



Toitū Te Whenua
Land Information
New Zealand

MEMORANDUM OF UNDERSTANDING

Between

Selwyn District Council

And

Toitū Te Whenua Land Information New Zealand

Proactive Release

PARTIES

Selwyn District Council (SDC)

and

Toitū Te Whenua Land Information New Zealand (LINZ)

INTRODUCTION

The purpose of this Memorandum of Understanding (MOU) is to record the principles and objectives underpinning the parties' sharing of information relating to Crown pastoral lease (CPL) land within the Selwyn District.

The Parties want to develop an improved process of alignment when making management and consenting decisions concerning developments on CPL land.

Schedule 1 broadly outlines the activities and initiatives subject to this MOU. Schedules 2, 3, 4 and 5 are to be considered alongside it.

ROLES AND RESPONSIBILITIES

The role of Toitū Te Whenua Land Information New Zealand (LINZ)

LINZ owns / administers on behalf of the Commissioner of Crown Lands (the Commissioner) approximately 1.2 million hectares of land in the South Island high country that is leased or (in a few cases) licensed for pastoral farming purposes. Pastoral leases have a 33-year term with a perpetual right of renewal. Leases allow grazing of the land for pastoral farming purposes, but leaseholders are subject to a range of restrictions under their leases and under legislation.

Crown pastoral leases are managed in accordance with the Land Act 1948 and the Crown Pastoral Land Act 1998 (CPLA). The pastoral team currently administers 181 leases (as at 30 September 2021) – this includes pastoral and special leases, and licences to occupy. There are eight pastoral leases in the Selwyn District Council area (refer to the Map in Schedule 2).

The Commissioner is the statutory officer who exercises rights of ownership and has statutory responsibility for Crown land held under the Land Act, including Crown pastoral leases. LINZ, through the pastoral team, undertakes the day-to-day administration of the leases and land on behalf of the Commissioner.

Lessees apply to the Commissioner, through LINZ, for landlord's consent (when required) to undertake development activities on their lease and the Land Act and / or CPLA set out the framework for considering these applications. Any decisions granting consent act only as landlord's consent that the activity can be undertaken, subject to all other rules and regulations. The lessee must obtain all other consents required, including those from the relevant territorial authority.

The role of Selwyn District Council (SDC)

SDC plays a broad role in meeting the current and future needs of the Selwyn community for good-quality local infrastructure, local public services, and performance of regulatory functions.

District Councils throughout New Zealand are tasked through the Resource Management Act 1991 (RMA) with protecting significant indigenous vegetation and significant habitats of indigenous fauna within their districts. Council also has a general function under s31 of the Act to maintain indigenous biological diversity.

The RMA also identifies the protection of areas of significant indigenous vegetation and significant habitats of indigenous fauna as a matter of national importance.

Under the RMA, territorial authorities such as SDC, are required to prepare plans to manage the environment in their territorial area. The Selwyn District Plan contains provisions to protect indigenous biodiversity within the district and to give effect to Sections 6 and 31 of the Act and it sets objectives and policies to implement these requirements.

SDC has other approved planning and policy documents such as the Long Term Plan 2018-2028 and the Open Spaces Strategy (2015) which give SDC direction, and policies regarding the management and protection of indigenous biodiversity in the District.

National and Regional Policies and Plans that guide and enable SDC with native biodiversity management and protection:

- The NZ Biodiversity Strategy 2000-2020
- National Policy Statement – Indigenous Biodiversity (currently under development)
- Canterbury Regional Policy Statement
- Canterbury Biodiversity Strategy
- The Canterbury Regional Pest Management Plan 2018-2038
- The Mahaanui Iwi Management Plan 2013

PURPOSE

That, subject always to applicable statutory and legal restrictions and obligations (including under the Privacy Act 1993), LINZ and SDC inform each other when consent to undertake an activity on CPL land, including land development or indigenous vegetation removal, has been lodged with either party so that a full assessment against all applicable rules can be completed and to ensure that any granting of consent has stipulated conditions to comply with all relevant legislation.

At the time of signing of this document these pastoral leases in the Selwyn District are subject to District Plan Outstanding Natural Landscape rules:

- Brooksdale
- Bush Spurs
- Castle Hill
- Glenthorne
- Mt Algidus
- Mt Oakden
- Mt Olympus
- Mt White

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This MOU is signed by the following on behalf of their respective organisations.

DATED:

**TOITŪ TE WHENUA LAND INFORMATION
NEW ZEALAND**

SELWYN DISTRICT COUNCIL

SIGNED on behalf of Toitū Te Whenua Land
Information New Zealand by

SIGNED on behalf of Selwyn District Council
by

Witness signature

Witness signature

Witness name:

Witness name:

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SCHEDULE 1

1. The Parties want to collaborate on aligning processes for consenting. The Parties will inform each other when a consent to develop CPL land and / or remove indigenous vegetation has been lodged with either party so that a full assessment against all applicable rules can be completed and to ensure that any granting of consents has stipulated conditions to comply with all relevant legislation. Aligning these processes will help to provide more certainty for CPL lessees regarding consenting.
2. The Parties acknowledge that SDC has particular areas of interest including **cultivation** and **mulching** (which may negatively impact on indigenous vegetation). **Earthworks** and **tracking** are particularly relevant where those activities are occurring in Outstanding Natural Landscape or Visual Amenity Landscape areas. Applications for consent involving those activities are those of most interest to SDC in terms of information sharing to help ensure consent compliance with Selwyn District Plan rules concerning Indigenous Vegetation Clearance and activities in Outstanding Natural Landscapes or Visual Amenity Landscape areas.
3. The Parties consider that relevant information sharing is important to allow for improved decision making. For example, it is anticipated that SDC may look to undertake Significant Natural Area assessments and Biodiversity Management Plan activities on CPL in the future and as such will keep LINZ fully informed and share associated information in this regard.
4. Meetings will be held every three months between the Parties to allow for appropriate relationship development and alignment, and the sharing of information. If necessary, other parties – such as the Department of Conservation and/or Environment Canterbury - may be invited to attend the meetings.
5. Associated reviews and reporting will take place with regard to consent applications, proposed land development activities, identified indigenous biodiversity and Significant Natural Areas on CPL, the duration of the resource consents, and this will be informed by on-going dialogue with the lease holders and land managers as appropriate.

Objective

To enhance and share collective organisational strengths, capability and resources to achieve improvements and alignment.

Principles

Trust

Trust is built through demonstrating integrity; building credibility through deeds and words; by communicating candidly, early and often; and by operating with transparency.

Collaborative, integrated approach

The Parties take a collaborative approach to preparing advice to their respective decision-makers whilst acknowledging their distinct roles as benefactors and providers of responsible government to enable efficiencies for lessees.

Term

6. This MOU is effective 1 July 2021 and expires 30 June 2026 (unless during the review process parties agree in writing to renew the term of the MOU before its expiry).
7. Either party may withdraw from the MOU by giving 4 weeks' written notice to the other party.

Relationship Management and Communication

8. The following people are the agreed contacts:

Land Information New Zealand's Representative	Selwyn District Council's representative
<p>Manager Land and Property (Christchurch) James Holborow jholborow@linz.govt.nz (03) 374 0083</p>	<p>Senior Biodiversity Advisor Andrew Spanton Andrew.Spanton@selwyn.govt.nz (03) 347 2907</p> <p>Planning Manager Benjamin Rhodes Benjamin.Rhodes@selwyn.govt.nz (03) 347 2824</p>

9. It is the responsibility of these contact people to:

- i. Arrange meetings and reviews
- ii. Oversee reporting requirements
- iii. Communicate on matters of interest to either party

10. In the interests of clear communication, each party should consult with the other party prior to making public statements that are relevant to the relationship of the Parties as set out in this document.

Review of the MOU

11. This MOU will be reviewed annually from the date this MOU is effective.

12. The Parties will discuss progress in implementing the objectives of the MOU at the quarterly relationship meetings.

Management agreements and contractual arrangements

13. The relationship of the Parties under this MOU is not one of legal partnership, joint venture or agency.

14. The Parties do not intend this MOU to be legally binding.

Confidentiality

15. Where either Party intends to disclose information received from the other to any third party consent of the Party that provided the information is required.

Intellectual Property and Data Sharing

16. All intellectual property brought by each party to the relationship under this MOU remains in the ownership of that party. Ownership and management of intellectual property should be dealt with by protocols for data sharing created as part of any agreement or arrangement.

17. Use of logos or other corporate identification must be agreed to in writing by each party on a case by case basis.

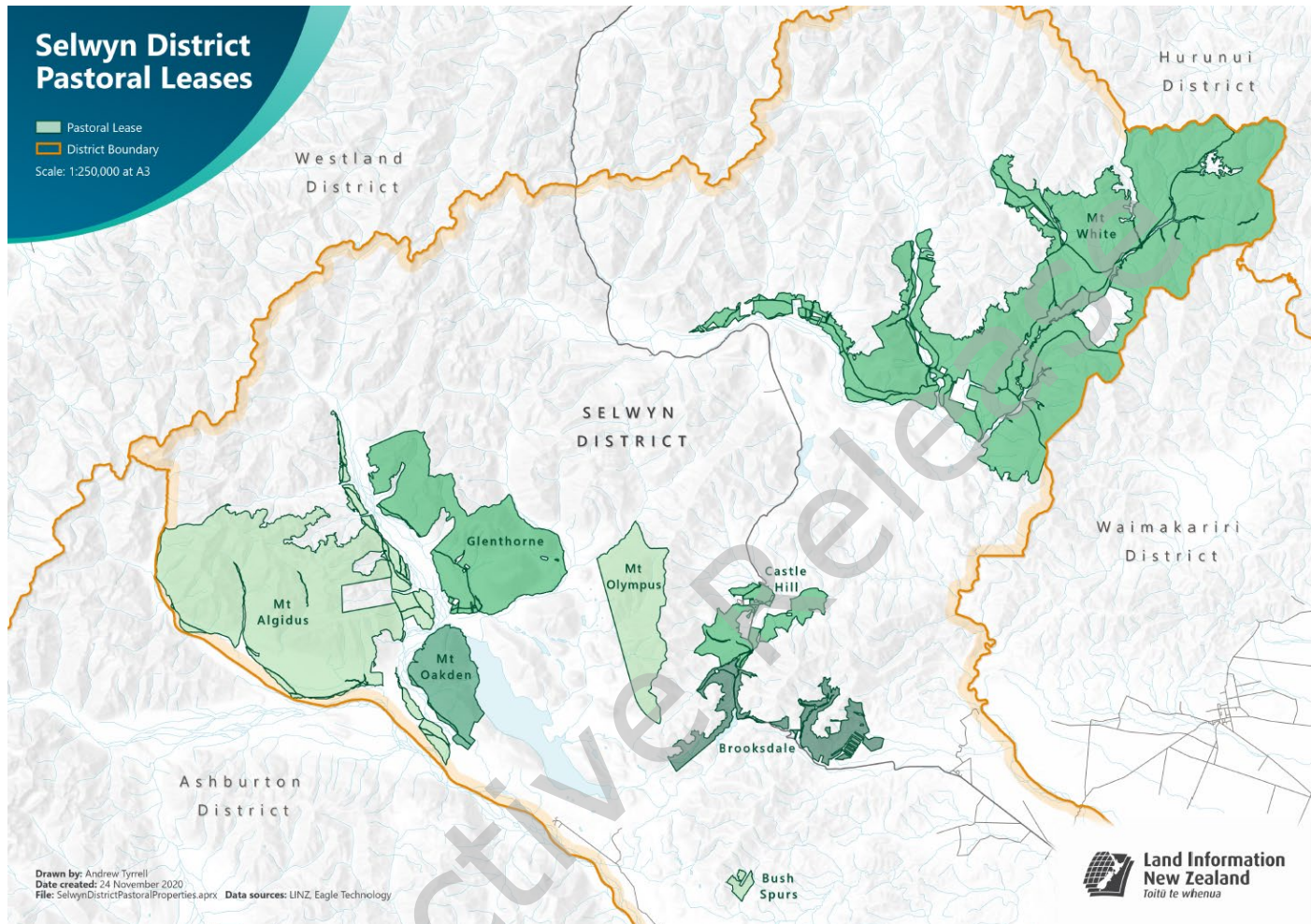
Dispute resolution

18. Any disputes arising from this MOU will be settled by full and frank discussion and negotiation between the Parties.

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SCHEDULE 2

CPL land within the Selwyn District Council boundary



SCHEDULE 3**LINZ Template Form / Information Sheet**

The purpose of this document is to assist LINZ and SDC in the sharing of consent information.

Date of application:

Expected date of decision:

Soil disturbance:

Title ref:

Legal Description:

Description of activity:

If the applicant has mentioned other consents or identified ones to obtain, list them here.

Is there any other consideration that the author considers either party needs to be aware of?

Has this consent been passed to DOC for their advice?

Map of site and photo's (if sent in with the application).

Feedback from Selwyn District Council:

SCHEDULE 4**SDC Template Form / Information Sheet**

The purpose of this document is to assist LINZ and SDC in the sharing of consent information.

Date of application:

Expected date of decision:

Valuation ref:

Legal Description:

Description of activity:

If the applicant has mentioned other consents or identified ones to obtain, list them here.

Is there any other consideration that the author considers either party needs to be aware of?

Map of site and photos (if sent in with the application).

Feedback from Land Information New Zealand:

SCHEDULE 5

Processing Information

SDC's involvement

- When a discretionary consent application for **cultivation, mulching, earthworks, or tracking** (that may result in adverse effects on indigenous vegetation, or outstanding natural landscapes) on CPL is made to LINZ or when a consent application is made to SDC.
- When invited to visit a pastoral lease by the lessee (or with their permission) with LINZ;
- When a consent decision is made by LINZ or SDC (information sharing regarding the decision and any conditions).

LINZ and SDC are open to providing and receiving information from one another about the consents captured by this MOU and to providing feedback to one another for consideration when processing these consents.

Other considerations

- The Parties will need to advise lessees that applications and other relevant information may be shared between them before this happens.
- LINZ has timeframes to adhere to and may place a deadline on SDC for feedback on an application.
- SDC need to advise in each case if they would like the following wording included in LINZ's Notices of Decision; *"However, the consent of the Commissioner of Crown Lands does not authorise the activity to be undertaken without the required permission/s such as, with regard to the Resource Management Act, and relevant District or Regional plans. You are advised to contact your Territorial or Regional Authority when considering development proposals - for example native vegetation clearance, and earthworks in Outstanding Natural Landscapes."*