

**MINUTES OF THE SELWYN DISTRICT COUNCIL  
SHEFFIELD POOL DELIBERATIONS  
HELD AT THE SHEFFIELD COMMUNITY HALL  
ON WEDNESDAY 19 MARCH 2025 COMMENCING AT 6.30PM**

**PRESENT**

Councillors, E. Mundt, P. Dean, R. Mugford, Malvern Community Board Member S. Nu'u

**IN ATTENDANCE**

D. Kidd (Executive Director Community Services and Facilities), J. Richmond (Head of Sport and Recreation), P. Ganda (Senior Communications Advisor), S. Meares (Senior Counsel), and S. Spicer (Minutes Secretary).

**OPENING KARAKIA**

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

**APOLOGIES**

None.

**OPENING COMMENTS**

The Chair, Cr. Mundt, welcomed everyone to the deliberations and thanked everyone for their hard work in getting to this point.

**CONFIRMATION OF MINUTES**

**Minutes of the Sheffield Pool Hearings held on 27 March 2025 at the Sheffield Community Hall**

For submission 47, one of the Panel noted they had not heard the response "one child said would go to a different pool"

**Moved** – Cr Dean / **Seconded** – Cr Mugford

*'That Council confirms the minutes of the 2025 Sheffield Pool Hearings, held on 27 March 2025, as circulated.'*

**CARRIED**

## **1. OVERVIEW OF REPORT TITLED “SHEFFIELD MEMORIAL POOL OWNERSHIP” 14 MARCH 2025**

Head of Sport and Recreation Mr. Richmond began with the background and overview

### **Long Term Plan consultation and decisions:**

- From the Long-Term Plan consultation, results were that 61% of respondents preferred closure, 39% wanted it to remain open. However, feedback was also that the community wanted to receive the asset.

Decisions arising from those consultation results were:

- Begin targeted consultation with the community around potential divestment of the facility to a community-run legal entity.
- Keep the Sheffield Memorial Pool open and operational for the 2024/25 season to allow time for consultation and necessary arrangements to be put in place.
- Proceed with demolition if no arrangement is able to be satisfactorily negotiated before 30 June 2025.
- Hold the demolition costs budget so that it can be utilised should operation by the community not commence or continue.

### **This consultation**

A special consultative process followed – four questions were asked, and 181 responses received. The results from that process are included in the report, which is largely taken as read. However, the key results were:

- 95% supported transfer to a community entity;
- 84% were aware of an entity which could receive the asset;
- 42% indicated they would be happy to help;
- Overall, the responses indicated a desire for the pool to stay in the community, and the importance of teaching children to swim.

A note about funds – the bounds of this discussion and hearing is around the transfer of the pool and does not include any decision regarding funds. If the pool is transferred to an entity, they would then be able to apply for funding.

### **Options put forward in the report**

- Option 1: Transfer to trust – advantage is that it continues in community. Note there are issues around the details of transfer
- Option 2: Demolish the pool – the disadvantage being that once it is demolished it is gone for good.
- Option 3: Delay transfer – would allow more time for title issues to be sorted and a community entity to be created, but Council has been clear that deadline is June 2025
- Option 4: Provide funding. Understand why this is sought by community, but it cannot be recommended as it is outside the ambit of this hearings panel delegations.

Senior Counsel Ms Meares then discussed the legal implications

### **Option 2 – demolition**

- Ms Meares started with Option 2 because legal implications here are simple – as Mr Richmond covered, this option is within delegation of the Panel to recommend
- The demolition would be handled as any other contract works that the Council undertakes
- Legally this is the most straightforward option. Money is provided for this in the LTP.

### **Option 1 – transfer**

- The easiest way to go through the legal implications is to break down the recommended resolutions
- Recommendation (b) is an overall scope/box within which negotiations would occur, this would be the start for negotiations. Recommendation (c) then empowers CE to negotiate within that box
- Breaking down recommendation (b)
  - Transfer of ownership and operation
    - Council responsibility would be handed over, notably legal risks associated with operation will also be handed over
  - Land *and assets*
    - Good example of an issue that cannot be resolved today – Panel can recommend transfer of assets associated with the Pool, but the Panel is not expected to resolve exactly what that list is (eg, water blaster and pumps).
  - To the Trust – Note nominee process, but Council can put restrictions on this – e.g. not for profit. If the transfer is approved, an entity would be created and then staff will engage either with the Trust or the entity to draft a transfer agreement.
  - 30 June – a reasonable timeframe for negotiations to occur and for the Trust/community group to get advice and incorporate, but within the timeframe anticipated by LTP. The agreement date does not have to be the transfer/settlement date.
  - Certificate of Title issues
    - There are two titles, one Council owned and one owned by a deceased estate. Council would apply to LINZ for the deceased title to be transferred to Council (the Trust will not be able to make that application). That may take 6-12 months – Council would try its best to expedite before next season. If still unresolved then the pool would not be able to be transferred and therefore not able to be operated for that season.
  - Access
    - Access is over Department of Conservation property via a written agreement but not an easement, so access would need to be set up correctly between Department of Conservation and Trust/Entity.



- The pool could not be operated until the transfer was complete, as the risk to Council would be too great
- The schedule to the report contains other legal implications that we are cognisant of and these complexities again reinforce why these are not matters to be resolved today, but rather the Chief Executive would be empowered under recommendation (c) to resolve these matters.
- Recommendation (d) – this is to ensure that there is clear direction if the negotiations are unsuccessful

## **General Discussion and Questions**

Following the briefing, there was general discussion and questions, the points arising as follows:

Getting access from Department of Conservation is not expected to be a problem, as Council has their written agreement and would go through the process with Trust/Entity and Department of Conservation.

Council has \$20,000 set aside for legal costs incurred by Council, which we expect to be sufficient. Council recommends that the entity get their own legal advice.

The entity could apply for funding as part of next annual plan or long-term plan. It is important to note there is no promise of funding and they would have the same position as any other community group.

There are currently no issues that are expected to impede getting agreement within the time frame, and that this time is expected to be enough to form an entity, and, if an entity is not yet created, then the Trust can enter into the agreement.

Risk would pass at the date of settlement/transfer, not the date of the agreement.

A sunset date, by which settlement would have to occur, had not been considered but could be included.

Department of Conservation access should ideally have been via an easement, but the entity would need to decide if it were satisfied with Department of Conservation's written permission, or if it would like an easement to regularise the access. Access is over just a small section of larger piece of Department of Conservation land.

## **Discussion of Risks**

There was a general discussion regarding risk, including being careful to pass risk to people who can handle these risks, and not wanting to we set this community up to fail.

Transferring a pool is giving them a hard job, and neither the trust nor community group have a history of risk management (the community group doesn't even exist yet). Noted that Council's responsibility is the safety of community and if it cannot be satisfied that the community will be safe, then a tough decision/courageous decision may need to be made not to transfer.

Points discussed included:

Council would always advise the entity to get its own independent advice including legal advice and health and safety obligations. Council staff understand the community group has already received some advice from their lawyer regarding responsibilities and ramifications of receiving the pool.

The report prepared for this agenda ("Sheffield Memorial Pool Ownership" 14 March 2025) does not address health and safety concerns or providing assurances in this area, as this was not within the ambit of the consultation.

There will be handover from Council staff to the new entity to induct its staff into site and operations. This will need to be for a fixed period only, otherwise ongoing assistance and advice strays into unofficially operating pool. However, there are other ways Council can provide ongoing support on the same basis it supports school pools (e.g., answering water quality questions, providing training on specific skills).

The seriousness of health and safety responsibility was emphasised, and an example was used that if a person climbed over the fence and drowned, that would be the responsibility of the community group, not the Council. Regardless of responsibility, nobody wants such a thing to occur. The community group has received advice in the form of legal observations, and is aware of health and safety risks, for example the obligations applying to unpaid volunteers are less than paid staff.

The associated risks have been discussed over the years, it was run by the community prior to Council ownership, and they have a lawyer advising them, so there is a good understanding by the community of the risks entailed and on that basis, Council can be comfortable to hand it over.

On the topic of auditing, Council would do annual random water tests. National auditing, via Quality Pools (under Pool Safe), is a voluntary benchmarking system that the pool could sign up to, but a hurdle to this may be the expense and time involved – it costs about \$1,000 to enter into the scheme, and significant time. One option could be to opt in to this system for the initial years at least.

### **Discussion around timing and demolition funds**

Discussion then moved to clarifying what happens with the demolition funds that Council has set aside, and when they may be applied.

If, for example, the agreement was entered into, but the transfer subsequently did not proceed as the conditions of agreement could not be met, then demolition would proceed.

It was noted that Council would endeavour to work with the community entity in meeting the conditions as far as possible, but there could still be some reason the transfer could not proceed (for example, insurance was required but could not be obtained).

There was discussion around how long the demolition fund should be set aside (noting this meeting cannot decide questions of funding). Considerations included aligning with the timing for Long Term Plans, Annual Plans and funding applications. Sunset periods (by which time the pool would proceed to demolition if the transfer had not occurred) were discussed, and 2026 and 2027 were both considered.

Consideration was also given to whether recommendation (c) should include further direction, e.g. a requirement to get insurance, or to sign up to auditing. It was noted that whether the asset needed to be insured would be something the entity would need to decide, not Council, but could be a condition.

Attention was drawn to the point that if an agreement could not be reached, then the pool would be demolished.

### **Amendments to recommendations**

Based on the above discussions, the recommendations from the report were amended by adding the underlined wording:

- b. i. Resolution of the certificate of title issues associated with the land on which the Pool sits by 30 June 2027;*

and



- (d) approves demolition of the Sheffield Memorial Pool, in the event that:
- (i) mutually satisfactory terms of the transfer are unable to be agreed by 30 June 2025; or
  - (ii) that the agreement to transfer otherwise comes to an end prior to transfer

Based on the above discussions, the following recommendation was then moved, seconded and carried.

**Moved** – Cr Dean / **Seconded** –Malvern Community Board Member S. Nu’u

*‘That the Sheffield Memorial Pool Hearings Panel recommend that the Council:*

- (a) receives the Sheffield Memorial Pool Ownership report
- (b) approves transfer of ownership and operation of the Sheffield Memorial Pool (both land and assets owned by the Council) from Council to the Kowai Pas Reserve Trust (or not-for-profit nominee to be determined by the Trust), subject to:
  - i. Transfer agreement being entered into by 30 June 2025;
  - ii. Resolution of the certificate of title issues associated with the land on which the Pool sits by 30 June 2027;
  - iii. Transfer being conditional on the Trust (or nominated entity) obtaining consent from the Department of Conservation title;
  - iv. The Pool not being operated by the Trust (or nominated entity) until the transfer is completed.
- (c) delegates to the Chief Executive Officer, the power to negotiate and agree to the final terms and conditions of transfer to the Kowai Pass Reserve Trust on terms satisfactory to the Chief Executive Officer in their discretion, subject to the above conditions being met.’
- (d) approves demolition of the Sheffield Memorial Pool, in the event that:
  - (i) mutually satisfactory terms of the transfer are unable to be agreed by 30 June 2025; or
  - (ii) that the agreement to transfer otherwise comes to an end prior to transfer

**CARRIED**

## **CLOSING COMMENTS**

Cr. Mundt thanked the Councillors and Malvern Community Board representative and staff for the deliberations.

In response to a query, Mr Richmond advised that these recommendations will go to Council on 16 April 2025

Cr. Mundt declared the 2025 Sheffield Pool Deliberations closed.

*The deliberations closed at 7.30pm on Wednesday 19 March 2024.*

## **CLOSING KARAKIA**

Unuhia, unuhia

Remove, uplift

Te pou, te pou

the posts

Kia wātea, kia wātea  
Āe, kua wātea

in order to be free  
Yes, it has been cleared

DATED this 16 day of April 2025

CHAIRPERSON

A handwritten signature in blue ink, appearing to read "E. Munnell", followed by a small horizontal line.