

From: [REDACTED]
To: airani@doc.govt.nz
Subject: Hut [REDACTED] Lower Huts Submission
Date: Friday, 25 October 2024 11:17:21 am

To Whom it may Concern Re the Lower Selwyn hut.

In relation to Hut [REDACTED] Lower Selwyn huts.

My family has been involved with the lower Selwyn huts from the early 1920's with a hut situated at [REDACTED] and possibly camping there prior to. My grandfather and another good mate started the install of the hut using boxing from a car shipping box that had been used to ship a car to New Zealand. My grandfather was [REDACTED] and his mate was called [REDACTED] (further detail unknown). As my grandfather was carpenter, the building was rebuilt over time into the shape it is today. And then reshaped by my father [REDACTED] with enclosing the frontage for weather protection. I have many photos of the past showing the hut, And also the fishing, the swans family etc.

[REDACTED], before passing, then transferred his share of the hut solely into my Grandfathers name. And it was then passed onto my [REDACTED], whom were the main users.

It was used as a base for the hunting of wild fowl, and fishing. Plus for family get-together s.

My father has spoken many times of great family gatherings and good times during and after the duck hunting seasons. And we still have recordings of some of those gatherings with the singing, guitar and piano accordions . And also with the association with the other hut owners and especially at Christmas times. It was a real community.

I grew up with an association to the hut, and with memories made with the floundering, the eeling and the duck hunting seasons. I too enjoyed growing up the other hut owners' families and would meet regularly with them as well as my cousins whom were also involved as well.

When my children were born, they too were involved with the hut and all the opportunities the area offered. They particularly loved the fishing (floundering and trout) and spotlighting the eels at night, until they grew up and were able to hunt.

Until this day, one of my son's is still involved while the other works in Australia. But still has to go out there when he is home.

The proposed change to the huts, with the limited time line of 10 years, and with the sunset clause will stop my family from having the opportunities that my lineage and I have been able to enjoy. This would affect the chances also of anyone else that would enjoy the ability of hunting and gathering from enjoying the splendor of this great resource. I would love to see my children inherit the batch, and involve their children when they arrive. The alleged sea level raising, if it happens, is targeted for 3-400years away. So why the urgency unless there is an alternative reason that hasn't been disclosed. Therefore making this a biased decision.

Yours [REDACTED]

Ph 



24th October 2024

Department of Conservation

Private-bag 4715
Christchurch 8140

Director-General

I [redacted] supports the submission I am making for the Lower Selwyn Huts in regards to the Department of Conservation proposing a Final 10 year Sunset Lease to the Lower Selwyn Hut owners.

I am objecting to the Final Sunset Lease because :

My submission is for two huts I own at the Lower Selwyn Huts. I purchased Hut [redacted] I then purchased Hut [redacted]. Together they have an estimated value of \$120,000. If the proposed Sunset lease goes through my huts will immediately lose their value and they will become worthless to me, the sunset lease does not allow me to sell my huts and then after 10 years when the lease expires I will also incur the costs of demolishing both of my huts. The thought of losing my assets and ending up with nothing has been extremely stressful for me. I feel The Department of Conservation is using flooding and climate change as an excuse to get rid of the Lower Selwyn huts. These huts have survived 120 plus years of weather events. The only time I have ever had water in my hut ([redacted] was in 2013 when we had a one in one hundred year flood, it didn't help that ECan/council never managed to open a cutting to the sea and it meant the whole lake district was affected by that flood not just the L.S.Hs. There are some years we get surface flooding around the huts. This is either wind driven or once again because the lake wasn't opened soon enough, most hut owners aren't worried about the surface water as it does no damage and we all own a good pair of gumboots. I believe D.O.C should have engaged more with ALL hut owners when making a decision in regards to the future of the huts, and if they did we could have worked something out that would suit both parties.

I myself would like the lease to remain as a 20 year lease made up of four 5 year blocks with the right of renewal, that way if any climate change issues arise in the future they could possibly be managed by both parties. Together.

I have always enjoyed my time at huts with my family and friends and I truly hope the Lower Selwyn huts will be around for future generations of KIWIs to enjoy.

Thankyou for taking the time to read my submission.

I Do Not wish to be heard in support of this objection or submission at a hearing.

Sincerely,


 **Lower Selwyn Huts****Submission to the Hearing**

You are charged, as the adjudicators, with being open, fair, and unbiased.

What we ask is that you listen and be attentive to what is being presented. To be cognitive of our pleadings, aware that hearings like this are not our usual habitat, that the language we use may not be legalese, departmental, or civil servant, but is honest, heartfelt and genuine. Above all, be impartial, be fair, don't be prejudiced, don't be swayed by your circumstances or the cohort to which you belong, and don't forget what these huts mean to ordinary people, to their families and their children.

When you visit the Lower Selwyn Huts, it is easy to form an opinion that the huts are run-down, lacking in care and attention. And some may appear to be, but if this negativity is what forms your opinion, then naturally your eyes are drawn towards those that meet these negative criteria. Some of the lack of maintenance is due to the uncertainty as to the future of the settlement over the past five years. Why bother if you are unsure as to the future.

If you look past this negativity, you will see Huts that are cherished, loved, and are well maintained.

Some huts are owned by duck shooters, who only use their huts for the duck shooting season and the occasional long weekend. Their huts are simple, sparse, and basic. But this meets their needs, and this is what the settlement was originally conceived for, to provide, accommodation for hunters and fishermen.

Fishermen use their huts during the fishing season, and their Huts are similarly often lacking in luxury and pretention.

Some are used more frequently, for longer periods, weeks at a time, by families and larger groups. These huts are better equipped and are often maintained to a higher standard.

Some have been renovated to an extremely high standard. Several are brand new, built to meet all the statutory standards. My hut has been extensively renovated, replumbed, rewired, insulated, etc. All certified and compliant.

Every hut is required to have a vaulted (tank) system to collect grey water and most have a second tank for black water. These had to meet council requirements when they were fitted. There are no 'long drops' in the settlement. All waste is pumped away and transported by certified contractors who visit once a month.

The commonality shared by the Huts is that they are Mum and Dad Huts, ordinary people's huts, that have in many cases been passed down through the family to provide affordable holidays and family outings for generations. This is not, and does not pretend to be, a playground for the rich and famous. This is not a skiing resort, a beachside playground with fabulous and expensive yachts, speedboats and SUVs.

It's a community of affordable huts, cobbled together over generations, steeped in history, tales, memories, folklore, smiles

and laughter and sometimes tears. Built out of materials that were often second hand, built by people who may not have had trade skills, but did have a DIY attitude, and a love for what they were doing, and what they were creating. These are values upon which this nation is renowned, the value of getting in and doing it. Making something for yourself by yourself

The essence of what I am trying to convey, is that these are valued, loved, cherished, and deserve to be left, to be enjoyed and used for generations to come.

The Hut owners have always looked after themselves, and apart from some herbicide we neither ask for, nor receive, any assistance or support from DOC.

Integrated into the fabric of the settlement is 'community' a lauded aspect of New Zealand in days gone by. This community spirit is evident in the submissions, in the way that the community responded to DOC's lease offer, and in the way they responded to fund, research, and support the community's response.

And community spirit in the way the community maintains both the public and private areas in and around the huts. DOC and the SD Council contribute nothing.

This community has every right to be allowed to continue, in the same way that it has continued since its conception. It has been there for generations and should be allowed to remain for generations to come without unnecessary restrictions, covenants, or destruction orders.

WHY TEN YEARS AND NOT TWENTY?

The stated reason, by DOC, and the only enunciated reason we are being offered a ten-year lease and not a twenty-year lease is because of the perceived threat of flooding to the settlement by global warming.

The research we have presented to you, casts doubt on DOCs climate change assumptions and forecasts.

The threat, according to DOC, is that global warming will cause sea levels to rise and, consequently, they will not be able to open the lake for as long as they can at present.

Most if not all the scientific research shows that the rainfall levels in the east of New Zealand will fall as a result of climate change and will increase in the west. The Selwyn River catchment area is east of the divide, so rainfall will ease and there will be less water in the Selwyn River. And therefore, the lake level will rise far more slowly than it does at present, and this will have an impact on the number of times the lake needs to be opened.

My interpretation of DOCs argument is that they are not stating that the lake will not be able to be opened, only that it may not be open for the same length of time.

This is a truism, but one that is ignoring the obvious, at present, the lake is only opened three or four times a year. So, it is no great stretch to say that the lake may need to be opened several more times per year.

The present process to open the lake involves digging an open ditch from the lake to the sea, about 50 metres. The lake then starts to drain.

The sea, due in part to the angle of the South Island and the prevailing currents, washes gravel into the ditch, slowing down the flow and a battle between the lake and the sea ensues. The contractor consistently clears the ditch until the lake has reached a desired level.

So, this is simply an engineering dilemma. It would seem not too difficult for an engineer to devise a large diameter pipe system that would automatically drain the lake when it reaches a prescribed level. With the pipe being laid in such a manner, and of sufficient length and depth, so that the pipe would not be blocked by the incoming tide. And the lake would be draining twenty-four hours a day while the lake was above a certain level.

Some years ago, there was a competition to devise a positive solution to a Canterbury problem and the winner was the concept of a canal from Lake Waihora to Lake Forsyth to provide a permanent drain. The canal was never built.

It is not just the Huts that are perceived to be at threat, the last time the Lake rose, Little River was cut off, half of Southbridge was inundated and Halswell was badly affected.

As far as I am aware the settlement has never been evacuated due to flooding. We have been evacuated twice in the eight years I have owned my Hut, but each time the evacuation was caused by poor maintenance of the stop-bank causing the river to block the road five kilometres upstream from the Huts. So, we were evacuated as a preventative measure. I reiterate it was the poor maintenance of the stop-bank and the river, not the lake level that

prompted the evacuations, and we did not have any water around the huts. The stop-bank has been repaired and the situation is not expected to repeat.

Flooding is an emotive term, useful to DOC as a sensational catastrophe since it envisages torrents of water cascading through the settlement carrying away all before it. Cars, partially destroyed buildings, bodies, cats and dogs, all being swept away in a swirling maelstrom out to sea, never to be seen again. This is simply not the case.

The huts are some distance from the lake (approx. 500m). The lake is the fourth biggest in New Zealand, so it takes a very large volume of water coming down the Selwyn River to raise the lake level by any amount.

Provided that the lake is opened, or the wind does not come from the South or the Southeast then we do not get inundated no matter what the rainfall is.

Should there be significant rainfall over the catchment area the lake slowly rises to the east of the huts, creeps onto the land around those huts nearest the lake and depending on the lake level and the wind direction, may move towards the rest of the settlement. It moves at a sedentary pace without volume or velocity.

Once the lake is opened or the wind direction changes, the water level retreats to its normal level. The process from start to finish takes about four to five days.

In the time I have owned my Hut (9 years) I have had my section covered in water only once, with the water 450mm below the floor level. So the lake would have to rise almost half a metre to invade

my hut. No one was evacuated, no insurance claims were made by any Hut owners, and no costs were afforded to DOC.

I have seen a scientific paper that theorised that the rising sea level will remove the gravel barrier between the lake and the sea, and the lake will return to being an estuary, with the level reducing to that of the sea, which is less than the lake level. Unfortunately, I have been unable to locate the article, but the very existence of the theory demonstrates the wide variance of opinions as to the effects of climate change.

The present lease has a clause relating to the lake levels and allows for the lease to be terminated if the huts became uninhabitable. The Huts would have no objection to a clause in our lease agreement stating that should an independent third party declare that the Huts are permanently uninhabitable, and I stress permanently, then the Leases will become null and void.

The Application Form.

The Form we were provided to complete is for a primary application, prior to commencement, where you, rightly, must show that your coal mine will have no negative impact on the environment, the fauna, and flora. You must show why your coal mine cannot be somewhere else. Identifying the land required, the size and number of buildings, what you will do with the tailings etc. Do soil tests, provide evidence to prove your assertions. Etc. And we would support this.

In our case this is an ongoing application. We have been there for over one hundred and fifty years. Our vaulting (tank) system captures all our waste, which is removed by certified contactors,

our water comes from an artesian bore and is tested twice a year without any sign of contamination. Two months ago, we had fitted a state-of-the-art water treatment plant, with automated softeners, chlorination, UV filters, and a 30,000lt tank, etc, plus an internet warning system if there are any issues.

We maintain all the public areas, to a high standard, including the two domains, plus mowing and planting the stop bank. We installed the concrete boat launching ramp, which is used by the public. We purchased a tractor and mower to maintain the public areas and access to the lake. We do not and have not asked DOC to contribute for fuel or maintenance.

We are unaware of any suggestion that we have in the past, or the present, contributed to the pollution of the land surrounding the huts, the lake or the river and evidence of any pollution had never been raised as an issue by any party.

The Proposed lease.

At this juncture that I have not sighted a full copy of the proposed lease. We have been drip-fed several of the proposed clauses, such as the term and a couple of the conditions surrounding the term, but that is all. We have no idea as to what other conditions lie in wait for us.

One of the clauses that we have been made aware of is the 'death clause' i.e. 'Should the leaseholder become deceased then the lease becomes null and void, and the hut is to be removed or demolished'. So, your heirs, or family cannot use the hut, even if the lease has years to run.

The proposed lease also has a 'no sale' clause, so you cannot sell or otherwise dispose of the Hut, even if you can find a willing purchaser. At first glance this appears to be a restraint of trade clause. What is the value to DOC, other than 'bloody mindedness' in having that clause. What difference does it make to DOC who has the lease, provided that the account is being settled. It makes a difference to the other hut owners, but that is a different argument.

The above two clauses, on their own, without any other clauses that we are not aware of, render the huts valueless without any justifying argument as to why these clauses are included. What is the 'value' to DOC in making the huts 'valueless'?

Each Hut sits on an individually surveyed section, with each Hut owner paying Local Body Rates, which are charged separately to the leaseholder by DOC, and paid to the Selwyn District Council. The Rates are over \$1,200.00 per hut per annum and are about to rise.

If we accept the 'sunset clause' we are agreeing to a clause that we will, without argument, or further negotiation, remove or demolish the Hut at the end of the ten-year lease. No ifs or buts. We have always had twenty-year leases together with the understanding that negotiations will take place at the end of that period.

So, my request is for a twenty-year lease, with existing, or negotiated conditions, and no sunset, or prevention of resale clauses.

If a Public Hearing is necessary I would like to be heard in support of my submission.

From: [REDACTED]
To: airani@doc.govt.nz
Subject: Lower Selwyn Hut's. A Submission, Hut [REDACTED]
Date: Friday, 25 October 2024 4:01:25 pm

To Whom it may concern, I bought Hut [REDACTED] around 16 years ago. I was drawn to the area because of it's peace and seclusion. Also the abundant bird life on the lake and River. As I live in the city of Christchurch, it has given me a place to relax away from the stress and business of my job. Initially there was a considerable amount of renovation required. Replacing the entire floor and two walls due to rot. Also updating the bathroom and kitchen as well as rewiring. And of course maintenance and upkeep have been and are ongoing.

I have since retired and enjoy spending time at the huts, particularly over the summer months. I have become an avid bird watcher and cherish the lovely walks around the area. I also appreciate being part of a little community who care about the area and each other. My Family also really enjoy visiting and spending holidays there. Our Hut has become a focal point that brings us together. Spending time there has improved my quality of life, particularly my mental health and well-being. My Family and I would be devastated if the Hut was subject to a sunset clause, as this modest Bach is very much a part of our Family and is very special to all of us. I find the idea of not being able to pass my Hut onto family at my death, very distressing. Also given the expense of my outlay and upkeep being wasted and not handed onto my Family very disturbing.

[REDACTED]

From: [REDACTED]
To: [Arzan Irani](#)
Subject: Submission for The Lower Selwyn Huts.
Date: Friday, 25 October 2024 11:56:07 pm

Submission for Lower Selwyn huts.
25 th October 2024
[REDACTED]

Dear Sir/Madam

Thank you for reading my submission.

The reasons I object to a Final 10 year lease at the L.S.Hs are as follows.

*1. Climate Change and sea level rise

I received a letter from D.O.C on the 25.3.2024 it was in regards to a transitional lease they were proposing to L.S.H owners.

It said they know the L.S.H settlement isn't sustainable Long term with it's vulnerability to flooding which will worsen through climate change and sea level rise.

Do D.O.C have a crystal ball that can predict the future? No. No one can. I'm not a scientist and I do agree there is climate change but i reckon it's at a much slower rate than D.O.C are suggesting. I truly believe D.O.C are using climate change as an excuse to get rid of us.

In the letter they also say there has been 7 significant flood events in the area since 2013. I have owned a L.S.H since 2004 and the only time my hut flooded was in 2013. The whole of the Selwyn and Lake district was affect by that weather event. There are times we do get surface flooding around the huts it happens mainly because Lake Ellesmere (Te Waihora) can't be opened to the sea. It is never life threatening. When the Lake does get opened it only takes a matter of days before the water subsides from around the huts.

The letter also states D.O.Cs long term goal is to restore the health of the lake. The huts being there has nothing to do with the health of the Lake in fact each hut owner has spent thousands of dollars installing above ground black/grey water tanks so that during flooding there is less contaminants being released into Te Waihora.

*How would the Sunset Lease affect me?

The L.S.H huts are not \$5.000 & \$10.000 dollar huts anymore, several of the hut owners have paid 10s of thousands of dollars for their huts. I paid \$79.000 for mine in 2019. I would never of purchased my hut if I knew a Final Sunset lease would be on offer 5 years later. Before I purchased my hut I spoke with D.O.C several times with regards to what the future of the L.S.Hs would look like when the lease expired in 2024. I was told there were No red flags and that the lease would most probably just roll over as it had done in the past. If D.O.C knew they wanted public huts off private land back than they should of stopped transferring leases for the last 5 years of that 20 year lease. It would of given but owners a chance to get out.

The Sunset lease means my hut is now worthless, I can not sell my hut and to top it off when the ten year lease expires I will have to pay for my hut to be demolished. There's nothing sunny about that.

The whole of New Zealand is under the threat of climate change. Until we see more evidence of severe weather patterns and sea rise the Lower Selwyn huts should remain as they have been for over 100 years.

I would propose that the lease remain as it was 20 years in four 5 years terms with the right to renew.

Sincerely

[Redacted]

Hut
Lower Selwyn Huts

A. Permission Application Number and Name of Applicant

Supply application number and Applicant name from table:

[Redacted]

B. Name of Proposed Activity and Location(s)

Lease of land for a hut site at Greenpark Sands Conservation Area/Conservation Area Lower Selwyn Huts

C.1 Objector or Submitter Information-

Submitter's name (list organisational name if submitting on behalf of a business, community group, etc.)

[Redacted]

Contact person and role of organisation

Owner

Email

(Communication from DOC will be via email unless alternate contact requested)

[Redacted]

Alternate contact for all DOC communication

Phone/Mobile

[Redacted]

Postal Address and Post Code

[Redacted]

I wish to **keep my contact details confidential**

Note: Your contact details will be not made public, but your name and organisation will be published. DOC will send you all submitter communications.



A. Permission Application Number and Name of Applicant

Supply application number and Applicant name from table:

[Redacted]

B. Name of Proposed Activity and Location(s)

Lease of land for a hut site at Greenpark Sands Conservation Area/Conservation Area Lower Selwyn Huts

C.2 Your name

In placing your name and organisation below, you acknowledge that you are the person or authorised person submitting this objection or submission. You are also acknowledging that your name and organisation will be published.

Printed name of submitter or person authorised on behalf of submitter

[Redacted]

Organisation

Owner

Date

25 October 2024

D. Statement of Support, Neutrality or Opposition

- I **Support** this Application (I am making a submission)
- I am **Neutral** on this Application (I am making a submission).
- I **Oppose** this Application (I am making an objection).

E. Hearing Request

- I **Do Not** wish to be heard in support of this objection or submission at a hearing.
- I **Do** wish to be heard in support of this objection or submission at a hearing

F. Objection or submission

The specific parts of the application that this objection or submission relates to are:

The renewal of our lease with fair and reasonable terms

My reasons for my objection or submission are:

With respect to the submission for the renewal of our lease ([REDACTED]
[REDACTED] Lower Selwyn Huts [REDACTED]

We purchased our crib from one of the long term " character " residents by the name of [REDACTED] who was a well known resident located within the community. Our purchase was via his son as unfortunately [REDACTED] could no longer maintain himself or the hut which had fallen into a state of disrepair bordering on uninhabitable .

It had been a dream of ours to secure a holiday home / crib outside of Christchurch to where we could escape the rat race and relax

The Selwyn huts opportunity arose via a Trade Me ad and we were lucky enough to successfully purchase the crib from [REDACTED] son in 2008 with final settlement and DOC transfer in 2012

We then set about completing a full renovation of the interior and items such as broken windows where required to ensure it was both watertight and secure

This was a massive effort encompassing

- All new flooring due to unlevel multi stage extensions and rotten / missing pieces of flooring etc
- Full electrical rewire and refurbishment due to the installation being unsafe
- Full replacement of the plumbing and permanent connection of the grey water pumping and storage facility
- New Kitchen
- New windows
- Partial recladding
- Full internal paint job
- New carpets and furnishings

Which we completed over a period of around 12 months after which we began to use the crib on a regular basis

We set it up to be fully self contained / walk in / walk out and are very proud of our efforts

It was in around 2016 we purchased a small farmlet that required us to spend a lot more time working weekends et on that side of our lives and as such our time at the huts has been limited since but when possible we have and continue to sneak down and spend a night or two on site when possible

Since the renewal of 2018 it has felt like we have had an axe hanging over our heads in relation to the huts as DOC has continued to push for the abandonment of the settlement which we have come to love and appreciate. This has been done via communications stating the ultimate demise of the

settlement due to the theoretical sea level rises and additional flooding risks etc but never any true substantiation relating to this and now we have secured via the hut owners the attached report relating to the sea level rise risk we believe these issues are both unfounded and without justification or cause. DOC has also substantially increased their levy costs and compliance costs as well as a huge cost in the renewal process with an effective statement advising there will be a sunset clause applied to the proposed renewal if accepted effectively cancelling the community and site.

We believe that the enforcement of the limited renewal and sunset clause are both effectively tantamount to blackmail and completely without cause for the following reasons

- We have now provided a climate report which refutes the suggestion that the rising sea levels will have any major additional impact on the settlement
- The settlement has a history of over 150 years and given the original gifting intent to the crown of the land by the original owner any moves by DOC to remove or destroy the settlement are in contradiction to that agreement
- Our crib in the past 1612 years has only been effected by one flooding event which was caused by an unsuccessful breaching of the seawall to release the high level of the lake and a wind shift that pushed a wave surge back into the huts which was in absolutely now way related to sea level rise or the like
- We do not believe DOC has any liability towards us as residents with respects to flooding issues or other and have never made any claim to the contrary

We would also like to address some other points we have noted or been advised of with respects to the proposed renewal documentation

- 10 Year Lease
 - Given the climate report as supplied we do not believe this applies as the proposed sea level rises will have no major impact on the settlement for at least 30 years
 - This substantially limits any reason to carry out major repairs , maintenance or betterment to the hut as has no real return hereditarily or the ability to seek a return financially should circumstances change
- Sunset Clause
 - We disagree with this option as given the above there are no reasonable grounds to include or enforce this option
- Not Allowed To Sell
 - We again disagree with this clause as it makes no difference who uses the unit as long as they do so in accordance with the lease documentation which legally needs to be incorporate within any sale and purchase agreement
 - Circumstances change and if we are unable to maintain or use the crib believe we should have the right to sell it as per any asset
 - Any prospective purchaser would bring new blood and enthusiasm to the community as well as looking to maintain and utilise their new crib
- Death Clause
 - We believe this is a totally unreasonable clause to include as the crib is a family asset and as such just because the purchaser (in this case myself) passes away , why should this impact on the family in a time of loss ?
 - Tot lose a family member and then have a place where fond memories of said ripped way by DOC is both unreasonable and unethical
- Flooding
 - As per above we have only been effected by 1 event in over decade despite a number of 1 in 20, 1 in 50 and a 1 in 100 year flood.
 - The flood which actually caused damage to our crib was not even classed as a major event , it was caused by an unfortunate wind combined with an unsuccessful seawall breach
 - Apart from this singular incident our hut has remained dry and safe
- Insurance

- We have never had insurance on our crib as have seen little point to this and difficulty in securing due to the perceived flood risk
- We note DOC has stated insurance is now a requirement of lease but we contest this assertion
- We are currently working with our insurance broker to secure an insurance option
- Rates
 - We diligently pay these despite little to no support from SDC for the community

Future and opportunities

- Flood mitigation
 - We believe that if given the opportunity the community could substantially mitigate any risk of flooding by way of completing a medium size bunding structure around the community
 - This could be privately funded and maintained by the community with no cost or risk to DOC
- Gifting, sale or long term leasing of the land to either the hut owners individually or to the hut owners association
 - This would remove any concerns of DOC liability regarding the site and community
 - This would remove any financial commitments to the site by DOC
 - This would allow the community to further maintain the site with reason to do so
 - This could allow further interaction and services upgrades via the local council with respects to maintenance and assistance
- Historical Value
 - Given the demise of many similar communities this is an opportunity to retain a community built by original kiwis for their families and friends
 - With it's close proximity to CHCH it is a place that is within reach of most Cantabrians where they can
 - Possibly buy into the community
 - Come and see a community of history and story
 - Visit friends and families in a place where kids can run free without concern
 - Go fishing or shooting with friend & family
 - As we are slowly learning in New Zealand , once places like this are gone they will never return and if pushed out by a government department trying to do so for what appears at least on face value to lessen their workload and liability will in my opinion be viewed with shame and guilt by future generations who will only have stories of places such as this if we are not proactive in retaining them.

& What It Means To the

- We rebuilt it ourselves and in doing so built a family and memories and stories our children aged 8 – 28 tell their friends
- It is our bolt hole , our place where we can hide from the world without a care
- It is our fun place where we can walk down the gravel road to the river and talk about catching the big one while having a beer and know we are only a short walk home
- We can tell stories of lake flies so thick you cannot see through them sitting on the windows but never getting inside
- We want it to be so much more too but until we can secure a reasonable future commitment we at this very moment only see it as a noose which DOC continues to tighten around our neck which is in my opinion almost a crime as DOC and the government are supposed to be here to support both it's communities and peoples

I believe we are previously supplied all other required information but if there is any outstanding requirements please advise so we can organise / complete.

We have no issues with the contents of this submission being publicised or circulated

Please if you have any questions ask

Many thanks



Lower Selwyn Huts



The outcomes that need to be addressed by this application are:
Give precise details, including the parts of the application you wish to have amended and the general nature of any conditions sought if the application is approved.

[Redacted area for providing details of outcomes to be addressed]

G. Attachments

If you are using attachments to support your objection or submission clearly label each attachment, complete the table below and send in your attachments with this 'objection or submission form'.

Document title	Document format (e.g. Word, PDF, Excel, jpg etc.)	Description of attachment

How do I submit my objection or submission?

Complete this form and email to airani@doc.govt.nz. You may also mail your objection and submission to:

Director-General, c/o Department of Conservation, Christchurch Shared Services, Private Bag 4715, Christchurch Mail Centre, Christchurch 8140, Attention: Arzan Irani, Permissions Advisor

From: [REDACTED]

Sent: Thursday, September 12, 2024 9:34 PM

To: [REDACTED]

Subject: Re: Submissions

I have owned hut [REDACTED] at Lower Selwyn huts for over 30 years, and we purchased it of the step father, whom owned it for at least 25 years. In the time I have owned the place, it has been acknowledged by D.O.C. staff that the house and garden etc, has always been tidy. I still want a 20 year lease with no sunset clause, don't want a clause about the banning of selling the dwelling, and no death clause should be in it either. As far as I am concerned, what difference, who owns it as long as the lease is paid. We are aware that it might flood, do does the rest of Christchurch flood, but it is worth the risk to be able to live part time in a rural environment. The views are great, the people nice, and it is good fishing. I state that I, and many others, are upset that you want to remove my dwelling, that I have worked hard for, ruin my health by the worry you are causing, as I don't want to become a static on the street. Give us a twenty year lease with no clauses, then we can all get some sleep. From

[REDACTED] and [REDACTED].

Kia ora,

My name is [REDACTED] and I have owned Hut [REDACTED] at the Lower Selwyn Huts for almost two decades. My in-laws owned Hut [REDACTED] for almost 40 years, while my father-in-law's parents owned Hut [REDACTED] from the 1940s to the late 1990s. My children now represent the fourth generation to grow up down here and hopefully, they can carry it on into the next generation.

Periodic flooding is a familiar phenomenon in this settlement, which we accept as an environmental reality because it's been happening since the huts were first established in the 1890s. Encouragingly, efforts regarding lake management have intensified over the past five years, primarily in response to the Selwyn District's rapid urbanisation during recent years. As a result of these efforts, potential damage to properties near the lake and river areas has been mitigated. On a personal note, my hut hasn't experienced any damage from previous floods, and I remain fully prepared to handle future events being that it is just part and parcel of the area.

I would prefer a 20-year lease so that our family can continue to enjoy having holidays and creating memories here at the Selwyn Huts. I also think a 20-year lease is fairer than a 10-year lease which is far too short. I strongly oppose the death and sunset clauses as this land, gifted for hunting, fishing and recreation, should remain accessible forever. Prohibiting hut sales is unfair considering the investment that has been made by hut owners. Additionally, forcing hut removal after death is also unfair as the inheritors should have control of the deceased estate.

When I purchased my bach, I tried to secure insurance but failed to do so due to its location in a flood plain. Unlike some other hut owners, I had to go without insurance as there was no existing policy to take over from the previous owner. It is unfair for the Department of Conservation to make having insurance an issue given that it is nearly impossible to acquire. Particularly because this was not a requirement when my purchase payment was accepted. Any requirements regarding insurance should have been disclosed before the sale was approved as this now puts me in a difficult position.

This place means the world to my family, where we've hunted, fished, made memories, and [REDACTED]. We've loved, learned, and enjoyed everything this settlement has to offer. We know we're privileged to be here, but losing all this history would be a very sad day. I strongly urge you to reconsider ending the settlement, so that people whether they be current or maybe new hut owners, can continue making memories here in future.

Regards,

[REDACTED] (Hut [REDACTED])

----- Forwarded message -----

From: [REDACTED]

Date: Mon, 7 Oct 2024, 8:26 pm

Subject: Re: DOC Lease

To: [REDACTED]

I assume this was passed onto the lawyer

On Thu, 26 Sept 2024, 3:02 pm [REDACTED] wrote:

My name is [REDACTED] - owner of [REDACTED] Lower Selwyn Huts.

My first memory of the Huts is about [REDACTED]). It was later, Dad bought no [REDACTED] thereby providing a family hut. We all loved going there and have Lower Selwyn Huts in our blood.

In 1949, work began on construction of stop banks to prevent possible flooding. Until then, we didn't have roads or toilets; a road was then obtained & life became much better. We had a wonderful group of bach owners. Xmas and weekends were spent fishing, shooting, playing cricket or any activity which most people joined in with. Most people had fishing and or shooting licenses. My mother helped set-up the first committee which has been active in running the hut settlement ever since. I have very good memories of the time, being there for holidays and weekends.

As the bach nextdoor became available [REDACTED] myself & young family bought it and have been there ever since. The following adjustments were made - all permitted or requested ; building extension, toilet provision, water reticulated, roads, grey water tanks plus other improvements required by Selwyn District Council, thereby making a great home away from home which we hope will continue well into the future.

Yours etc on behalf of

[REDACTED]

PS we have always had an insurance policy on our bach just in case of fire, flood or earthquake but have never had had need to have a claim.

31 October 2024

Department of Conservation
Arzan Irani
airani@doc.govt.nz

Submission on the Lower Selwyn Huts Concession Renewal

To whom it may concern,

I am writing this submission in support of the concession renewal application for the lower Selwyn Huts. My family owns Hut [REDACTED] and we have applied for a renewal period of 20 years however my submission is in support of the Hut settlement as a whole.

My family has had a hut at the Lower Selwyn since the 1940s and I was lucky enough to grow up spending time on the lake and Lower Selwyn River. I learned how to use a fly rod and fish for the fantastic brown trout in the river by the age of 8 years old, went floundering in the lake, learned to swim and rowboats and later I learned to duck hunt on and around the lake.

We would spend long weekends and the summer holidays at the huts where I spent many happy hours with the other children of whom I am still friends 45 years later. The community is unique, and the hut owners all know and look out for each other.

The fishing and hunting skills I learned in my youth have given me an appreciation for the special lake environment and the importance of wild places. I have learned to harvest food for my family while ensuring it is done sustainably and humanly. This understanding of the importance of the environment has led to senior leadership roles in Fish and Game and several environmental restoration trusts.

In 2016 after some research, I wrote a paper titled "The Te-Waihora/Lake Ellesmere Brown Trout Fishery Collapse and the Short-Term Recovery" This paper was widely circulated, and I appeared on Television and Radio about the decline in the environmental health of the Selwyn River, and Te-Waihora. I was able to help kick-start the broader public understanding of the effects of pollutants such as Nitrogen and phosphorus and the negative effects of over-extraction.

This work that has raised public awareness of environmental issues around Te-Waihora and helped drive change is a direct result of my appreciation for the environment gained while growing up at the huts.

I have been lucky that my Children have also grown-up fishing and playing around the lake and one day I hope to take my grandchildren there and catch bullies in the river or put out a net for flounder.



In ecological science, it is well accepted the importance of local communities being connected to environmental resources. Therefore, it is important for the future of the lake that the community surrounding it, and its people are connected, to fight for and ensure a sustainable future.

We should not underestimate the benefit to the lake from the recreational communities that use the lake for recreation and food harvest.

Regarding the settlement's legal right to exist, I want to reiterate that the Canterbury Conservation Management Strategy 2016 section 3.11 says that "the use of private accommodation is to be phased out, except where specifically provided for or allowed in legislation". Table 16 lists the Lower Selwyn Huts as authorised with the comment "Authorised by specific leases since the settlement was established in 1920's and now in accordance with the Te Waihora Joint Management Plan 2006". The Te Waihora Joint Management Plan which is still in force in section 7.2.2 is the lower Selwyn Huts settlement is specifically allowed within the lake management area. The renewal of the leases does not remove the above intended authorisation.

This section states "The Lower Selwyn Huts settlement was established as a recreational fishing and game bird shooting base in the late 1880s with the advent of the successful brown trout fishery in the Selwyn River/Waikirikiri. The hut settlement, which is within the Joint Management Plan Area, is administered by the Department and leased to the hut owners. The leases were reviewed (2004) with lease conditions put in place to avoid any adverse effects from the settlement on the adjoining Joint Te Waihora Joint Management Plan. They are allowed on a historic basis for recreational purposes.

In my view, the hut settlement is a legitimate settlement for the purposes of recreation and is provided for in the Joint management plan.

The issue of climate change causing more flooding has been cited as a reason that the hut community is not sustainable however, a review by Professional environmental consultants (PDP) of this has shown that although climate change will affect sea level rise, there is

simply not enough specific data to make that statement. The data shows that annual inflow will not increase due to climate change so flooding from rivers will not increase. Sea level rise will impact the lake level and timings of opening the lake to the sea.

Current sea level rise models vary between the lowest and highest rises, the reality is we don't know how fast sea level will rise. The science is still unclear on the rate of rise over time.

Sea level rise will mean less hydraulic head between the lake and the sea making the current mechanical drag line method of opening the lake harder. It's important to remember that other lake-draining options are available.

In the 2000's the huts updated the grey and black water to ensure minimal environmental impacts on the lake. All storage is above ground, the community tanks are below ground but are regularly leak-tested. This is to ensure flooding does not create pollution.

The reality is that flooding is a fact of life at the lower huts and before a decision to abandon the community could be made, specific data and mitigations should be studied, this has not been done. If a further term of 20 years was agreed this work and future decisions could be completed.

The settlement has engaged a historian to review the huts and it was found that the huts had been on this site before 1900. This makes the settlement a historic site and therefore nationally important. Also, the Selwyn fly fisherman, David Hope, (Hut owner at the Lower Selwyn Huts) had several of his patterns named after him, the 'Hopes silvery and Hopes dark', when fished together this setup was termed the 'Selwyn cast'. These patterns are internationally known by fly fishers around the world while many other important Canterbury people have had huts over the years.

It is my view that the settlement is a nationally significant historic site and embodies all that is the "Kiwi Bach". A guest at hut [redacted] recently [redacted] described the lower Selwyn huts as "quintessential Kiwiana!" We must preserve this history!

I believe that a concession for a further 20 years should be granted to preserve the history of the settlement and the connection of the community to the lake environment. During this time professional work can be completed on the specific effects of sea level rise to determine future decisions.

Should a public meeting be necessary I would like to be heard in support of my submission.

Regards

[redacted]
Hut [redacted] Lower Selwyn Huts