 10-year terms
  with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

Residents request a 30 year license with the ability to renew for additional 30 year terms, provided specific environmental triggers are met.

Do you have any other feedback?

- [ ] Yes
- [x] No

Please add your comments:

2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

1. **Flooding affecting access:**
   Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.
2. **Destruction of road cutting off vehicle access:**
   A natural event that causes sufficient damage that vehicle access to the settlement is cut off.
3. **Serious harm caused by a flood event:**
   Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

- [x] Yes
- [ ] No

Please explain your reason:

The councils own Jacobs report highlights the need for further scientific investigation into environmental triggers and thresholds. Crucially, the community still awaits a clear exploration and rationale for these proposed measures. This crucial step has not been completed yet.

Are there any additional events that you think should be considered?

- [ ] Yes
- [x] No

Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

Any reference to environmental events leading to an early license termination should be strictly limited. This should only occur in the event of a significant, unmitigable event causing serious damage or risk to homes and people. If an independant, unbiased body confirms that the USH area is permanently uninhabitable as a direct result, then a license end date could be discussed.

3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☐ Yes ☑ No

Please add your comments:

Do you have any other feedback or suggestions on the inclusion of a bond?

☐ Yes ☐ No

Please add your comments:

This hasn't been required for 130 years, why now? Bond details have not been included eg. how much, paid over what period, what does the bond cover etc?

4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years

☐ Every 3-5 years

☑ Only when there's a complaint or issue raised

☐ Other

Please add your comments:

We don't believe the houses should be inspected unless a complaint has been made, they should be treated the same as the rest of the district.

Do you think the checklist covers the right things?

☐ Yes ☑ No ☐ Not sure

Please specify what you would change:

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

Support and advice from council would be helpful if there are any issues needing attention and a realistic timeframe for repairs are essential.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

Submitter Number: 80

Full Name: Daryl Johnson
Organisation:
Wish to speak to the submission: No

Counter 15/7

Submission form

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Feedback from this consultation will help determine what a new Deed of Licence will look like for licence holders, and give certainty and clarity to the future of the Upper Selwyn Huts settlement.

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Please include your first and last name on the additional paper.

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All submissions will be considered by Council before making a decision.

Submitter details
Please note: all fields marked with an asterisk (*) are compulsory. These details will be used for the purpose of contacting you about this consultation.

First name* Daryl

Last name* Johnson

Addres [redacted]

Town*

Postco

Contac

Email

Are you submitting on behalf of an organisation?*

☐ Yes ☑ No

If yes, please state the name of the organisation*

Do you wish to attend a hearing to present your submission in person?*

☐ Yes ☑ No

If yes, someone will be in contact with you to arrange the date and time.

What is your connection or interest to Upper Selwyn Huts?

☐ I am a licence holder

☐ I am not a licence holder but live at Upper Selwyn Huts

☑ I have an interest in this area. *Please explain:* friend

☐ Other:

16

Questions

1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

- [x] Fixed term of 5 years
  No renewal.
- [ ] A single fixed term of 30 years
  No renewal.
- [x] Rolling 10-year terms
  with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

The Council is not bound by any finite licence and can grant up to 33yrs and renewable

Do you have any other feedback?

- [ ] Yes
- [ ] No

Please add your comments:

2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

1. **Flooding affecting access:**
   Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.
2. **Destruction of road cutting off vehicle access:**
   A natural event that causes sufficient damage that vehicle access to the settlement is cut off.
3. **Serious harm caused by a flood event:**
   Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

- [x] Yes
- [ ] No

Please explain your reason:

We flood in Leeston on a regular basis and don't get much out.

Are there any additional events that you think should be considered?

- [ ] Yes
- [x] No

Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

It's like the water cut if broken. water across the road will disappear.

3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☑ Yes ☐ No

Please add your comments:

there should not be a bond as no one else in Selwyn has to pay one.

Do you have any other feedback or suggestions on the inclusion of a bond?

☐ Yes ☑ No

Please add your comments:

4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years

☐ Every 3-5 years

☑ Only when there's a complaint or issue raised

☑ Other

Please add your comments:

you are not responsible for the house only the lot.

Do you think the checklist covers the right things?

☐ Yes ☑ No ☐ Not sure

Please specify what you would change:

get rid of all of it.

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

Whatever you do now when you get a complaint.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

6

Submitter Number: 81

Full Name: Loren Braxton
Organisation:
Wish to speak to the submission: No

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counter 16/7

Submission form

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Submitter details

Please note: all fields marked with an asterisk (*) are compulsory. These details will be used for the purpose of contacting you about this consultation.

First name* Laren

Last name* Brandon

Address [redacted]

Town*

Postcod

Contact

Email a

Are you submitting on behalf of an organisation?*

☐ Yes ☑ No

If yes, please state the name of the organisation*

Do you wish to attend a hearing to present your submission in person?*

☐ Yes ☐ No

If yes, someone will be in contact with you to arrange the date and time.

What is your connection or interest to Upper Selwyn Huts?

☑ I am a licence holder

☐ I am not a licence holder but live at Upper Selwyn Huts

☐ I have an interest in this area. *Please explain:*

☐ Other:

6

Questions

1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

- ☐ Fixed term of 5 years
  No renewal.
- ☑ A single fixed term of 30 years
  ~~No~~ renewal.
- ☐ Rolling 10-year terms
  with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

My selection is 30 years with the right to renewal. If the finite term was taken off then we wouldn't have spent 10 years of wasting rates $ and mine.

Do you have any other feedback?

☑ Yes ☐ No

Please add your comments:

I would like you to refer to Claire Kenihan's legal opinion 20.06.25

2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

1. **Flooding affecting access:**
   Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.
2. **Destruction of road cutting off vehicle access:**
   A natural event that causes sufficient damage that vehicle access to the settlement is cut off.
3. **Serious harm caused by a flood event:**
   Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

☑ Yes ☐ No

Please explain your reason:

Flooding that cuts off access is ridiculous. Selwyn floods all over in heavy rain & yet they are allow to live in their homes. We are safer in our homes than we are on the road.

Are there any additional events that you think should be considered?

☑ Yes ☐ No

Please add your comments:

Events should be determined by an independant body, WITHOUT AGENDA;

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

This should only be along the lines of a significal event. large enough to actually cause damage to homes or ...

Don't forget Selwyn Huts has NEVER flooded!

3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☑ Yes ☐ No

Please add your comments:

Optional Only.

Do you have any other feedback or suggestions on the inclusion of a bond?

☑ Yes ☐ No

Please add your comments:

No Bond needed if its renewable.

4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years

☐ Every 3-5 years

☐ Only when there's a complaint or issue raised

☑ Other

Please add your comments:

None - Should be treated the same as everyone else in the district.

Do you think the checklist covers the right things?

☐ Yes ☐ No ☐ Not sure

Please specify what you would change:

Optional Only

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

Respect - and the council should do everything possible to keep people in their own homes.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

External Only - this isn't lawful to enter homes for a lease. Unheard of.

Submitter Number: 82

Full Name: FRANK SHARPE
Organisation:
Wish to speak to the submission: Yes

What is your connection or interest to Upper Selwyn Huts?
I am a licence holder
Other

What is your interest in the area?

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below.
A single fixed term of 30 years (no renewal)
Please explain the reason for your selection:
Residents seek a licence term of 30 years with rights of renewal for further terms of 30 years subject to environmental triggers (specific triggers to be agreed)

Do you have any other feedback on licence terms?
Yes

Please add your comments

Residents seek a licence term of 30 years with rights of renewal for further terms of 30 years subject to environmental triggers (specific triggers to be agreed)

Council have an obligation to protect our hut settlement and promote its social, economic and cultural well-being.

Under the ROLD Act and there is no time limit requirement for licences. The Reserves Act provides for leases and licences to be issued for terms of up to 33 years, with or without a right of renewal

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Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:
The Council's own Jacob's report, states that environmental triggers and thresholds require more scientific investigation and a clear explanation and rationale for the community is needed. This has not yet been done.

Are there any additional events that you think should be considered?
Yes
Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

- Mitigation options or solutions should be explored before considering events that will trigger retreat. Specific triggers listed are inappropriate, vague and open to different interpretations.
- The environmental events leading to an early licence end should only be along the lines of a significant event causing serious damage to homes and people or a

risk of a significant event that cannot be mitigated. If this resulted in confirmation from an independent body, without an agenda, that the USH is permanently uninhabitable, a licence end date could then be discussed.

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
No
Please add your comments
We haven't needed a bond since the settlement was first established. Why now?

Please add your comments:

- Bond details have not been included in consultation documentation. It is difficult to make an informed comment without knowing the facts such as how much, paid over what period, what does the bond cover etc.

Do you have any other feedback or suggestions on the inclusion of a bond?
Yes

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?
Only when there's a complaint or issue raised
Other

Please add your comments:
Does Council subject other settlements to such building inspections without reason?

Do you think the checklist covers the right things?
Not sure
Please specify what you would change

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication

- Support and advice would be helpful from the Council if there are any issues needing attention and a realistic timeframe for repairs is essential.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

I request that the Council encourages homeowners to have a support person with them on the day of the inspection.

This inspection should NOT be a reason to terminate a licence. The Council should be making every effort to keep people in their homes given the current housing shortage and lack of social housing. This is one of the Council’s own Guiding Principles: "Ensuring that no one is made homeless".

Submitter Number: 83

Full Name: Zac Braxton
Organisation:
Wish to speak to the submission: No

Courier 16/7

Submission form

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All submissions will be considered by Council before making a decision.

Submitter details
Please note: all fields marked with an asterisk (*) are compulsory. These details will be used for the purpose of contacting you about this consultation.

First name* Zac

Last name* Braxton

Addres [redacted]

Town*

Postco

Conta

Email

Are you submitting on behalf of an organisation?*

☐ Yes ☑ No

If yes, please state the name of the organisation*

Do you wish to attend a hearing to present your submission in person?*

☐ Yes ☐ No

If yes, someone will be in contact with you to arrange the date and time.

What is your connection or interest to Upper Selwyn Huts?

☑ I am a licence holder

☐ I am not a licence holder but live at Upper Selwyn Huts

☐ I have an interest in this area. *Please explain:*

☐ Other:

Questions

1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

- ☐ Fixed term of 5 years
  No renewal.
- ☐ A single fixed term of 30 years
  No renewal.
- ☐ Rolling 10-year terms
  with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

☑ 30 years AND renewable

Do you have any other feedback?

☑ Yes ☐ No

Please add your comments:

Refer to Claire Lenihan's legal opinion 20-6-25.

2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

1. **Flooding affecting access:**
   Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.
2. **Destruction of road cutting off vehicle access:**
   A natural event that causes sufficient damage that vehicle access to the settlement is cut off.
3. **Serious harm caused by a flood event:**
   Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

☑ Yes ☐ No

Please explain your reason:

All of the above. Only if there is proven a major event happens.

Are there any additional events that you think should be considered?

☐ Yes ☐ No

Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

I would want them to have considered all solutions first Not it flooded down the road for less then 24hours. That seems ridiculous.

3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☑ Yes ☐ No

Please add your comments:

Individuals should have the right to choose.

Do you have any other feedback or suggestions on the inclusion of a bond?

☑ Yes ☐ No

Please add your comments:

The intent should be to those that have paid.

Theres not enough details to see whats really involved.

4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years

☐ Every 3-5 years

☑ Only when there's a complaint or issue raised

☐ Other

Please add your comments:

Optional Only

Do you think the checklist covers the right things?

☐ Yes ☐ No ☑ Not sure

Please specify what you would change:

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

None of the options are prefered. Treat the same everyone else in the district

Submitter Number: 84

Full Name: Wendy Emery
Organisation:
Wish to speak to the submission: No

Counter 16/7

Submission form

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Please include your first and last name on the additional paper.

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All submissions will be considered by Council before making a decision.

Submitter details

Please note: all fields marked with an asterisk (*) are compulsory. These details will be used for the purpose of contacting you about this consultation.

First name* Wendy

Last name* Emery

Addres[redacted]

Town*

Postco

Contac

Email a

Are you [redacted]

☐ Yes ☑ No

If yes, please state the name of the organisation*

Do you wish to attend a hearing to present your submission in person?*

☐ Yes ☐ No

If yes, someone will be in contact with you to arrange the date and time.

What is your connection or interest to Upper Selwyn Huts?

☑ I am a licence holder

☐ I am not a licence holder but live at Upper Selwyn Huts

☐ I have an interest in this area. *Please explain:*

☐ Other:

6

Questions

1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

- [ ] Fixed term of 5 years
  No renewal.
- [ ] A single fixed term of 30 years
  No renewal.
- [ ] Rolling 10-year terms
  with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

[x] 30 30 Years Renable is the best possible outcome.

Do you have any other feedback?

[x] Yes [ ] No

Please add your comments:

It is so wrong of you to expect to shut the community down without a payout for our homes. We need to plan for our futures!

2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

1. **Flooding affecting access:**
   Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.
2. **Destruction of road cutting off vehicle access:**
   A natural event that causes sufficient damage that vehicle access to the settlement is cut off.
3. **Serious harm caused by a flood event:**
   Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

[x] Yes [ ] No

Please explain your reason:

All the triggers listed are inappropriate, to vague & open to different interpretations

Are there any additional events that you think should be considered?

[x] Yes [ ] No

Please add your comments:

To identified by the Councils own Jacobs report. Triggers require more scientific investigation and a better explanation.

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

Consider Solutions First!

3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☑ Yes ☐ No

Please add your comments:

Definitly needs to be made optional. Im quite capable of saving

Do you have any other feedback or suggestions on the inclusion of a bond?

☑ Yes ☐ No

Please add your comments:

I don't see why Council wouldn't cover this cost, after the ~~structure~~ mismanaged situation they caused to start with.

4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years

☐ Every 3-5 years

☑ Only when there's a complaint or issue raised

☐ Other

Please add your comments:

How can you justify treating Selwyn Huts differently to the rest of the district.

Discrimination is unacceptable isn't it!

Do you think the checklist covers the right things?

☐ Yes ☑ No ☐ Not sure

Please specify what you would change:

~~Every effort to~~ Definatly need more details & measurements of what is being checked & what the consequences are if they fail.

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

Mutual timeframe to organise any fix ups. Needs to be reasonable.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

Providing this is only when a complaint or issue. Council needs to allow for a support person.

Submitter Number: 85

Full Name: Faye Risdon
Organisation:
Wish to speak to the submission: No

16/7 counter

Submission form

Selwyn District Council is conducting a public consultation to seek feedback on four terms that are proposed to be included in a new Deed of Licence for Upper Selwyn Huts.

Feedback from this consultation will help determine what a new Deed of Licence will look like for licence holders, and give certainty and clarity to the future of the Upper Selwyn Huts settlement.

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Submitter details

Please note: all fields marked with an asterisk (*) are compulsory. These details will be used for the purpose of contacting you about this consultation.

First name* TIM

Last name* RISDON

Ad[redacted]

To

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Er

Are you submitting on behalf of an organisation?*

☐ Yes ☑ No

If yes, please state the name of the organisation*

Do you wish to attend a hearing to present your submission in person?*

☐ Yes ☑ No

If yes, someone will be in contact with you to arrange the date and time.

What is your connection or interest to Upper Selwyn Huts?

☑ I am a licence holder

☐ I am not a licence holder but live at Upper Selwyn Huts

☐ I have an interest in this area. *Please explain*:

☐ Other:

6

Questions

1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

- ☐ Fixed term of 5 years
  No renewal.
- ☐ A single fixed term of 30 years
  No renewal.
- ☐ Rolling 10-year terms
  with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:
we need A renewal license AND I have not ticked a box AS the choice hasn't covered A Infinite term. SDC has A legal responsibility to protect the historical huts, And these reserve obligations.

Do you have any other feedback?

☑ Yes ☐ No

Please add your comments:
SDC Also needs to consider ANY legal obligations We have low cost housing that works for the community in the event we are forced out where do we go? The problems have been addressed Sewer situation, we MANAge ourselves now in the past quite Adquately.

2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

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   A natural event that causes sufficient damage that vehicle access to the settlement is cut off.
3. **Serious harm caused by a flood event:**
   Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

☑ Yes ☐ No

Please explain your reason:
There is no definite reason that has been addressed. This hasn't been required for 130 years Why is it NOW.

Are there any additional events that you think should be considered?

☐ Yes ☐ No

Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

Definitely a discussion with the community and we feel that we need to be treated fairly and the same as everyone in the district. We are paying for the sewer pipe line and its life span should last 50 years, however you SDC are giving us a limited choice. 5, 10 years

3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☑ Yes ☐ No

Please add your comments:

It is totally unfair to add a extra cost to hut owners under the present economic times.

Do you have any other feedback or suggestions on the inclusion of a bond?

☐ Yes ☐ No

Please add your comments:

Invasion of privacy

4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years

☐ Every 3-5 years

☑ Only when there's a complaint or issue raised

☐ Other

Please add your comments:

Would this happen to your homes? And the inspection should only be of the lot.

Do you think the checklist covers the right things?

☐ Yes ☑ No ☐ Not sure

Please specify what you would change:

Under no expection should this be implemented a total ~~waste~~ waste of tax payers money resources

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

Flooding is a present problem at present through not has never been a issue in all the time I have been a

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

license holder.

Submitter Number: 86

Full Name: Anne de la Cour
Organisation:
Wish to speak to the submission: Yes

19/7/2025 Rolleston Library.

Submission form

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Please include your first and last name on the additional paper.

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All submissions will be considered by Council before making a decision.

Submitter details

Please note: all fields marked with an asterisk (*) are compulsory. These details will be used for the purpose of contacting you about this consultation.

First name* Anne

Last name* de la Cour

[redacted]

Are you submitting on behalf of an organisation?*

☐ Yes ☑ No

If yes, please state the name of the organisation*

Do you wish to attend a hearing to present your submission in person?*

☑ Yes ☐ No

If yes, someone will be in contact with you to arrange the date and time.

What is your connection or interest to Upper Selwyn Huts?

☑ I am a licence holder

☐ I am not a licence holder but live at Upper Selwyn Huts

☑ I have an interest in this area. *Please explain:* 6 Generations of my family have owned or spent time at homes at the Selwyn Huts

☐ Other:

6

Questions

1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

- ☐ **Fixed term of 5 years**
  No renewal
- ☐ **A single fixed term of 30 years**
  No renewal
- ☐ **Rolling 10-year terms**
  with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

I do not agree with any of the options proposed by Council above.
I seek a licence term of 30 years with rights of renewal for further terms of 30 years.

Do you have any other feedback?

☑ Yes ☐ No

Please add your comments:

See attached documentation

2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen:

1. **Flooding affecting access:**
   Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.
2. **Destruction of road cutting off vehicle access:**
   A natural event that causes sufficient damage that vehicle access to the settlement is cut off.
3. **Serious harm caused by a flood event:**
   Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

☑ Yes ☐ No

Please explain your reason:

I do not agree with the options given in this submission document - They are all very subjective + open to interpretation

Are there any additional events that you think should be considered?

☐ Yes ☐ No

Please add your comments:

See attached documentation

SUBMISSION FUTURE DEED OF LICENCE UPPER SELWYN HUTS

1. Licence Term options

I do not agree with any of the options proposed by Council above. I seek a licence term of 30 years with rights of renewal for further terms of 30 years.

Reasons:
The Council has not provided a satisfactory reason for having a finite term to the licence.

Sewage matters have been resolved

The Jacobs report and Aqualinc report have both confirmed that climate change is not an issue

My family have had homes at the Selwyn Huts since the early 1900's and our Deeds of Licence have been renewed for at least 110 years, with the last 30 years in my name.

Our Barrister Clare Lenihan has provided the following legal opinion stating that:

these licences are granted under the Reserves and Other Lands Disposal and Public Bodies Empowering Act 1924 (the **ROLD Act). There is no limit on term under this Act**. The Reserves Act provides for leases and licences to be issues for terms up to 33 years with or without rights of renewal.

The Council does have legal obligations as an administrator of a local purpose reserve for the purpose of hut settlement which includes the notion of community. They have legal obligations to protect and preserve this local purpose reserve and ensure it is used and enjoyed for hut settlement purposes. Other legal obligations also include protecting its historic values; recognising the community's diversity; and promoting the social, economic and cultural well-being of its community, both now and into the future.

My Licences to Occupy have always been quite specific that the reserve is a Local **Purpose (Hut Settlement) Reserve. The Upper Selwyn Huts are one of only a few reserves in New Zealand that were specifically set aside for a hut settlement.**

The Upper Selwyn Huts have been a large part of our family life for over 100 years The area is very special to me and my family. It has significant historic and cultural values that have been nurtured and cultivated over six generations of my family. Over the years my Great Grandfather, Grandfather, Father and Uncles have been involved in the community at the huts. They have worked there, lived there, held positions on the Lake Ellesmere Domain Board, worked as a local acclimatisation ranger for the Selwyn District, supported gala days and other local community events fostering deep connections to nature, family and community. They have been actively engaged in roles to protect and preserve this special area for future generations.

Historically pre 2015 there were only 12 persons plus the caretaker who were allowed to reside permanently at the huts. A person had to own their home for 5 years before they could make application to the Springston South Community Board, latterly the Selwyn District Council for permanent residency. Applicants generally had to wait for a vacancy before being offered a place. In 2015 the Council changed our Deed of Licence to give all licence holders the right to live permanently at the huts "The Licensee may permanently occupy the Lot and reside in the hut in accordance with the terms and conditions of the grant of licence provided in this Licence"

This change to the Deed of Licence by the Council prompted a number of people to move to the Huts and put money in to upgrading their homes. The Council and the District benefited because more people moved to the Selwyn district, the licence fees of all the non permanent licence holders increased by approximately 20% and a number of new resource consents and building consents were issued by Council. House prices increased because people were allowed to live there permanently. Has the Council considered the impact a finite term would have on the community? For example financial loss, physical and mental stress and for some of the community, they may have nowhere to live.

2. Environmental Events for early licence end

I do not agree with the options given in this submission document. The 3 possible events given as options are very subjective and open to interpretation.

In the 130 year history of the huts I am unaware of any event that has prevented access by emergency services.

I have been visiting the Upper Selwyn Huts for 68 years and there has never been a time when the huts have flooded or a time that I or my Father and other family members haven't been able to access our homes at the huts. My Grandad and Father who have both spent a big part of their lives at the huts both said the Upper Selwyn Huts had never flooded and there appears to be no evidence available to suggest otherwise.

Sometimes Days Road floods when the Selwyn River breaks its banks at the dogleg bend by the farm. As appropriate the Council puts up cones and a barrier but as residents we have always been able to access the huts and drive in and out.

I believe the Upper Selwyn Huts should be treated the same as any other area in the Selwyn District that is subject to a serious environmental event. Does Council have a separate district wide plan in place to deal with serious environmental events or does it rely on NZ legislation such as The Civil Defence Emergency Management Act?

As identified by the Jacob's report, commissioned recently by Council, environmental triggers and thresholds would require further scientific investigation.

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

see attached documentation

3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☐ Yes ☐ No

Please add your comments:

I do not agree with the suggestion of a bond payment because I do not agree with a finite term for the Deed of licence as previously stated.

Do you have any other feedback or suggestions on the inclusion of a bond?

☑ Yes ☐ No

Please add your comments:

See attached documentation

4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years

☐ Every 3-5 years

☐ Only when there's a complaint or issue raised

☐ Other

Please add your comments:

None of the above options are preferred

Do you think the checklist covers the right things?

☐ Yes ☑ No ☐ Not sure

Please specify what you would change:

see attached documentation

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

3. Bond requirements

I do not agree with the suggestion of a bond payment because I do not agree with a finite term as previously discussed.

My family have not been asked to pay a bond in the 110 years that we have held a licence at the huts and I see no reason to pay one now. There is adequate provision in the current Deed of Licence for the Licensor to recover costs and expenses 8.6, 8.7, 26.3 to name a few.

4. Building Condition Inspection Programme

None of the options are preferred.

Building Condition inspections should only be conducted when there is a good reason and/or when required under NZ Legislation ,for example applications under the Resource Management Act, building consents under the Building Act or nuisances under the Health Act 1956.

Further to this in my experience as an Environmental Health Officer, Council Officers generally have very limited powers to enter a private dwelling without good reason and appropriate notice and warrants.

The community living at the Selwyn Huts should be treated the same as any other resident living in the Selwyn District.

Does the Selwyn District Council have a building condition inspection regime in place anywhere else in the district? for example the Rakaia Huts or the permanent campers at the Rakaia Huts Camping Ground?

The Deeds of Licence pre 2015 have only been 6 or 7 pages. The Deed of Licence produced by the Selwyn District Council in 2015 was 17 pages. Does the Selwyn District Council need to include items in the Deed that would ordinarily be covered by NZ Legislation, Council Bylaws, District Plan Rules?

18th July 2025

Anne de la Cour

[redacted]

I wish to attend a hearing to present my submission in person.

Submitter Number: 87

Full Name: Calvin PAYNE
Organisation:
Wish to speak to the submission: Yes

What is your connection or interest to Upper Selwyn Huts?

Other
Selwyn ratepayer

What is your interest in the area?

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below.
A single fixed term of 30 years (no renewal)
Please explain the reason for your selection:

Do you have any other feedback on licence terms?
No

Please add your comments

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive

to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:
All three events are very prescriptive, our natural environment is not precise. I agree that some events may require a change of deed. Events could impact any area of Selwyn and a general policy should apply.

Are there any additional events that you think should be considered?
No
Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
Yes
Please add your comments
environmental major event

Please add your comments:

Do you have any other feedback or suggestions on the inclusion of a bond?
No

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?
Only when there's a complaint or issue raised
Other

Please add your comments:

Do you think the checklist covers the right things?
Not sure
Please specify what you would change

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Submitter Number: 88

Full Name: Glenda Dean
Organisation:
Wish to speak to the submission: No

16/17 Counter.

Submission form

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Please note: all fields marked with an asterisk (*) are compulsory. These details will be used for the purpose of contacting you about this consultation.

First name* GLENDA

Last name* DEAN

Address* [redacted]

Town*

Postcode*

Contact n

Email add

Are you submitting on behalf of an organisation?*

☐ Yes ☑ No

If yes, please state the name of the organisation*

Do you wish to attend a hearing to present your submission in person?*

☐ Yes ☑ No

If yes, someone will be in contact with you to arrange the date and time.

What is your connection or interest to Upper Selwyn Huts?

☑ I am a licence holder

☐ I am not a licence holder but live at Upper Selwyn Huts

☐ I have an interest in this area. *Please explain:*

☐ Other:

6

Questions

1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

- [ ] Fixed term of 5 years
  No renewal.
- [ ] A single fixed term of 30 years
  No renewal.
- [ ] Rolling 10-year terms
  with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

Don't agree with above options. We requested a 30 year renewable Licence. These are our HOMES!

Do you have any other feedback?

- [x] Yes
- [ ] No

Please add your comments:

Why can't the Council issue a Renewable Licence?? Our legal opinion suggests you can; and you also have a legal obligation as Administrator to protect and maintain this Special Purpose Reserve for Hut Settlement.

2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

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   A natural event that causes sufficient damage that vehicle access to the settlement is cut off.
3. **Serious harm caused by a flood event:**
   Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

- [x] Yes
- [ ] No

Please explain your reason:

'Flooding' happens everywhere & we know when to leave (but the Huts have NEVER flooded.)

Are there any additional events that you think should be considered?

- [ ] Yes
- [x] No

Please add your comments:

As per the Jacobs Report also more work needs to be done re: 'Triggers'.

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

In a disaster everyone in the wider district (including us) should be treated exactly the same.

3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☐ Yes ☐ No

Please add your comments:

If we are ever forced to leave, the council should cover this cost!

Do you have any other feedback or suggestions on the inclusion of a bond?

☐ Yes ☑ No

Please add your comments:

–

4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years

☐ Every 3-5 years

☑ Only when there's a complaint or issue raised

☐ Other

Please add your comments:

–

Do you think the checklist covers the right things?

☑ Yes ☐ No ☐ Not sure

Please specify what you would change:

–

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

–

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

–

Submitter Number: 89

Full Name: Brad Emery
Organisation:
Wish to speak to the submission: No

Counter 1617.

Submission form

Selwyn District Council is conducting a public consultation to seek feedback on four terms that are proposed to be included in a new Deed of Licence for Upper Selwyn Huts.

Feedback from this consultation will help determine what a new Deed of Licence will look like for licence holders, and give certainty and clarity to the future of the Upper Selwyn Huts settlement.

Please read the consultation document and information available online at **selwyn.govt.nz/USH** before completing your submission.

You can make a submission using this form and dropping of off at a Council Library or Service Centre by 5pm, 21 July 2025. Or you can complete the online submission form at **selwyn.govt.nz/USH**.

Privacy statement

Submissions are part of the public consultation process and are a public record. Anonymous submissions will not be accepted. Submissions including names are published on our website and in official documents so please do not include any personal information in the content of your submission you would prefer to be kept private.

While contact details (address, phone number and email address) are provided to elected members along with your feedback to be considered when making their decisions, contact details will not be made publicly available on the Council's website or official documentation.

If someone requests a copy of submissions through the Local Government Official Information and Meetings Act 1987, name and contact details must be supplied. If you have good reason as to why your personal details and/or feedback should be kept confidential please contact **huts@selwyn.govt.nz** outlining your reasons.

If you need extra space for your submission, or have supporting documentation, you can use additional paper and attach it to this form. If you are using the online submission form you can upload an attachment with your submission.

Please include your first and last name on the additional paper.

Anyone can make a submission. Submissions will only be used for the purpose of this consultation process.

All submissions will be considered by Council before making a decision.

Submitter details

Please note: all fields marked with an asterisk (*) are compulsory. These details will be used for the purpose of contacting you about this consultation.

First name* Brad

Last name* Emery

Addres[redacted]

Town*

Postco

Contac

Email a

Are you

☐ Yes ☑ No

If yes, please state the name of the organisation*

Do you wish to attend a hearing to present your submission in person?*

☐ Yes ☐ No

If yes, someone will be in contact with you to arrange the date and time.

What is your connection or interest to Upper Selwyn Huts?

☐ I am a licence holder

☑ I am not a licence holder but live at Upper Selwyn Huts

☐ I have an interest in this area. *Please explain:*

☐ Other:

Questions

1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

- [ ] Fixed term of 5 years
  No renewal.
- [x] A single fixed term of 30 years
  ~~No~~ renewal.
- [ ] Rolling 10-year terms
  with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

Please remove finite or non renewable. This has been proven to be exceptable & council is still not listening. This would solve all problems that was created by Council.

Do you have any other feedback?

- [x] Yes
- [ ] No

Please add your comments:

Refer to Claire Lenihan's Opinion 20-6-25

2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

1. **Flooding affecting access:**
   Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.
2. **Destruction of road cutting off vehicle access:**
   A natural event that causes sufficient damage that vehicle access to the settlement is cut off.
3. **Serious harm caused by a flood event:**
   Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

- [x] Yes
- [ ] No

Please explain your reason:

All these give the Council power to terminate licences unnecessarily. Selwyn Huts has never flooded.

Are there any additional events that you think should be considered?

- [x] Yes
- [ ] No

Please add your comments:

An independent company, separate to Council to look at Selwyn Huts to determine if its uninhabitable or if there was a large event. Not just the ones in flood.

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

Solutions would need to be discussed.

3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☑ Yes ☐ No

Please add your comments:

Optional Only as its just another cost, however this is not necessary if licence is renewable.

Do you have any other feedback or suggestions on the inclusion of a bond?

☑ Yes ☐ No

Please add your comments:

If bond is included. How much? Paid over what period? What does this cover? Alot more discussion is needed.

4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years

☐ Every 3-5 years

☐ Only when there's a complaint or issue raised

☑ Other

Please add your comments:

Should be treated the same as everyone in the district.

Optional Only.

Do you think the checklist covers the right things?

☐ Yes ☐ No ☑ Not sure

Please specify what you would change:

Definitly external Only!

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

Open Communication would be paramount.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

Ensuring no one is made Homeless is one of the Councils guiding principals

Not a reason to terminate a licence.

Submitter Number: 90

Full Name: Clare Ryan
Organisation:
Wish to speak to the submission: Yes

What is your connection or interest to Upper Selwyn Huts?
I am a licence holder
Other

What is your interest in the area?

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below.

Please explain the reason for your selection:

Do you have any other feedback on licence terms?
Yes

Please add your comments

Residents seek a licence term of 30 years with the rights of renewal for further terms of 30 years subject to environmental triggers (specific triggers to be agreed).

our Barrister, Clare Lenihan's updated Opinion dated 20 June 2025, which concludes:

- Legal Obligations: Council's role is administrator of a local purpose reserve for the purpose of hut settlement which includes the notion of community. They have legal obligations to protect and preserve this local purpose reserve and ensure it is used and enjoyed for hut settlement purposes. Other legal obligations

also include protecting its historic values; recognising the community's diversity; and promoting the social, economic and cultural well-being of its community, both now and into the future.

- Licence Term: The Council is not bound by any finite licence term and can grant a licence for more than one term of 33 years under the ROLD Act 1924 or the Reserves Act 1977. They are also not bound by their 2019 resolution that hut licences are short term and ultimately finite.

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:

Selwyn Huts is on a slight rise on a huge flat plain, flooding that causes roads across more than 30 000 hectares of land occurs when Te Waihora is not able to be opened. When houses in Selwyn Huts are flooded, Lincoln township and Leeston will be under water since they are the same elevation. Selwyn Huts buildings survived earthquakes and floods since 1895, it seems unlikely and silly to attach a clause that will make an exception for our community. Does anyone evacuate Arthurs Pass when snow or slips close the road? There is no steep hillside to fall on the huts, there is a river and a floodbank and the aforesaid 30 000 hectares of lower lying land to fill up with water before the Huts are affected - Emergency Services access is not the problem here: it is a punitive clause that should be dropped. Emergency Services have all the Legal powers they need to evacuate a township, leave them to their business.

Are there any additional events that you think should be considered?
Yes
Please add your comments:

As identified by the Council's own Jacob's report, environmental triggers and thresholds require more scientific investigation and a clear explanation and rationale for the community is needed. This has not yet been done.

- Mitigation options or solutions should be explored before considering events that will trigger retreat. Specific triggers listed are inappropriate, vague and open to different interpretations. This gives the Council power to terminate licences unnecessarily.
- Reference to environmental events leading to an early licence end should only be along the lines of a significant event causing serious damage to homes and people or a risk of a significant event that cannot be mitigated. If this resulted in confirmation from an independent body, without an agenda, that the USH is permanently uninhabitable, a licence end date could then be discussed.

If one of these events were to happen, what would you want Council to consider when deciding what happens next?
The same consideration that occurs in neighbourhoods where people have freehold title. There is no difference to the experience and consequences for people at Selwyn Huts vs people in Arthurs Pass or Leeston or Springfield - if infrastructure fails to protect places where people live then Council has to consider all options: making people homeless and lose all equity in their properties is not on the list of normal first options. Karekare Beach in Auckland has terrible road access through steep country that was closed for weeks after Cyclone Gabriel and substantial numbers of slips in the village took out parts of houses and backyards - that is a realistic context for discussing managed retreat.

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
Yes
Please add your comments
There is no requirement in law for an end of licence term, therefore a bond is not relevant. If there were a wider land use practice of charging a bond for example a bond

on requiring farmers to return water quality that entered their farm to the same standard as it exited their farm, or a bond to require forestry block owners to remove all slash prior to replanting or sale then a bond on the Selwyn Huts would have some relevancy and merit. The principle that future generations should not have to pay for the clean up of current generations applies to leasehold and private ownership. But if private ownership gets a free pass then it is unreasonable to impose a charge on leasehold occupiers.

Please add your comments:
When the SDC starts building new community housing for low income people in the Selwyn District then there will be an opportunity for imposing bonds for whatever SDC wants to. In the meantime, the Selwyn Huts Community expects to be around for the foreseeable future, if there is another reason that the SDC needs to get rid of the Selwyn huts it would be very helpful to hear that directly.

Do you have any other feedback or suggestions on the inclusion of a bond?
Yes

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?

Other

Please add your comments:

Several things at issue: these Huts and the whole Hut aesthetic is culturally and historically significant in a district that is swallowing up land and old established communities with brand new buildings and people. Trying to impose modern building standards is an effective way to destroy what makes the Huts unique and special. These Huts have been through lots of earthquakes and are still standing. The Huts are small, they are easy to keep warm, they have a charm and quirkiness that would cost an absolute fortune if they had been built at a time that required consent. Why would you want to wreck that charm?

Do you think the checklist covers the right things?
Not sure
Please specify what you would change
The requirement to have clearance above ground level is potentially an issue if inspectors are going to take one look at the front door and say the building doesn't meet the standards - some huts have had a lot of gravel added around the hut over the years and there is plenty of clearance under the floorboards - just not at the front door. Issues like this in the checklist make me worry the checklist will be used in a punitive way. I guess the checklist has to have a reason, a purpose: is it safety? is it compliance with modern building standards? is it a way to punish Hut Owners? Can we agree at the start that compliance with modern building standards is going to be a non starter? Doors will be too narrow, ceilings too low, wiring will be to old, every hut except the new ones will have some quirk. In common with most houses in the Selwyn District that are still lived in and are over 70 years old - will you require a checklist for them as well?

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication
What I expect is a punishing letter that threatens my existence, that gives me 30 days to remedy the situation or face cancellation of my lease, that promises me that my hut will be destroyed at my expense unless I remove it from the site within 60 days and that I can appeal to the District Court for a stay of proceedings if I choose to. Thats what I expect based on previous experience with Selwyn District Council. What I would hope for is an onsite meeting with a qualified building inspector (who actually knows how to build - not how to check for compliance to a code) to discuss how to remedy the issue in a way that honours the building, is fair and ensures safety and acknowledges the ability of the hut owner to comply within a fair period of time.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?
Inspectors could slap red and yellow stickers on all the huts and empty the community out overnight. That would be a Council solution. The Council owns the land, but not the buildings, so at least 24hrs notice is required to inspect the sections, but I don't see how inspections can be mandated on the huts in a legal way unless someone has applied for consent and the inspectors turn up to sign off on the consent. If Huts are in good condition does that imply they were altered without consent? If they are in poor condition does that mean they fail inspection? Is there any way out of that dilemma? There needs to be a pathway through that preserves the appeal of the huts without criminalizing owners.

Submission to Selwyn District Council regarding new Deed of Licence

I have been submitting to SDC since 2017 on this matter! It is not fair, it is not reasonable and I am sick of it. I have said the same thing over and over and over again.

The Huts is a sustainable, successful small community of mostly low income people who have found a safe and supportive and affordable place to live in a district that is growing so fast and is so expensive that affordable housing is a rare and precious thing.

And SDC has been working hard for nearly 10 years to find a way to get rid of Selwyn Huts.

And this latest consultation is full of yet more potential loopholes that will give the Council a way to cancel leases.

Just take a deep breath, accept reality, agree that Selwyn Huts is actually great, an asset to Selwyn and worth preserving. Then do the decent thing and be fair and reasonable and listen to what we have been saying since 2017.

We haven’t been unreasonable!

Regards
Clare Ryan

Submitter Number: 91

Full Name: David Perano
Organisation:
Wish to speak to the submission: No

16/7 Counter -

Submission form

Selwyn District Council is conducting a public consultation to seek feedback on four terms that are proposed to be included in a new Deed of Licence for Upper Selwyn Huts.

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All submissions will be considered by Council before making a decision.

Submitter details

Please note: all fields marked with an asterisk (*) are compulsory. These details will be used for the purpose of contacting you about this consultation.

First name* DAVID

Last name* PERANO

[redacted]

Are you submitting on behalf of an organisation?*

☐ Yes ☑ No

If yes, please state the name of the organisation*

Do you wish to attend a hearing to present your submission in person?*

☐ Yes ☑ No

If yes, someone will be in contact with you to arrange the date and time.

What is your connection or interest to Upper Selwyn Huts?

☐ I am a licence holder

☐ I am not a licence holder but live at Upper Selwyn Huts

☑ I have an interest in this area. *Please explain:* HOME WIFES FAMILY OWNS A [redacted]

☐ Other: AT THE HUTS

6

Questions

1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

- ☐ Fixed term of 5 years
  No renewal.
- ☐ A single fixed term of 30 years
  No renewal.
- ☐ Rolling 10-year terms
  with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

NONE OF THESE ARE ACCEPTABLE. THERE IS NO LOGICAL REASON TO HAVE A FINITE TERM.

Do you have any other feedback?

☑ Yes ☐ No

Please add your comments:

COUNCIL HAS NEVER GIVEN AN ACCEPTABLE REASON FOR REMOVING THE SELWYN HUTS. THERE APPEARS TO BE AN UNDERHAND DEAL BEING MADE WITH A THIRD PARTY.

2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

1. **Flooding affecting access:**
   Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.
2. **Destruction of road cutting off vehicle access:**
   A natural event that causes sufficient damage that vehicle access to the settlement is cut off.
3. **Serious harm caused by a flood event:**
   Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

☑ Yes ☐ No

Please explain your reason:

EMERGENCY ACCESS IS ALWAYS AVAILABLE I.E. BOAT, HELICOPTER, UNIMOG.

Are there any additional events that you think should be considered?

☐ Yes ☑ No

Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

LET THE WATER DRAIN OF & THEN CHECK/REPAIR DAMAGE AS YOU WOULD IN ANY OTHER AREA.

3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☑ Yes ☐ No

Please add your comments:

COUNCIL DOES NOT HAVE ANY RIGHT TO CHARGE A BOND

Do you have any other feedback or suggestions on the inclusion of a bond?

☐ Yes ☑ No

Please add your comments:

ALMOST CERTAINLY A BOND IS AGAINST HUMAN RIGHTS.

4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years

☐ Every 3-5 years

☐ Only when there's a complaint or issue raised

☑ Other

Please add your comments:

COUNCIL HAS NO RIGHT TO ENTER A PRIVATE DWELLING.

Do you think the checklist covers the right things?

☐ Yes ☑ No ☐ Not sure

Please specify what you would change:

THE RESIDENTS HAVE NEVER BEEN PROPERLY CONSULTED.

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

NO INSPECTION - NO ISSUES.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

NO INSPECTION - NO ISSUES

Submitter Number: 92

Full Name: Samuel Wilshire
Organisation:
Wish to speak to the submission: Yes

What is your connection or interest to Upper Selwyn Huts?
I have an interest in the area
Other

What is your interest in the area?

I have an interest in all of Selwyn, especially when council use their power to bully residents out of their homes.
I love the small tight knit community that is the Upper Selwyn Huts.
to let this community fade away would be a significant loss culturally and historically to Selwyn.

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below.
Rolling 10-year terms (with the ability to renew, up to a maximum of 30 years total, i.e. 10 + 10 + 10 years)
Please explain the reason for your selection:

I selected the 30 year option as this again is predetermination from council, all hugely expensive reports have shown there is no flooding risk until 2082.

how dare you Selwyn use a consultation to undermine our community voice and these peoples freedoms, you should hang your head in shame

this isn’t representative of the people’s wishes but your own shame in you Selwyn and any councillors who support this decision

let people live their lives

Do you have any other feedback on licence terms?
Yes

Please add your comments

your reasoning for the 30 year term isn’t warranted, supported by fact or even reasonable. I wish council could be honest with their intentions and reasoning to evict these people.

you’ve spent quarter a million dollars trying to find a good enough excuse to kick them out and it’s still fallen significantly short.

Roll on the elections

those with predetermination might want to find other employment as this is unethical, gross misconduct and disregard of delegated authority

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Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period*

2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
No
Please explain your reason:

would you do this for all the new developments that are flooding? What about areas of flooding that have been flooding for decades with no help from council?
this is a great excuse for SDC to evict people by simply not maintaining access.

Think of how many other areas of Selwyn have flooding issues, are you going to condemn all their homes? Its underhanded and dirty what SDC is proposing, Id expect this from a multi national corporate entity but not the community I greed up in.

find a better heading your moral compass is putting at the mud

---

Are there any additional events that you think should be considered?
No
Please add your comments:

Council doesn't need anymore excuses to bulky the USH

They pay a higher charge for sewer than anywhere else, they pay license fees and rates onto. Selwyn needs to find a new hobby other than extortion and abuse of power

get better soon Selwyn

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

A longer term for the residents. Not a shorter one.

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
No
Please add your comments

council has taken enough, if they didn't use licence fees accordingly and put them away then that's poor management, council shouldn't be making claims like they can remediate anything when the Leeston library should be a clear indicator of their abilities.

There won't be any need for remediation of land given the Huts aren't going anywhere, let people live out their lives in peace, the mental fatigue this must have taken in these people would be immense, I'd be happy to take senior staff for a tour and have them tell the people why they want then gone, face to face, look them in the eye instead of using baited questions in a predetermined consultation.

Please add your comments:

how would you, councillors and staff feel reading this consultation and it was your family home you grew up in?
how would you feel reading this knowing your grandparents would have to walk away from decades of building their lives there?
how would you feel knowing that you didn't speak up, you didn't take time to advocate for David in his fight against Goliath?

Don't make any decision lightly, push for this be reviewed after the election for many of you it wont be your problem soon.

we can make amendments that would limit the damage and cost to ratepayers if the right to occupy extended past the 30 year time frame

this conversation doesn't need to be finalised now

Do you have any other feedback or suggestions on the inclusion of a bond?
Yes

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?
Only when there's a complaint or issue raised
Other

Please add your comments:
as for any other building in Selwyn only when a complaint is issued, even then we must insure that the reasoning for the issue isn't malicious or with alterative intent as outlaid in the dangerous or insanitary buildings policy

---

Do you think the checklist covers the right things?
No
Please specify what you would change

The check list is to target people not ensure safety, dangerous goods is a fair statement, but at what limitation? Is paint dangerous?
what about a fuel can?
how about washing powder or dishwashing liquid?

the checklist would imply its up to the inspectors discretion.

I find the list to be a tool for the council's predetermined and wanted outcome not for the betterment of the Upper Selwyn Huts or Selwyn as a whole.

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication

the same requirements as outlaid in the dangerous and insanitary building's policy.

all these buildings carry historical significance now since the hearing of DIB policy and should be treated as of historical importance accordingly (those councillors who didn't watch the hearing and deliberations might want to 🙂)

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Given time to remediate, and Residents should have the option to contest and gain a second opinion of their choosing.

Submitter Number: 93

Full Name: Barry Mackenzie
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?
I have an interest in the area
Other

What is your interest in the area?
As a potential At Large Councillor I have a district wide view as to how this issue is progressed

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below.
Rolling 10-year terms (with the ability to renew, up to a maximum of 30 years total, i.e. 10 + 10 + 10 years)
Please explain the reason for your selection:
The indications are from the Climate Assessment report, that 2050 is likely to be the trigger when inundation will occur

Do you have any other feedback on licence terms?
Yes

Please add your comments
a fixed term of 25 years, no renewal subject to inundation.

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
No
Please explain your reason:
All these are sensible risk management drivers that are measurable.

Are there any additional events that you think should be considered?
No
Please add your comments:
Average sea level or groundwater level change at or beyond the modelled scenario at 88%

If one of these events were to happen, what would you want Council to consider when deciding what happens next?
The social impact of mass retreat. This should be in concert with Central Govt.

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
Yes
Please add your comments
If the dwelling is relocatable there should be a minimum or reduced bond.

Please add your comments:

Do you have any other feedback or suggestions on the inclusion of a bond?
No

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?
Every 3-5 years
Other

Please add your comments:
Initially, all buildings should be inspected and notice to improve issued where appropriate. This should include outbuildings.

Do you think the checklist covers the right things?
No
Please specify what you would change
Electrical and Fire Safety should be included.

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication
Notice to fix. Timeline for this to occur. H&S issues need short timelines, eg Sanitation and Electrical safety.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?
Inspections need to be by 2 people with personal cameras for safety.

Submitter Number: 94

Full Name: Lisa Mayer
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?

Other
My family has a hut at the Upper Selwyn Huts

What is your interest in the area?

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below.

Please explain the reason for your selection:

Do you have any other feedback on licence terms?
Yes

Please add your comments

I respectfully submit the following points in response to the proposed finite term of the licence:

1. **Legal Basis for a Renewable Licence**
   The Community are in possession of a barrister's legal opinion which confirms that the Council has the authority under the relevant legislation to issue a *renewable* licence. There is therefore no legal barrier to adopting a longer-term or renewable arrangement in this case.

2. **Council’s Statutory Obligation**
   As the administering body of a Local Purpose Reserve, the Council has a statutory obligation to **preserve and maintain** the land in question. Current management practices fall short of this obligation, and it is unclear how the imposition of a finite licence term aligns with or supports the fulfilment of these statutory duties.
3. **Absence of Environmental or Flooding Risks**
   There is no record of flooding on this site, and no identified environmental risks that would justify limiting the licence term. In the absence of such concerns, a finite term appears to be arbitrary and not grounded in any site-specific risk or ecological rationale.
4. **Lack of Evidence Supporting Finite Term**
   To date, the Council has not provided any clear or robust evidence that justifies the imposition of a finite licence term. Without such substantiation, the rationale for rejecting a renewable licence model remains unconvincing and unsupported.

The Community request that the Council reconsider the position and move to issue a renewable licence of 30 years in accordance with its legal powers and obligations, and in the absence of compelling reasons to do otherwise.

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:

Are there any additional events that you think should be considered?

Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?

Other

Please add your comments:

Council's Authority Extends to the Land, Not the Buildings
It is important to recognise that the **Council is the administrator of the land**, not the owner of the buildings. The huts or baches situated on the land are **privately owned by the licence holders**. As such, **the Council's inspection rights should be limited strictly to the land itself**, except in circumstances where there is **justified concern under relevant health or safety legislation**.

Inspections Should Be Trigger-Based, Not Routine
Routine or blanket inspections of private dwellings — without a clear, evidence-based trigger — **undermine property rights and personal privacy**. Building inspections should only be permitted where there is:

- A legitimate concern regarding **insanitary or unsafe conditions**;
- A formal complaint or **risk-based trigger**;
- A process that respects the rights of the licence holder, including prior notification and consent.

This should not be a reason to terminate a license as rules that apply District wide would be in effect here.

Do you think the checklist covers the right things?

Please specify what you would change

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication
Support and a mutually agreed timeframe to address issues on the lot.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?
This community should be supported to remain in their homes.

Submitter Number: 95

Full Name: Sam Carrick
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?
I have an interest in the area
Other

What is your interest in the area?
I have previously owned a hut and lived for a period of time in the huts settlement. I have also lived in the Greenpark area, our children also went to Greenpark School.

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below.

Please explain the reason for your selection:

Do you have any other feedback on licence terms?
Yes

Please add your comments

All options presented are non-renewable, and no reason or justification is provided, and appear to be in conflict with previous license terms. I do not support any of the options put forward in this consultation by Selwyn District Council.

I support the recommendation by the Barrister for the Selwyn Huts Owners Association, Claire Lenihan, in her written letter to Selwyn District Council on 20 June 2025. Based on this recommendation I support Selwyn Huts residents having a license term of 30

years with the rights of renewal for further terms of 30 years, subject to environmental triggers (with specific triggers to be agreed)

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:

Options 1 and 2 are just ridiculous and set a unacceptable precedence for the communities of Selwyn. Would the same rationale be applied to other communities in the district that may be affected by flood events? Are you planning to apply the same rationale to Leeston, Doyleston or Taitapu - a townships that have a history and future possibility of temporary access limitations due to road flooding. Having access disrupted by flooding is not a uncommon event, but is not a valid reason to automatically deem a township unsafe or too expensive. I find it hard to believe that Days road to the upper Huts would be permanently destroyed by a breach of the Selwyn River stopbank - yes fllodwater may spread out over this area, but because of the flat topography I'd think it would have plenty of space to spread out and loose energy.

Option 3 is always a possibility in any township, but where is the precedence that warrants abandoning a town affected by flooding because a person was harmed or died?. As above, would Selwyn District Council apply the same logic to other towns in the District?

Are there any additional events that you think should be considered?
Yes
Please add your comments:
Where are the independent reports on risks that ratepayers can consult? It is very hard to make comment without these independent risk assessments. There needs to be a damage threshold to homes and risk to life that is agreed with the Hut owners. Then events can be assessed against this threshold as the basis for determining if the huts should stay or be repaired.

If one of these events were to happen, what would you want Council to consider when deciding what happens next?
Any decisions need to be done in close consultation with the Huts Community - decisions need to be community led.

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

Please add your comments

Please add your comments:
No information is provided on what a bond system would look like, how much. A one-off upfront payment would be tough for anyone, but perhaps a targeted rate that incrementally builds up a bond fund over a period of say 15 years? Eitherway, this needs to be agreed in consultation with the Huts owners in a open and transparent approach.

Do you have any other feedback or suggestions on the inclusion of a bond?
Yes

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?

Other

Please add your comments:
I disagree with all of the options above. Why just target this one community? Is Selwyn Council intending to apply the same rules to all houses in the District? Is this legal? - if so, it should be explained to all households in the District, particularly what situations would trigger council inspection

Do you think the checklist covers the right things?
Not sure
Please specify what you would change
As above, is this something that council intends to apply district wide? Its a hefty checklist, that I imagine would come with a reasonable fee

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication
This can't be used a 'trogan horse' means by which the council can use as an excuse to start cancelling licenses.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?
I would expect some national direction and a nationally consistent approach here, not just an approach made up by Selwyn Council to specifically target this one community. Where else is this approach applied across NZ, and what is the rationale /process that determines when a council can justify starting regular inspections of a communities houses.

Submitter Number: 96

Full Name: Alastair King
Organisation:
Wish to speak to the submission: Yes

What is your connection or interest to Upper Selwyn Huts?
I have an interest in the area
Other

What is your interest in the area?
I know individuals living at and close to the Selwyn Huts and I have a similar council policy issue caused by Climate Change narrative and Pseudoscience.

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below.

Please explain the reason for your selection:

Do you have any other feedback on licence terms?
Yes

Please add your comments
Why does this form only give limited term options.... There should be no requirement for a fixed duration and there never has been a requirement. Be open and transparent and come out with the actual SDC agenda.

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:
You are talking about something that MIGHT happen in the future. What you have put the residents through is worse than any flood or access limitations and is best described as bullying. You know there is not immediate danger to the community and why was the funds you have spent fighting the huts residents not been use for practical mitigation measures, like raising the access road level or bolstering the stop banks beside the community. Come on , tell us your real agenda.

Are there any additional events that you think should be considered?
No
Please add your comments:
SDC is obsessed with things that might happen despite evidence to the contrary. Stick to the basics and take control of your spending. Consider a real event where the actual reason behind the bullying, to remove or create a fixed term, is leaked out and staff at SDC become personally liable.

If one of these events were to happen, what would you want Council to consider when deciding what happens next?
It's blatantly obvious that these questions are rigged in favor of SDC coming up with the response desired. I think the council staff should consider a major sdc restructure where each individual has to re-apply for their job. Any staff member caught up in this hidden agenda, and others, should be let go.

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?
Yes
Please add your comments
Yes, in every situation a bond should not apply, stop bullying the residents and spending our rate funds on ridiculous situations like the one you have created here.

Please add your comments:
DON'T!!!!

Do you have any other feedback or suggestions on the inclusion of a bond?
Yes

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?

Other
Only if multiple complaints are raised otherwise stay out of it.

Please add your comments:
Only if multiple complaints are raised otherwise stay out of it and stick to your knitting.

Do you think the checklist covers the right things?
No
Please specify what you would change
why waste time and money on this, stick to the basics. There are already common standards that are applicable.

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication
HELP THEM!!! STOP FORCING COMPLIANCE AND LOOK FOR SOLUTONS BEFORE THE WHEELS FALL OF YOUR ORGANSATION.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?
LOOK FOR SOLUTIONS.

Submitter Number: 97

Full Name: Dianne Downward
Organisation:
Wish to speak to the submission: No

What is your connection or interest to Upper Selwyn Huts?
I have an interest in the area
Other

What is your interest in the area?

Council is seeking feedback on three different options for how long future licences should last.

Please select your preferred licence term from the options below.

Please explain the reason for your selection:

Do you have any other feedback on licence terms?
Yes

Please add your comments

The Selwyn Huts are an historic collection of dwellings in a part of Selwyn that is rarely visited by other residents. It's a close knit community of some of our most economically vulnerable in society and yet many have created incredibly beautiful homes.

As a unique, historical place, the Selwyn Huts should be protected not given a time limit. The people living there should be supported and encouraged to stay there as 1) we have a housing shortage of low cost, affordable housing 2) living at the huts relieves the stress on social housing and other social services.

No, the residents should not pay a bond to return the place to as it was before their ancestors built dwellings and began to live there, as already stated this is historical and should be maintained (at the hut owners expense) not have a plan for it's demolition. No homeowner pays a bond to restore the land to the way it was before they build a home and lived there. Asking for a bond from the economically vulnerable is shameful, heartless and completely unnecessary as well not being equitable with the way other homeowners are treated.

During the last big rain event in the beginning of May,2025, other places around the district flooded but not the Huts. I suggest resources need to be put into those areas that actually flooded to fulfil your goal '*to protect people, public land and infrastructure – including meeting modern health and safety standards '*. Focussing on these areas that actually flood is a far more '*Equitable management of resources giving community benefits for all Selwyn residents and ratepayers.'*

One of your questions is *'Whether a serious environmental event should end a licence term early* '. I ask you what constitutes a serious environmental event? Who gets to judge this? In May the Mayor was in a panic trying to get the residents of the Huts to evacuate, not seeming to care about those that actually had issues with flooding, by not opening the lake before the predicted rain came. If there is a serious environmental event that effects the health and well being of the residents, I am sure they will willingly move. The SDC doesn't need to predetermine what is a serious event, we live in a democracy where people have rights to jump out of a plane (sky dive), jump off a bridge tied to elastic (bungy jump) and many other risky activities. We also have the right to determine the level of risk we accept in the places we live whether it's by the sea (sea level rise), on the mountains (land slips), next to or near a river (flooding), on the flat (flooding) and ALL have the very real risk of Earth Quakes in all of New Zealand.

Another question: *'How Council should undertake a condition inspection programme to assess the condition and safety of huts and associated structures...'* This is a waste of time and ratepayers money as nature has already tested the safety of the Huts through the EQ's and rain events. The council owns the land and the individuals own the Huts, therefore it is **their** responsibility for their own safety not the councils. The council does not inspect every dwelling in other parts of the district so this type of inspection is not equitable with what happens throughout the district.

It is also disputable if this should be something SDC addresses or an ECAN responsibility as they are responsible for many building consents. Again, whatever happens with the Huts should apply with ALL the dwellings and associated structures throughout Selwyn, the Huts shouldn't be singled out.

The area where the Huts are located is rarely visited by other residents, the Hut community is concerned with the environment and the issue with sewage has been addressed by SDC with new pipes out to the area as they provide to other areas.

There is no good reason to move the Selwyn Hut owners from their homes. They are a small close knit community separated from the majority of other SDC residence and not asking for special treatment only to be allowed to live in peace.

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

* Cut off vehicle access means where emergency services cannot reach the area.

Are there any of the proposed events you disagree with?
Yes
Please explain your reason:

The Hut owners are well aware of the risks living where they do and take responsibility for their own safety. SDC needs to look to protecting people in the places that actually flood like Leeston and surrounding areas.

If the risks become too great they will move without being forced to move.

Does SDC have affordable homes for the people here and elsewhere to move into that is in an area that has no risks?

Are the people who live in the Huts more free from risk if they become homeless?

Are there any additional events that you think should be considered?
Yes
Please add your comments:
AF8 is a risk for ALL who live in the south island, yet people decide to live here. Why single out the Hut owners for this unfair treatment?

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

When the AF8 occurs there will be many people not only in the huts, that will be cut off from emergency services and others within the community.

I believe the Hut owners are well aware of the risks they face living there, and are possibly more aware of risks we all face such as the AF8. It is their choice and responsibility in deciding where they can live. Does SDC have affordable homes available for these people to move into that are free from any and all risks?

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

Yes
Please add your comments
The Hut owners should be treated the same as other home owners who are not required to have a bond to return the land to the way it was before they lived there.

Please add your comments:

Do you have any other feedback or suggestions on the inclusion of a bond?
No

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the Building Condition Inspection Checklist here. Please review the checklist and provide your feedback to the following questions.

How often do you think building inspections should occur?
Only when there's a complaint or issue raised
Other

Please add your comments:

Do you think the checklist covers the right things?
Not sure
Please specify what you would change

If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Submitter Number: 98

Full Name: Erika Koderich
Organisation:
Wish to speak to the submission: No

Courier 16/7

Submission form

Selwyn District Council is conducting a public consultation to seek feedback on four terms that are proposed to be included in a new Deed of Licence for Upper Selwyn Huts.

Feedback from this consultation will help determine what a new Deed of Licence will look like for licence holders, and give certainty and clarity to the future of the Upper Selwyn Huts settlement.

Please read the consultation document and information available online at **selwyn.govt.nz/USH** before completing your submission.

You can make a submission using this form and dropping of off at a Council Library or Service Centre by 5pm, 21 July 2025. Or you can complete the online submission form at **selwyn.govt.nz/USH**.

Privacy statement

Submissions are part of the public consultation process and are a public record. Anonymous submissions will not be accepted. Submissions including names are published on our website and in official documents so please do not include any personal information in the content of your submission you would prefer to be kept private.

While contact details (address, phone number and email address) are provided to elected members along with your feedback to be considered when making their decisions, contact details will not be made publicly available on the Council's website or official documentation.

If someone requests a copy of submissions through the Local Government Official Information and Meetings Act 1987, name and contact details must be supplied. If you have good reason as to why your personal details and/or feedback should be kept confidential please contact **huts@selwyn.govt.nz** outlining your reasons.

If you need extra space for your submission, or have supporting documentation, you can use additional paper and attach it to this form. If you are using the online submission form you can upload an attachment with your submission.

Please include your first and last name on the additional paper.

Anyone can make a submission. Submissions will only be used for the purpose of this consultation process.

All submissions will be considered by Council before making a decision.

Submitter details

Please note: all fields marked with an asterisk (*) are compulsory. These details will be used for the purpose of contacting you about this consultation.

First name* ERIKA

Last name* KODERICH

[redacted]

Are you submitting on behalf of an organisation?*

☐ Yes ☑ No

If yes, please state the name of the organisation*

Do you wish to attend a hearing to present your submission in person?*

☐ Yes ☑ No

If yes, someone will be in contact with you to arrange the date and time.

What is your connection or interest to Upper Selwyn Huts?

☑ I am a licence holder

☐ I am not a licence holder but live at Upper Selwyn Huts

☐ I have an interest in this area. *Please explain:*

☐ Other:

Questions

1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

☐ ~~Fixed term of 5 years~~ Ek
No renewal.

☐ ~~A single fixed term of 30 years~~ Ek
No renewal.

☐ ~~Rolling 10-year terms~~ Ek
with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:
I seek a licence term of 30yrs with the rights of renewal for a further 30yrs subject to enviromental triggers.

Do you have any other feedback?

☑ Yes ☐ No

Please add your comments:
With council not being transparent with the reasoning they want us gone & not stating their plans for the upper selwyn huts, I do not believe there is cause for us to be pushed out. Climate change is no longer an issue as proven to yourselves.

2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

1. ~~**Flooding affecting access:**~~ Ek
   Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.
2. ~~**Destruction of road cutting off**~~ Ek
   vehicle access:
   A natural event that causes sufficient damage that vehicle access to the settlement is cut off.
3. ~~**Serious harm caused by a flood event:**~~ Ek
   Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

☑ Yes ☐ No

Please explain your reason:
As identified by council's own Jacob report. Triggers require more scinentific investigation. The above are to vague & need more specific outcomes. These can be interperated in different ways to the reader.

Are there any additional events that you think should be considered?

☐ Yes ☐ No

Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☑ Yes ☐ No

Please add your comments:

Why would I want additional costs at a time when our costs are possibly rising significantly. It also has not been required for 130yrs... So no!

Do you have any other feedback or suggestions on the inclusion of a bond?

☑ Yes ☐ No

Please add your comments:

Why would I pay money into an account where it sits incuring interest of a period that is not in my account. So Council will be benifiting from Hut residents??
This does not make Sense!

4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years

☐ Every 3-5 years

☑ Only when there's a complaint or issue raised

☐ Other

Please add your comments:

I should be treated the same as anyone in the Selwyn district.

Do you think the checklist covers the right things?

☐ Yes ☑ No ☐ Not sure

Please specify what you would change:

It is pretty obvious what Huts have issues if you walk around. These are the only ones that need inspections

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

Return this form by:

Dropping it off with our Customer Service Teams at:

- **Council Rolleston Offices,** 2 Norman Kirk Drive, Rolleston
- **Te Ara Ātea,** 56 Tennyson Street, Rolleston
- **Darfield Library,** 1 South Terrace, Darfield
- **Leeston Library,** 76A High Street, Leeston
- **Lincoln Library,** 22 Gerald Street, Lincoln

Received
Customer Service
16 JUL 2025
Name: kimberly

Posting it to:
Freepost 104 653
PO Box 90
Rolleston 7643

You can also scan and email your submission to **huts@selwyn.govt.nz**

All posted submissions must be received by Council by 5pm, 21 July 2025. Please allow time for your submission to be delivered by this deadline.





Submitter Number: 99

Full Name: Steve Emery
Organisation:
Wish to speak to the submission: No

Counter 1617

Submission form

Selwyn District Council is conducting a public consultation to seek feedback on four terms that are proposed to be included in a new Deed of Licence for Upper Selwyn Huts.

Feedback from this consultation will help determine what a new Deed of Licence will look like for licence holders, and give certainty and clarity to the future of the Upper Selwyn Huts settlement.

Please read the consultation document and information available online at **selwyn.govt.nz/USH** before completing your submission.

You can make a submission using this form and dropping of off at a Council Library or Service Centre by 5pm, 21 July 2025. Or you can complete the online submission form at **selwyn.govt.nz/USH**.

Privacy statement

Submissions are part of the public consultation process and are a public record. Anonymous submissions will not be accepted. Submissions including names are published on our website and in official documents so please do not include any personal information in the content of your submission you would prefer to be kept private.

While contact details (address, phone number and email address) are provided to elected members along with your feedback to be considered when making their decisions, contact details will not be made publicly available on the Council's website or official documentation.

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If you need extra space for your submission, or have supporting documentation, you can use additional paper and attach it to this form. If you are using the online submission form you can upload an attachment with your submission.

Please include your first and last name on the additional paper.

Anyone can make a submission. Submissions will only be used for the purpose of this consultation process.

All submissions will be considered by Council before making a decision.

Submitter details

Please note: all fields marked with an asterisk (*) are compulsory. These details will be used for the purpose of contacting you about this consultation.

First name* Steve

Last name* Emery

Address [redacted]

Town*

Postcode

Contact

Email a

Are you submitting on behalf of an organisation?*

☐ Yes ☑ No

If yes, please state the name of the organisation*

Do you wish to attend a hearing to present your submission in person?*

☐ Yes ☐ No

If yes, someone will be in contact with you to arrange the date and time.

What is your connection or interest to Upper Selwyn Huts?

☐ I am a licence holder

☑ I am not a licence holder but live at Upper Selwyn Huts

☐ I have an interest in this area. *Please explain:*

☐ Other:

6

Questions

1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

- ☐ Fixed term of 5 years
  No renewal.
- ☑ A single fixed term of 30 years
  No renewal.
- ☐ Rolling 10-year terms
  with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

Council has spent huge amounts of money in consultation & yet continues to push their agenda Unnecessary as you have NO actual reason.

Do you have any other feedback?

☑ Yes ☐ No

Please add your comments:

Refer to Dave Lenihan's Legal Opinion 20-6-25

2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

1. **Flooding affecting access:**
   Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.
2. **Destruction of road cutting off vehicle access:**
   A natural event that causes sufficient damage that vehicle access to the settlement is cut off.
3. **Serious harm caused by a flood event:**
   Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

☑ Yes ☐ No

Please explain your reason:

1. Flooding of the road is not a reason
2. the road is not damaged because it is on it. ~~Saying~~ It is an exception to say no access for a day is worth making people homeless.

Are there any additional events that you think should be considered?

☑ Yes ☐ No

Please add your comments:

*3 is more appropriate than the rest. However this would need discussion.

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

Consider how solutions can be talked through.

3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☑ Yes ☐ No

Please add your comments:

Must be option only As people may have too many costs currently.

Do you have any other feedback or suggestions on the inclusion of a bond?

☑ Yes ☐ No

Please add your comments:

This should be covered by Council.

4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years

☐ Every 3-5 years

☐ Only when there's a complaint or issue raised

☑ Other

Please add your comments:

No inspection - Discrimination to enter homes when no one else in the district must do so.

Do you think the checklist covers the right things?

☐ Yes ☐ No ☑ Not sure

Please specify what you would change:

Unnecessary all together.

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

Respect to keep people in their own homes.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

External Only if anything.

Return this form by:

Dropping it off with our Customer Service Teams at:

- **Council Rolleston Offices,** 2 Norman Kirk Drive, Rolleston
- **Te Ara Ātea,** 56 Tennyson Street, Rolleston
- **Darfield Library,** 1 South Terrace, Darfield
- **Leeston Library,** 76A High Street, Leeston
- **Lincoln Library,** 22 Gerald Street, Lincoln

Received
Customer Service
16 JUL 2025
Name: Kimberly

Posting it to:
Freepost 104 653
PO Box 90
Rolleston 7643

You can also scan and email your submission to **huts@selwyn.govt.nz**

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Submitter Number: 100

Full Name: Helen Emery
Organisation:
Wish to speak to the submission: No

Courier 16/7

Submission form

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Please note: all fields marked with an asterisk (*) are compulsory. These details will be used for the purpose of contacting you about this consultation.

First name* Helen

Last name* Emery

Address [redacted]

Town*

Postcod

Contact

Email a

Are you submitting on behalf of an organisation?*

☐ Yes ☑ No

If yes, please state the name of the organisation*

Do you wish to attend a hearing to present your submission in person?*

☐ Yes ☐ No

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What is your connection or interest to Upper Selwyn Huts?

☐ I am a licence holder

☐ I am not a licence holder but live at Upper Selwyn Huts

☑ I have an interest in this area. *Please explain*:

☐ Other: _____

Questions

1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

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- ☐ A single fixed term of 30 years
  No renewal.
- ☐ Rolling 10-year terms
  with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

☑ 30 Years Renewable.

Do you have any other feedback?

☑ Yes ☐ No

Please add your comments:

Refer to Claire Loribas Legal Opinion 26-6-25

You have been disproved in every possible way.

2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

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3. **Serious harm caused by a flood event:**
   Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

☑ Yes ☐ No

Please explain your reason:

#1 & #2 are not thorough enough. A road in flood is not terms for dismissal of peoples homes.

Are there any additional events that you think should be considered?

☐ Yes ☐ No

Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☑ Yes ☐ No

Please add your comments:

Optional Only

Do you have any other feedback or suggestions on the inclusion of a bond?

☑ Yes ☐ No

Please add your comments:

I don't believe they should be asked to cover this cost.

4. Building condition inspection programme

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How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years

☐ Every 3-5 years

☐ Only when there's a complaint or issue raised

☑ Other

Please add your comments:

Only if the owner would like Council to advise on what they might need help with.
Optional Only

Do you think the checklist covers the right things?

☐ Yes ☐ No ☑ Not sure

Please specify what you would change:

Shouldn't be allowed in personal dwellings as this is unlawful surely. You can't pick & choose/Discriminate

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

Advice Only.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

Support people would have to be a definite

6

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