

APPLICATION AS NOTIFIED

Downdays Trustees Limited

(RM210323)

Submissions Close 16.09.21

FORM 12

File Number RM210323

QUEENSTOWN LAKES DISTRICT COUNCIL

PUBLIC NOTIFICATION

Notification of an application for a Resource Consent under Section 95A of the Resource Management Act 1991.

The Queenstown Lakes District Council has received an application for a resource consent from:

Downdays Trustees Limited

What is proposed:

Application under Section 88 of the Resource Management Act 1991 (RMA) for resource consent to undertake a two-lot subdivision at 79 Riverbank Road, Wanaka, which does not comply with minimum average lot size, to establish two residential building platforms, and to breach a road boundary setback. Consent is also sought to vary the conditions of RM160540 to reduce the number of guests accommodated on site from 26 to 24. The proposed lot sizes are as follows:

Lot 1: 1.295 hectares

Lot 2: 1.777 hectares

The location in respect of which this application relates is situated at:

79 Riverbank Road, Wanaka

The application includes an assessment of environmental effects. This file can also be viewed at our public computers at these Council offices:

- **74 Shotover Street, Queenstown;**
- **Gorge Road, Queenstown;**
- **and 47 Ardmore Street, Wanaka during normal office hours (8.30am to 5.00pm).**

Alternatively, you can view them on our website when the submission period commences:

<https://www.qldc.govt.nz/services/resource-consents/notified-resource-consents#public-rc> or via our edocs website using RM210323 as the reference <https://edocs.qldc.govt.nz/Account/Login>

The Council planner processing this application on behalf of the Council is Danielle Ter Huurne, who may be contacted by phone at 03 441 3696 or email at Danielle.terhuurne@qldc.govt.nz

Any person may make a submission on the application, but a person who is a trade competitor of the applicant may do so only if that person is directly affected by an effect of the activity to which the application relates that –

- a) adversely affects the environment; and
- b) does not relate to trade competition or the effects of trade competition.

If you wish to make a submission on this application, you may do so by sending a written submission to the consent authority no later than:

16 September 2021

The submission must be dated, signed by you and must include the following information:

- a) Your name and postal address and phone number/fax number.
- b) Details of the application in respect of which you are making the submission including location.
- c) Whether you support or oppose the application.
- d) Your submission, with reasons.
- e) The decision you wish the consent authority to make.
- f) Whether you wish to be heard in support of your submission.

You may make a submission by sending a written or electronic submission to Council (details below). The submission should be in the format of Form 13. Copies of this form are available Council website:

https://www.qldc.govt.nz/services/resource-consents/application-forms-and-fees#other_forms

You must serve a copy of your submission to the applicant as soon as reasonably practicable after serving your submission to Council:

C/- Jack Lister
jack@chasurveyors.co.nz
C Hughes and Associates Limited
PO Box 599, Wanaka

QUEENSTOWN LAKES DISTRICT COUNCIL



(signed by Kenny Macdonald pursuant to a delegation given under Section 34A of the Resource Management Act 1991)

Date of Notification: 19 August 2021

Address for Service for Consent Authority:

Queenstown Lakes District Council
Private Bag 50072, Queenstown 9348
Gorge Road, Queenstown 9300

Phone
Email
Website

03 441 0499
rcsubmission@qldc.govt.nz
www.qldc.govt.nz



APPLICATION FOR RESOURCE CONSENT OR
FAST TRACK RESOURCE CONSENT

FORM 9: GENERAL APPLICATION



Under Section 87AAC, 88 & 145 of the Resource Management Act 1991 (Form 9)

PLEASE COMPLETE ALL MANDATORY FIELDS* OF THIS FORM.

This form provides contact information and details of your application. If your form does not provide the required information it will be returned to you to complete. Until we receive a completed form and payment of the initial fee, your application may not be accepted for processing.



APPLICANT //

- Must be a person or legal entity (limited liability company or trust).
- Full names of all trustees required.
- The applicant name(s) will be the consent holder(s) responsible for the consent and any associated costs.

*Applicant's Full Name / Company / Trust: **Downdays Trustees Limited**
(Name Decision is to be issued in)

All trustee names (if applicable):

*Contact name for company or trust: **Jo Day**

*Postal Address: **79 Riverbank Road, RD 2, Wanaka**

*Post code:
9382

*Contact details supplied must be for the applicant and not for an agent acting on their behalf and must include a valid postal address

*Email Address: **jo@oasiswanaka.co.nz**

*Phone Numbers: Day **03 443 5388**

Mobile: **021405388**

*The Applicant is:



Owner



Prospective Purchaser (of the site to which the application relates)



Occupier



Lessee

Other - Please Specify:



Our preferred methods of corresponding with you are by **email** and **phone**.

The decision will be sent to the Correspondence Details by **email** unless requested otherwise.



CORRESPONDENCE DETAILS //

If you are acting on behalf of the applicant e.g. agent, consultant or architect please fill in your details in this section.

*Name & Company: **Jack Lister - C HUGHES AND ASSOCIATES LTD**

*Phone Numbers: Day **03 443 5052**

Mobile: **021704479**

*Email Address: **jack@chasurveyors.co.nz**

*Postal Address: **PO Box 599, Wanaka**

*Postcode:
9343



INVOICING DETAILS //

Invoices will be made out to the applicant but can be sent to another party if paying on the applicant's behalf. For more information regarding payment please refer to the Fees Information section of this form.

*Please select a preference for who should receive any invoices and how they would like to receive them.

Applicant:



Agent:



Other - Please specify:

Email:



Post:



*Attention: **Jo Day**

*Postal Address: **79 Riverbank Road, RD 2, Wanaka**

*Post code:
9382

*Please provide an email AND full postal address.

*Email: **jo@oasiswanaka.co.nz**



OWNER DETAILS // Please supply owner details for the subject site/property if not already indicated above

Owner Name:

Owner Address:

If the property has recently changed ownership please indicate on what date (approximately) AND the names of the previous owners:

Date:

Names:



DEVELOPMENT CONTRIBUTIONS INVOICING DETAILS //

If it is assessed that your consent requires development contributions any invoices and correspondence relating to these will be sent via email. Invoices will be sent to the email address provided above unless an alternative address is provided below. Invoices will be made out to the applicant/owner but can be sent to another party if paying on the applicant's behalf.

*Please select a preference for who should receive any invoices.

Details are the same as for invoicing ☒

Applicant:

☐

Landowner:

☐

Other, please specify:

*Attention:

*Email:

[Click here for further information and our estimate request form](#)



DETAILS OF SITE // Legal description field must list legal descriptions for all sites pertaining to the application. Any fields stating 'refer AEE' will result in return of the form to be fully completed.

*Address / Location to which this application relates:

79 Riverbank Road, Wanaka

*Legal Description: Can be found on the Computer Freehold Register or Rates Notice – e.g Lot x DPxxx (or valuation number)

Lot 1 DP 309233

District Plan Zone(s): Rural Living



SITE VISIT REQUIREMENTS // Should a Council officer need to undertake a site visit please answer the questions below

Is there a gate or security system restricting access by council?

YES ☐ NO ☒

Is there a dog on the property?

YES ☐ NO ☒

Are there any other hazards or entry restrictions that council staff need to be aware of?

YES ☐ NO ☒

If 'yes' please provide information below



PRE-APPLICATION MEETING OR URBAN DESIGN PANEL

Have you had a pre-application meeting with QLDC or attended the urban design panel regarding this proposal?

☐

Yes

☒

No

☐

Copy of minutes attached

If 'yes', provide the reference number and/or name of staff member involved:



CONSENT(S) APPLIED FOR // * Identify all consents sought

☐

Land use consent

☒

Subdivision consent

☐

Change/cancellation of consent or consent notice conditions

☐

Certificate of compliance

☐

Extension of lapse period of consent (time extension) s125

☐

Existing use certificate



QUALIFIED FAST-TRACK APPLICATION UNDER SECTION 87AAC

☐

Controlled Activity

☐

Deemed Permitted Boundary Activity

If your consent qualifies as a fast-track application under section 87AAC, tick here to opt out of the fast track process

☐

BRIEF DESCRIPTION OF THE PROPOSAL // * Please complete this section, any form stating 'refer AEE' will be returned to be completed with a description of the proposal

*Consent is sought to:

Undertake a two lot subdivision at 79 Riverbank Road that does not comply with the average minimum lot size for Rural Lifestyle zone, and establish a building platform on each lot around existing buildings.



APPLICATION NOTIFICATION

Are you requesting public notification for the application?

☐

Yes

☒

No

Please note there is an additional fee payable for notification. Please refer to Fees schedule



OTHER CONSENTS

Is consent required under a National Environmental Standard (NES)?

- NES for Assessing and Managing Contaminants in Soil to Protect Human Health 2012

An applicant is required to address the NES in regard to past use of the land which could contaminate soil to a level that poses a risk to human health. Information regarding the NES is available on the website

<http://www.mfe.govt.nz/laws/standards/contaminants-in-soil/>

You can address the NES in your application AEE OR by selecting ONE of the following:

☐

This application does not involve subdivision (excluding production land), change of use or removal of (part of) a fuel storage system. Any earthworks will meet section 8(3) of the NES (including volume not exceeding 25m³ per 500m²). Therefore the NES does not apply.

☒

I have undertaken a comprehensive review of District and Regional Council records and I have found no record suggesting an activity on the HAIL has taken place on the piece of land which is subject to this application.

NOTE: depending on the scale and nature of your proposal you may be required to provide details of the records reviewed and the details found.



OTHER CONSENTS // CONTINUED

☐

I have included a Preliminary Site Investigation undertaken by a suitably qualified person.

☐

An activity listed on the HAIL has more likely than not taken place on the piece of land which is subject to this application. I have addressed the NES requirements in the Assessment of Environmental Effects.

■ Any other National Environmental Standard

☐

Yes

☒

N/A

Are any additional consent(s) required that have been applied for separately?

■ Otago Regional Council

Consents required from the Regional Council (note if have/have not been applied for):

☐

Yes

☒

N/A



INFORMATION REQUIRED TO BE SUBMITTED //

Attach to this form any information required (see below & appendices 1-2).

To be accepted for processing, your application should include the following:

☒

Computer Freehold Register for the property (no more than 3 months old) and copies of any consent notices and covenants
(Can be obtained from Land Information NZ at <https://www.linz.govt.nz/>).

☒

A plan or map showing the locality of the site, topographical features, buildings etc.

☒

A site plan at a convenient scale.

☒

Written approval of every person who may be adversely affected by the granting of consent (s95E).

☒

An Assessment of Effects (AEE).

An AEE is a written document outlining how the potential effects of the activity have been considered along with any other relevant matters, for example if a consent notice is proposed to be changed. Address the relevant provisions of the District Plan and affected parties including who has or has not provided written approval. See [Appendix 1](#) for more detail.



We prefer to receive applications [electronically](#) – please see Appendix 5 – [Naming of Documents Guide](#) for how documents should be named. Please ensure documents are scanned at a minimum [resolution](#) of 300 dpi. Each document should be no greater than 10mb



PRIVACY INFORMATION

The information you have provided on this form is required so that your application can be processed under the Resource Management Act 1991 and may also be used in statistics collected and provided to the Ministry for the Environment and Queenstown Lakes District Council. The information will be stored on a public register and may be made available to the public on request or on the company's or the Council's websites.



FEES INFORMATION

Section 36 of the Resource Management Act 1991 deals with administrative charges and allows a local authority to levy charges that relate to, but are not limited to, carrying out its functions in relation to receiving, processing and granting of resource consents (including certificates of compliance and existing use certificates).

Invoiced sums are payable by the 20th of the month after the work was undertaken. If unpaid, the processing of an application, provision of a service, or performance of a function will be suspended until the sum is paid. You may also be required to make an additional payment, or bring the account up to date, prior to milestones such as notification, setting a hearing date or releasing the decision. In particular, all charges related to processing of a resource consent application are payable [prior to issuing of the decision](#). Payment is due on the 20th of the month or [prior to the issue date](#) – [whichever is earlier](#).



FEES INFORMATION // CONTINUED

If your application is notified or requires a hearing you will be requested to pay a notification deposit and/or a hearing deposit. An applicant may not offset any invoiced processing charges against such payments.

Section 357B of the Resource Management Act provides a right of objection in respect of additional charges. An objection must be in writing and must be lodged within 15 working days of notification of the decision.

LIABILITY FOR PAYMENT – Please note that by signing and lodging this application form you are acknowledging that the Applicant is responsible for payment of invoices and in addition will be liable to pay all costs and expenses of debt recovery and/or legal costs incurred by QLDC related to the enforcement of any debt.

MONITORING FEES – Please also note that if this application is approved you will be required to meet the costs of monitoring any conditions applying to the consent, pursuant to Section 35 of the Resource Management Act 1991.

DEVELOPMENT CONTRIBUTIONS – Your development, if granted, may also incur development contributions under the Local Government Act 2002. You will be liable for payment of any such contributions.

A list of Consent Charges is available on the on the Resource Consent Application Forms section of the QLDC website. If you are unsure of the amount to pay, [please call 03 441 0499](tel:034410499) and ask to speak to our duty planner.

Please ensure to [reference any banking payments correctly](#). Incorrectly referenced payments may cause delays to the processing of your application whilst payment is identified.

If the initial fee charged is insufficient to cover the actual and reasonable costs of work undertaken on the application you will be required to pay any additional amounts and will be invoiced monthly as work on the application continues. Please note that if the Applicant has outstanding fees owing to Council in respect of other applications, Council may choose to apply the initial fee to any outstanding balances in which case the initial fee for processing this application may be deemed not to have been paid.



PAYMENT // An initial fee must be paid prior to or at the time of the application and proof of payment submitted.

Please reference your payments as follows:

Applications yet to be submitted: RM followed by first 5 letters of applicant name e.g RMJONES

Applications already submitted: Please use the RM# reference that has been assigned to your application, this will have been emailed to yourself or your agent.

Please note processing will not begin until payment is received (or identified if incorrectly referenced).

I confirm payment by:



Bank transfer to account 02 0948 0002000 00(If paying from overseas swiftcode is – BKNZNZ22)



Cheque payable to Queenstown Lakes District Council attached



Manual Payment (can only be accepted once application has been lodged and acknowledgement email received with your unique RM reference number)

*Reference **RMDOWND**

*Amount Paid: Landuse and Subdivision Resource Consent fees - please select from drop down list below

\$2920 - Other subdivision (e.g. Rural Residential, Rural Lifestyle)

(For required initial fees refer to website for Resource Consent Charges or spoke to the Duty Planner by phoning 03 441 0499)

*Date of Payment **4/21/21**

Invoices are available on request



APPLICATION & DECLARATION

The Council relies on the information contained in this application being complete and accurate. The Applicant must take all reasonable steps to ensure that it is complete and accurate and accepts responsibility for information in this application being so.



If lodging this application as **the Applicant:**

I/we hereby represent and warrant that I am/we are aware of all of my/our obligations arising under this application including, in particular but without limitation, my/our obligation to pay all fees and administrative charges (including debt recovery and legal expenses) payable under this application as referred to within the Fees Information section.

OR:



If lodging this application as **agent of the Applicant:**

I/we hereby represent and warrant that I am/we are authorised to act as agent of the Applicant in respect of the completion and lodging of this application and that the Applicant is aware of all of his/her/its obligations arising under this application including, in particular but without limitation, his/her/its obligation to pay all fees and administrative charges (including debt recovery and legal expenses) payable under this application as referred to within the Fees Information section.



PLEASE TICK

I hereby apply for the resource consent(s) for the Proposal described above and I certify that, to the best of my knowledge and belief, the information given in this application is complete and accurate.



Signed (by or as authorised agent of the Applicant) **

Digitally signed by Jack Lister

Full name of person lodging this form **Jack Lister**

Firm/Company **C HUGHES & ASSOCIATES LTD**

Dated **21/04/2021**

**If this form is being completed on-line you will not be able, or required, to sign this form and the on-line lodgement will be treated as confirmation of your acknowledgement and acceptance of the above responsibilities and liabilities and that you have made the above representations, warranties and certification.

Section 2 of the District Plan provides additional information on the information that should be submitted with a land use or subdivision consent.

The RMA (Fourth Schedule to the Act) requires the following:

1 INFORMATION MUST BE SPECIFIED IN SUFFICIENT DETAIL

- Any information required by this schedule, including an assessment under clause 2(1)(f) or (g), must be specified in sufficient detail to satisfy the purpose for which it is required.

2 INFORMATION REQUIRED IN ALL APPLICATIONS

- (1) An application for a resource consent for an activity (the activity) must include the following:

- (a) a description of the activity;
- (b) a description of the site at which the activity is to occur;
- (c) the full name and address of each owner or occupier of the site;
- (d) a description of any other activities that are part of the proposal to which the application relates;
- (e) a description of any other resource consents required for the proposal to which the application relates;

Information provided within the Form above

- (f) an assessment of the activity against the matters set out in Part 2;
- (g) an assessment of the activity against any relevant provisions of a document referred to in section 104(1)(b).

- (2) The assessment under subclause (1)(g) must include an assessment of the activity against—

- (a) any relevant objectives, policies, or rules in a document; and
- (b) any relevant requirements, conditions, or permissions in any rules in a document; and
- (c) any other relevant requirements in a document (for example, in a national environmental standard or other regulations).

Include in an attached Assessment of Effects (see Clauses 6 & 7 below)

- (3) An application must also include an assessment of the activity's effects on the environment that—

- (a) includes the information required by clause 6; and
- (b) addresses the matters specified in clause 7; and
- (c) includes such detail as corresponds with the scale and significance of the effects that the activity may have on the environment.

ADDITIONAL INFORMATION REQUIRED IN SOME APPLICATIONS

- An application must also include any of the following that apply:
 - (a) if any permitted activity is part of the proposal to which the application relates, a description of the permitted activity that demonstrates that it complies with the requirements, conditions, and permissions for the permitted activity (so that a resource consent is not required for that activity under section 87A(1));
 - (b) if the application is affected by section 124 or 165ZH(1)(c) (which relate to existing resource consents), an assessment of the value of the investment of the existing consent holder (for the purposes of section 104(2A));

ASSESSMENT OF ENVIRONMENTAL EFFECTS

Clause 6: Information required in assessment of environmental effects

- (1) An assessment of the activity's effects on the environment must include the following information:
 - (a) if it is likely that the activity will result in any significant adverse effect on the environment, a description of any possible alternative locations or methods for undertaking the activity;
 - (b) an assessment of the actual or potential effect on the environment of the activity;
 - (c) if the activity includes the use of hazardous substances and installations, an assessment of any risks to the environment that are likely to arise from such use;
 - (d) if the activity includes the discharge of any contaminant, a description of—
 - (i) the nature of the discharge and the sensitivity of the receiving environment to adverse effects; and
 - (ii) any possible alternative methods of discharge, including discharge into any other receiving environment;
 - (e) a description of the mitigation measures (including safeguards and contingency plans where relevant) to be undertaken to help prevent or reduce the actual or potential effect;
 - (f) identification of the persons affected by the activity, any consultation undertaken, and any response to the views of any person consulted;
 - (g) if the scale and significance of the activity's effects are such that monitoring is required, a description of how and by whom the effects will be monitored if the activity is approved;
 - (h) if the activity will, or is likely to, have adverse effects that are more than minor on the exercise of a protected customary right, a description of possible alternative locations or methods for the exercise of the activity (unless written approval for the activity is given by the protected customary rights group).
- (2) A requirement to include information in the assessment of environmental effects is subject to the provisions of any policy statement or plan.
- (3) To avoid doubt, subclause (1)(f) obliges an applicant to report as to the persons identified as being affected by the proposal, but does not—
 - (a) oblige the applicant to consult any person; or
 - (b) create any ground for expecting that the applicant will consult any person.

CLAUSE 7: MATTERS THAT MUST BE ADDRESSED BY ASSESSMENT OF ENVIRONMENTAL EFFECTS

- (1) An assessment of the activity's effects on the environment must address the following matters:
 - (a) any effect on those in the neighbourhood and, where relevant, the wider community, including any social, economic, or cultural effects;
 - (b) any physical effect on the locality, including any landscape and visual effects;
 - (c) any effect on ecosystems, including effects on plants or animals and any physical disturbance of habitats in the vicinity;
 - (d) any effect on natural and physical resources having aesthetic, recreational, scientific, historical, spiritual, or cultural value, or other special value, for present or future generations;
 - (e) any discharge of contaminants into the environment, including any unreasonable emission of noise, and options for the treatment and disposal of contaminants;
 - (f) any risk to the neighbourhood, the wider community, or the environment through natural hazards or the use of hazardous substances or hazardous installations.
- (2) The requirement to address a matter in the assessment of environmental effects is subject to the provisions of any policy statement or plan.

UNDER THE FOURTH SCHEDULE TO THE ACT:

- An application for a subdivision consent must also include information that adequately defines the following:
 - (a) the position of all new boundaries:
 - (b) the areas of all new allotments, unless the subdivision involves a cross lease, company lease, or unit plan:
 - (c) the locations and areas of new reserves to be created, including any esplanade reserves and esplanade strips:
 - (d) the locations and areas of any existing esplanade reserves, esplanade strips, and access strips:
 - (e) the locations and areas of any part of the bed of a river or lake to be vested in a territorial authority under section 237A:
 - (f) the locations and areas of any land within the coastal marine area (which is to become part of the common marine and coastal area under section 237A):
 - (g) the locations and areas of land to be set aside as new roads.

Will your resource consent result in a Development Contribution and what is it?

- A Development Contribution can be triggered by the granting of a resource consent and is a financial charge levied on new developments. It is assessed and collected under the Local Government Act 2002. It is intended to ensure that any party, who creates additional demand on Council infrastructure, contributes to the extra cost that they impose on the community. These contributions are related to the provision of the following council services:
 - Water supply
 - Wastewater supply
 - Stormwater supply
 - Reserves, Reserve Improvements and Community Facilities
 - Transportation (also known as Roading)

[Click here for more information on development contributions and their charges](#)

OR Submit an Estimate request *please note administration charges will apply



Please note that some land use consents can be dealt with as fast track land use consent. This term applies to resource consents where they require a controlled activity and no other activity. A 10 day processing time applies to a fast track consent.

If the consent authority determines that the activity is a deemed permitted boundary activity under section 87BA of the Act, written approval cannot be withdrawn if this process is followed instead.

A fast-track application may cease to be a fast-track application under section 87AAC(2) of the Act.

While it is not essential that your documents are named the following, it would be helpful if you could title your documents for us. You may have documents that do not fit these names; therefore below is a guide of some of the documents we receive for resource consents. Please use a generic name indicating the type of document.

Application Form 9

Engineering Report

Assessment of Environmental Effects (AEE)

Geotechnical Report

Computer Register (CFR)

Wastewater Assessment

Covenants & Consent Notice

Traffic Report

Affected Party Approval/s

Waste Event Form

Landscape Report

Urban Design Report



CROMWELL
17A Murray Tce
PO Box 51 T 03 4450376
Cromwell 9342
cromwell@chasurveyors.co.nz

WANAKA
80 Ardmore St
PO Box 599 T 03 443 5052
Wanaka 9343
wanaka@chasurveyors.co.nz

Directors: Matthew Suddaby
Jack Lister
Campbell Hills

CSNZ THE CONSULTING
SURVEYORS
OF NEW ZEALAND
A DIVISION OF THE NEW ZEALAND INSTITUTE OF SURVEYORS

Application for Subdivision

Downdays Trustees Limited

Riverbank Road, Wanaka

Report Date: April 2021

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1.0 INTRODUCTION

We seek consent, on behalf of our client, to subdivide a 3.072ha rural lifestyle property in two.

Existing buildings will be contained inside residential building platforms, and these platforms are identified on each allotment as part of this application.

While the minimum allotment area size of 1ha is exceeded for both proposed allotments, the overall subdivision will not meet the minimum average allotment area of 2ha. For this reason, we are applying for the subdivision as a non-complying activity.

The occupied areas of the proposed allotments will remain as per the *status quo*. There will be no perceivable change to the site as a result of this subdivision activity, it will simply alter ownership of the established land use.

Due to the less than minor effects on the environment, and the provision of written approvals of all surrounding neighbours, we respectfully request that this application is considered on a non-notified basis.

As Lot 2 contains a visitor accommodation business, the applicant requests that she is contacted prior to any site visits being made. Jo Day - 034435388

2.0 THE SITE

The subject land comprises the following:

- Lot 1 DP 309233 (3.0720ha), comprised in Record of Title 35988 held by Downdays Trustees Limited.

The land is located at 79 Riverbank Road, Wanaka. A Visitor Accommodation activity (Oasis Yurt Lodge) occurs at the north end of the property.

Access to the property is currently via two entranceways from Riverbank Road. Both of these existing accesses will be retained with each providing a separate entrance to each allotment.

Vegetation within the site comprises extensive mature trees and amenity planting of native and exotic shrubs, flaxes and grasses. Larger established shelter planting exists along the riverbank road boundary and the north-eastern and south-eastern boundaries of the site.

There is a terrace running northeast-southwest across the middle of the property, with the escarpment face falling steeply from west to east by about 5 metres. The residential and visitor accommodation activity is located on the upper terrace, and this is in keeping with the surrounding Riverbank Road properties. The terrace face itself is heavily vegetated and the and lower terrace shares its south-eastern boundary with the Cardrona River. The lower terrace is flat and forms a mostly un-used area of the site.

The surrounding properties are characterised by established rural living development, predominated by residential activity that is interspersed with visitor accommodation and industrial activities.

The entirety of the property is zoned Rural Lifestyle under both the Operative (ODP) and Proposed (PDP) District Plans.

2.1 *Site history*

RM950554	Consent for the existing dwelling on proposed Lot 1
RM970016	Consent for homestay adventure retreat up to 8 people.
RM000211	Subdivision consent which created the lot.
RM030812	Consent to construct a shed
RM090352	Consent to construct a sleepout/office building.
RM160540	Consent to construct yurts, utility building and visitors accommodation for up to 26 people.

The entirety of the property is zoned Rural General.

The property fronts Riverbank Road. This is a council owned, sealed and maintained road.



Figure 1: Subdivision location

3.0 PROPOSED SUBDIVISION

The proposal is to subdivide the 3.0720ha property into two lots.

The proposed total areas of the lots are as follows:

Lot 1: 1.295ha

Lot 2: 1.777ha

Access for both lots will be via the two existing vehicle entrances and driveways.

In many other cases, a two lot subdivision of an existing title would result in a new lot and future development of a vacant part of the title, however in this case the subdivision will effectively rationalise the existing land occupations. The occupied areas of proposed Lots 1 and 2 will remain unchanged as a result of this subdivision.

The effects of granting this subdivision will be limited to a change in the legal boundaries and ownership of the land.

3.1 **Boundary location**

The boundary has been located in accordance with the wishes of the applicant and follows a practical and logical line through the site. There is a natural separation in both distance and perception between the residential activity contained within proposed Lot 1 and the consented landuse activity contained within proposed Lot 2.

The applicants currently live in the dwelling on proposed Lot 1 and run their yurt lodge accommodation business on proposed Lot 2. Due to the global Covid19 pandemic's effect on accommodation in this district it has become unsustainable for the applicants to manage the yurt business in the same way. The subdivision of the land into the two lots enables the downsizing of the business operations without impacting on the quality of either allotment or their existing use.

3.2 Building platforms

It is proposed to define residential building platforms around the existing buildings on both allotments. This is as per Rule 27.7.18(c) and the area of both platforms will be 500m². The building platforms will fully contain existing buildings; being the established residential house on Lot 1, and a garage and 2-unit/kitchen/lounge building known as "The Shed" on Lot 2.

"The Shed" building on Lot 2 will be utilised as a manager's residence post-subdivision. The current owners of the site wish to live in this building and will continue to run the yurt accommodation business. Some internal changes to "The Shed" building may be required but there are no anticipated external alterations to this building.

The following design controls are proposed to be registered in the form of a consent notice. It is noted that the buildings within the platforms already exist therefore the design controls will apply to only any future alterations;

- Any residential unit including residential flat and any accessory building(s) shall be contained within the identified principle building platform;
- The building height shall follow the existing building roof line or be a maximum of 5.5m above ground level (whichever is the higher).
- Exterior lighting to be down-lighting only.

3.3 Services & Access

Access

Vehicle access to each lot is provided from separate existing vehicle entrances. The existing entrances are in accordance with QLDCs LDS Code of Practice; are appropriately located and are in a good state of repair.

Sight distances to the south are 115m for the Lot 1 entrance and 150m for the Lot 2 entrance. Site distances to the north are in excess of 280m for both entrances. The crossings have adequate formation with flat gradients and low breakover angle, stormwater runoff from both driveways is appropriately managed by existing culverts and sumps. There is one crossing per allotment therefore there is no requirement for shared access or right of way easements in this proposal.



Figure 2. Existing access to Lot 2 in foreground, existing access to Lot 1 in background

Electricity

There is an existing service pillar close to the boundary of the new lots on the Riverbank Road frontage. Aurora have confirmed that supply is available for both lots from this pillar and no other work will be required. A confirmation of supply letter is attached.

Telecom

Telecommunication services are available to both proposed allotments. This will be by way of wireless rural broadband for both allotments.

There is an existing copper service connection to the dwelling on Lot 1 however this line provides a telephone voice solution only as the site is located too far from the Chorus exchange. Chorus have no immediate plans to extend fibre to the area and advised that although they can provide a second copper connection to proposed Lot 2, that it will not be adequate to achieve a broadband connection and advised that we should seek alternative wireless solutions.

Due to the weak telephony facilities, the applicants already have a wireless connection to the site, and an additional wireless connection will also be established for the additional allotment.

Water

The property has a private bore which feeds to several tanks and is shared with the neighbouring property to the south. This will remain and will service the two proposed allotments and the neighbouring allotment. The bore is entitled to a total daily take of 25,000litres to be shared between the users. Easements over the water infrastructure already exist however there is presently no established management group set up for the water scheme. Water samples from the bore water have been sent to the laboratory for testing and results confirming compliance to NZDWS will be forwarded as soon as they are available.

We anticipate that the establishment of a management entity to protect the shared bore and water assets will be included as a condition in the consent decision. The location of the existing private water easement water crosses under the gravel carport within BP1. Likewise, the pipeline

runs along the south face of the garage on proposed lot 2. If the carport or garage were to be developed in the future, then this pipeline and associated easement would need to be re-located outside of the building area. It may be appropriate that an advice note is added to the consent to cover this situation.

The existing water tanks on proposed lots 1 (25000 litres) and proposed lot 2 (2 x 10,000 litres) will continue to provide potable water storage for each proposed allotment.

Recent variations to the PDP relating to volumes requirements for static firefighting reserve now mean that the site has an inadequate firefighting supply in its current state. Discussions with John Smalls (FENZ regional fire risk management officer) confirmed that the 45,000 litre static reserve requirement is appropriate for this proposal in consideration of the specific consented land use and associated building types (canvas yurts and rammed earth amenities block). John also suggested that this static reserve could be shared between the two proposed allotments. The tanks will be located at the confluence of the access to each allotment, thus providing both ease of access and multiple hardstand options.

The firefighting static reserve will be provided for both lots via two new tanks, which in combination will provide in excess of 45,000 litres of water for standalone fire-fighting purposes. The location of the tanks will enable the fire-fighting requirements to be shared across both proposed Lots and an easement will be established over proposed Lot 2 to protect this. Maintenance responsibilities for the tanks can be assigned to the water management group.

Wastewater

Separate on-site wastewater system exists for both the existing house on Lot 1 and the 2-unit building on Lot 2. The septic tank and drain field for each lot are located entirely within the proposed boundaries of the allotments and therefore no easements will need to be created.

There is an old 300mm PVC overflow pipe located in the east berm of Riverbank Road (this is an outlet from the old oxidation ponds and ultimately feeds to the Clutha River). There is also a 630mm PE trunk main (Project Pure) in the west berm of Riverbank Road. Both of which are unsuitable for a retrofitted connection to the Council infrastructure from the site, for this reason we will retain the individual on-site wastewater schemes within each proposed allotment.

Stormwater

Stormwater runoff from the driveway's is diverted to existing sumps. These sump flow to the existing 1350mm Council owned stormwater pipeline running through the property. This infrastructure will remain unchanged by this subdivision application.

There is one sump that is (likely) located just within Lot 1. This will be confirmed during the final survey and, if the sump is within Lot 1 then a private easement will be established. Stormwater runoff from the buildings is dealt with on-site and is fully contained within each allotment. This will also remain unchanged by this subdivision.

The 1350mm Stormwater pipeline that passes through the applicants site was installed in approximately 2006 however an easement has never been registered on the applicants title. We propose to include the neglected easement parcel within the LT survey plans for this subdivision.

3.4 *Encumbrances & Easements*

The title for the land is fee simple, and only contains the easements as detailed below:

A right to convey electricity over part marked A, convey water and electricity marked B, convey electricity and pump water marked C and convey water marked D on DP 309233. This is specified in easement certificate 5299065.4"

There are no consent notices, covenants or other encumbrances on the title.

3.5 *Natural Hazards*

The Council's GIS Natural Hazards database indicates that the upper terrace portion of Lots 1 and 2 are classified LIC 1 (P) as Probably Low Risk for Liquefaction. The lower terrace level is classified as LIC 2 (P) as Possibly Moderate Risk for Liquefaction.

Being adjacent to the Cardrona River, the lower terrace is susceptible to flooding due to rainfall (Cardrona River Floodplain Flood Hazard Study, May 2010).

3.6 *NES (Contaminants in Soil)*

On the subject piece of land proposed for residential activity, no HAIL activities are being, have been, or are more likely than not to have been, undertaken on that land.

Otago Regional Council confirm that records held on the Otago Regional Council's "Database of Selected Landuses" show there are no identified land uses or site contamination information for the subject site.

To undertake this site investigation we utilised the following information:

- QLDC on-line Edocs
- QLDC on-line mapping system
- Otago Regional Council on-line mapping

Council files hold information relating to the construction of the dwelling on Riverbank Road land dating back to 1995.

We have not uncovered any evidence of activities that would have the potential to contaminate the land. Therefore, on the balance of probabilities, the site is not a HAIL site, and should be considered as a Permitted Activity under the NES.

3.7 *Proposed landscaping*

No additional landscaping elements are proposed for this subdivision. The physical and visual appearance of the site will not change as a result of this subdivision application. The effect of this subdivision will be limited to a change in the legal boundaries and ownership of the land.

We anticipate a consent condition to provide a firefighting static reserve for the site. We have proposed a suitable location for the tanks such that they will be screened from views into the site from the users of Riverbank Road or other public places. We anticipate that the applicants will further screen these tanks with internal landscaping and domestic garden plantings in order to mitigate the appearance of the tanks from within the development itself.

The visitor accommodation approved as part of RM160540 was approved subject to a landscape plan. This planting is now well established and effective at screening the buildings/yurts. This echoes the RM160540 peer review by Rough and Milne on behalf of Council which summarised that *"The proposed landscaping is sufficient to minimise the visual effects of the additional building and collection of yurts on the site, from public places and the adjacent neighbour."*

4.0 CONSULTATION

The following written approvals of potentially affected neighbours are attached to the application.

Property	Owner
Lot 2 DP 309233	Willis Apartment Limited (Susan Louise Meyer – director/shareholder, Whitney Thurlow – minor shareholder)
Lot 7 DP 12875	Anne Victoria Cameron, Stephen John Grant and Elizabeth Leigh Purdie
Wāhi Tūpuna	Aukaha (on behalf of Rūnaka)

Following a detailed on-site assessment, we have determined which properties could be affected, and have accordingly obtained the written approvals from these owners. Written approval has also been If Council considers that there may be other properties specifically affected, then the applicant could approach those owners, however the consulted parties are the only parties we consider could be adversely affected by the proposal. Refer to Figure 2 for a plan showing the affected party approvals obtained.

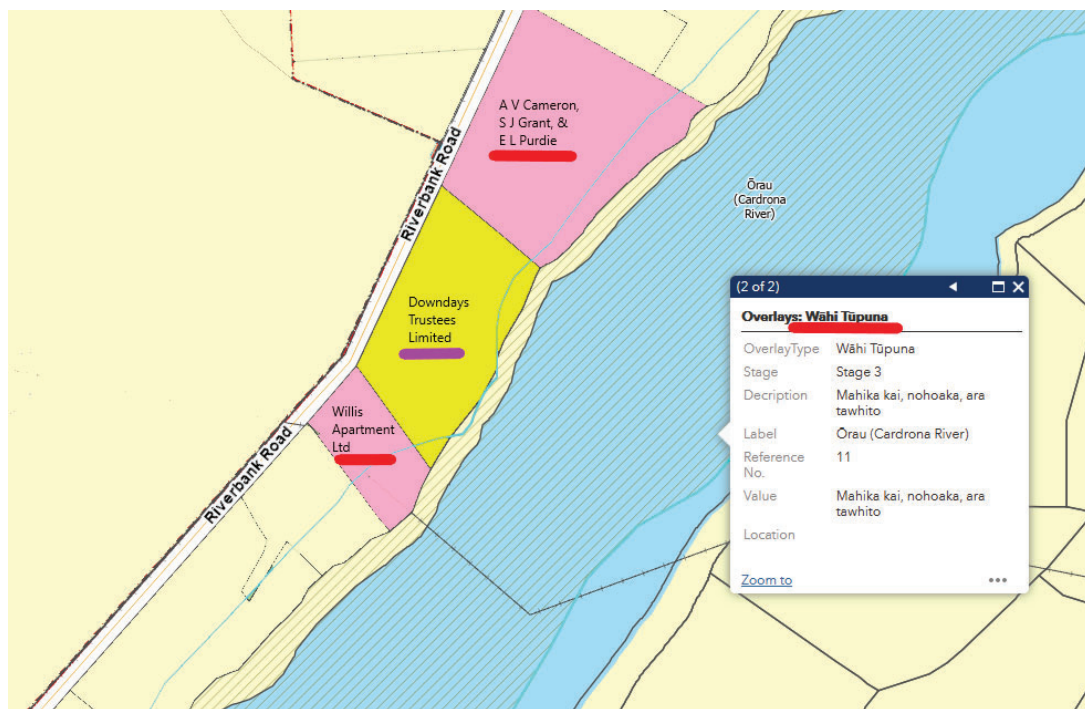


Figure 3 Affected Party Approvals obtained

5.0 DISTRICT PLAN PROVISIONS

Under the Operative District Plan, the property is zoned Rural Lifestyle.

The Proposed District Plan identifies the land as Rural Lifestyle.

The application requires consent for the following under the Operative District Plan (ODP):

- a **non-complying activity** pursuant to Rule 15.2.3.4(i) as the proposal breaches Zone standard 15.2.6.3(i)(a) for subdivision that breaches the prescribed 2ha lot average. In this case, as proposed Lot 1 will comprise 1.295ha and proposed Lot 2 comprises 1.777ha, the average lot size will be 1.535ha.

The application requires consent for the following under the Proposed District Plan (PDP):

- a **non-complying activity** pursuant to Rule 27.5.22 for subdivision within the Rural Lifestyle zone that does not comply with the minimum lot size specified in Part 27.6 as the proposal breaches the prescribed zone standard 2ha lot average. In this case, as proposed Lot 1 will comprise 1.295ha and proposed Lot 2 comprises 1.777ha, the average lot size will be 1.536ha.
- a **non-complying activity** pursuant to Rule 27.5.24 for any subdivision that if it were to be calculated as part of a previous subdivision would have caused the previous subdivision to exceed the minimum average density requirements in the Rural Lifestyle Zone. The only other subdivision relevant to the site that can be identified in Councils 'edocs' system is RM000211. Considering the proposed lots as part of the prior subdivision will give an overall lot average of 1.399ha.
- a **non-complying activity** resource consent pursuant to Rule 22.4.13 for the establishment of water tanks for static fire-fighting reserve within Lot 2 being an activity not otherwise listed within Table 1.

Overall, the application is for a **non-complying subdivision** activity.

6.0 SECTION 104(1)(B) CONSIDERATIONS

104 Consideration of applications

(1) When considering an application for a resource consent and any submissions received, the consent authority must, subject to Part 2, have regard to—

(b) any relevant provisions of—

- *(i) a national environmental standard:*
- *(ii) other regulations:*
- *(iii) a national policy statement:*
- *(iv) a New Zealand coastal policy statement:*
- *(v) a regional policy statement or proposed regional policy statement:*

- (vi) a plan or proposed plan; and

The assessment under these documents must include a discussion of

- (a) any relevant objectives, policies, or rules in a document; and*
- (b) any relevant requirements, conditions, or permissions in any rules in a document; and*
- (c) any other relevant requirements in a document (for example, in a national environmental standard or other regulations).*

104B Determination of applications for discretionary or non-complying activities

After considering an application for a resource consent for a discretionary activity or noncomplying activity, a consent authority –

- (a) May grant or refuse the application*
- (b) If it grants the application, may impose conditions under section 108.*

7.0 ASSESSMENT OF EFFECTS ON THE ENVIRONMENT

Assessment criteria in the PDP Subdivision & Development chapter (section 27.9) are useful for the assessment of this application, in addition to the applicable provisions of the Act. Sections 27.9.3.2 and 27.5.8 of the PDP relate specifically to Rural Residential and Rural Lifestyle subdivision activities. The following assessment determines whether the activity will have, or is likely to have adverse effects on the environment that are more than minor.

Subdivision Design

The allotment sizes and dimensions will meet the Rural Lifestyles zone's minimum allotment area of 1 hectare.

Although the overall average minimum lot size is not achieved by this subdivision, the actual allotment areas of 1.293ha and 1.777ha are consistent with the purpose of rural living and does not detract from the character of the wider Riverbank Road area or rural lifestyle zone.

It is important to note that the occupied areas will appear as per the *status quo*. Granting this subdivision proposal will not alter the rural living character in any discernible way due to the fact that the residential buildings and consented visitor's accommodation buildings and yurts already exist on the site. This subdivision merely separates these activities and occupations so that they can be contained in separate ownership. For the same reasons, the visual amenity and landscape values will also remain unchanged by this proposal.

Overall the effects on rural living character, visual amenity and landscape values will be minimised.

The new boundaries are located to be a logical separation of the existing occupations on the site. The resultant lot sizes are consistent with the neighbouring sites along Riverbank Road.

The design of the subdivision is also consistent with the surrounding area in terms of the provision of building platforms (around existing buildings) which are located on the upper terraces and accessed from Riverbank Road.

Building platforms are provided around existing buildings which will be used for residential activities on both allotments. These are 500m² in area which is appropriate for Rural Living purposes.

The building platform on Lot 1 breaches the 20m road setback from a road rule under the PDP. This building platform has been created to contain the consented and approved dwelling (existing use) that has existed in this location since 1997. At the time of construction the building would have met the setback requirements at the time of 10m. This breach is therefore considered irrelevant in the context of this proposal and specific consent has not been sought for this breach.

RM160540 specifies that "The development shall only be used for visitor accommodation if the owners of the site are living onsite and managing the facility", and this condition will be maintained wholly within proposed Lot 2.

The visitor's accommodation approved under RM160540 is currently consented for 26 guests, however as the applicants will now be living on site in the managers residence it is proposed to reduce the number of visitor accommodation guests so that no more than 24 guests are permitted on the site at any one time. The reduction in guest numbers is necessary in order to maintain the same nature and scale of the visitor accommodation activity as approved under RM160540. Accordingly, a variation to the consent condition 5 from RM160540 is requested.

The visitor accommodation activity on proposed Lot 2 is well separated from the residential activity given the existing landscaping and bunding. The external appearance of "the shed" is not altered by this application. Any future alterations would be in accordance with the controls placed on the building platform and would be subject to their own approvals.

Infrastructure

As detailed elsewhere in this application, both proposed lots are already fully serviced for water, wastewater and stormwater and it is intended for this to remain unchanged.

New connections for electricity and telecommunications will be established for proposed Lot 2, and new water easements and rights will be established to manage the private bore.

Vehicle access to each lot is provided from separate existing vehicle entrances. The existing entrances are in accordance with QLDCs LDS Code of Practice; are appropriately located and are in a good state of repair. No adverse effects associated with access are anticipated.

Firefighting static reserve will be provided for both lots via two tanks providing 45000 litres for standalone fire-fighting purposes. The existing tanks on proposed lots 1 and 2 will continue to provide potable water storage in excess of 20000 litres for each proposed allotment. The location of the tanks will enable the fire-fighting requirements to be shared across both proposed Lots.

These firefighting supply tanks will not be located within the building platforms identified on the scheme plan. These tanks need to be located at least 6m from the residential activities that may be at fire risk. Due to the fact that dwellings already exist within the identified building platforms and the size of the platforms have been limited to 500m², locating the tanks within the building platforms would be difficult to achieve. Instead, a preferred location for the tanks has been proposed being beside the access to both lots, and this location also allows for the tanks to be well screened from views into the site from public places (being Riverbank Road and the Cardrona River).

Landscape Effects

It is not anticipated that there will be any change to the character of this area as a result of this subdivision. The proposed subdivision will have no more than minor effect on the visual amenity experienced by users of the surrounding public and private places. The effects of the proposed residential building platforms are consistent with the rural lifestyle amenity of the receiving environment. Riverbank Road is unique in its ability to absorb the density of the development due to the specific topography for the allotments abutting the Cardrona River, and the existing mature landscaping elements in abundance within this site.

The current owner will continue to manage the Lot 2 property in the same manner as it has been for the last five years. The use of the visitor accommodation yurt lodge will continue, and the grounds and high amenity of this site will be maintained.

7.1 Permitted Baseline and existing environment

When determining the actual and potential effects of an activity, a consent authority may disregard an adverse effect if a rule in the Plan permits an activity with that effect. This is the permitted activity baseline and includes any lawful activities occurring on the site, any permitted (not fanciful) activities and any activities authorised by unimplemented resource consents.

In the Rural Lifestyle zone the permitted baseline includes;

- Residential activity associated with the existing residential unit;
- Residential activity and Residential Flat activity (activity only, the specific rules apply);
- Residential visitors accommodation and Homestays (subject to certain standards);
- The construction and exterior alteration of buildings located within a building platform approved by resource consent, or registered on the applicable computer freehold register;
- Where there is not an approved building platform on the site the exterior alteration of existing buildings located outside of a building platform not exceeding 30% of the ground floor area of the existing building in any ten year period;
- Farming activity;
- Home occupation activity (subject to certain standards)
- Landscape planting;
- Fencing;
- Earthworks up to 400m²

The existing environment includes the existing and neighbouring dwellings, outbuildings, yurts and yards. It also includes the established fence lines, driveways and pattern of land use

7.2 *Receiving Environment*

There are multiple sites and buildings in the vicinity which form part of the receiving environment. Multiple small holdings are in the immediate vicinity of the property to the northeast and southwest. The land on the opposite side of Riverbank Road is zoned Three Parks Zone under the ODP and Lower density Suburban Residential under the PDP, which provides for future residential activity in this area with minimum lot sizes of 450m². Over time this land will be developed and will create a pattern of density that will dramatically change the character of Riverbank Road.

The established properties along Riverbank Road are typically in the region of 1ha-4ha. These all contain residential dwellings in a rural lifestyle environment, and most have significant associated landscape planting. Typical land uses are residential living, visitor accommodation, and industrial activities.

The majority of built form and associated activity has been located on the upper terrace of the Riverbank Road, leaving the lower terrace mostly undeveloped. The receiving environment is most commonly viewed by users of Riverbank Road, from which the lower terrace is mostly screened from view by the topography and occupation of the upper terrace. It is important to note that the actual lot areas are indiscernible to a casual viewer from Riverbank Road as the balance of the larger lots along Riverbank Road are made up from large areas of the lower terrace land. This proposal is in keeping with the already established receiving environment. There will be no perceivable change to the receiving environment in granting this consent.

Recent subdivision consents granted include:

- RM200669 John Young, Ian Farrant, Joanna Jones and Judith Young. Non-complying subdivision of 3ha property into three (1.00ha, 1.00ha and 1.12ha) and creation of an additional residential building platform at 117 Riverbank Road.

The receiving environment will be subject to less than minor effects resulting from this proposal as the subdivision simply create ownership opportunities over the already established buildings and land use.

7.3 *Precedent Effects and Cumulative Effects*

As a Permitted and Discretionary Activities, Council has already signalled that some form of residential living and visitor accommodation may be appropriate in the Rural Lifestyle zone, and as similar activities are already occurring, no precedent will be set by the granting of this application.

The proposed subdivision seeks to create allotments of a size appropriate for rural lifestyle residential land use. The site is within an area of existing similarly rural lifestyle sized allotments and the proposed additional allotment will not contribute adverse landscape effects as discussed above.

The land immediately to the west of the site has been zoned low density suburban residential and this will considerably change the environment experienced by the future users of Riverbank Road.

7.4 Summary

Based on my own site visits and visual assessment, the proposed subdivision will have a less than minor effect on the visual amenity landscape and the rural lifestyle character. It will also have a less than minor adverse effect on neighbouring properties, given the existing planting and natural topography of the site, affected party approvals, building controls, and the location of the platform within the site. The proposal will not contribute adverse cumulative effects, nor does it have any nature conservation effects.

8.0 EFFECTS ON PERSONS

Any potential adverse effects on other parties are negligible. Neighbouring properties have provided written approvals to confirm that they are unaffected by the proposal.

The subdivision design remains compatible with the surrounding pattern of development. Any potential effects on persons in terms of rural lifestyle amenity, views and outlook are likely to be positive.

There is no adverse effect on those in the neighbourhood, nor the wider community. There are not considered to be any effects on other parties in terms of social, economic or cultural values.

9.0 OBJECTIVES AND POLICIES

The relevant objectives and policies are contained within Section 4 (District Wide), Section 8 (Rural Living Areas) and Section 15 (Subdivision, Development & Financial Contributions) of the Operative District Plan.

9.1 *Operative District Plan*

Section 4 – District Wide

The key issues in Section 4 are those concerned with landscape and visual amenity under section 4.2.5. These policies and objectives seek to avoid inappropriate development in areas highly visible from public places and visible from public roads, to mitigate adverse effects through planting, and allow development in areas with the ability to absorb change.

The proposed subdivision avoids potential adverse landscape and visual amenity effects, as it is essentially infill development around the existing occupations. The landscape and visual amenity effects have already been mitigated through established landscaping and careful design. The change in land tenure will be undetectable in the context of persons viewing the site from public places.

Section 8 – Rural Living Areas

Objectives and policies contained within section 8 relate to rural living on small holdings while managing the effects this creates and safeguarding the rural amenity.

The most relevant objectives and policies are as follows:

Objective 1 – Rural Living

Establishment of low density rural living managed and contained in both extent and location.

Policies:

1.1 Identify areas for rural living activity having regard to the self-sufficiency of water and sewerage services.

1.2 Recognise and provide for rural living development.

The proposal maintains the self-sufficient nature of the water and sewerage services for both Lots 1 and 2. The proposal simply separates the existing development on the site into two titles, with very little impact on the rural living characteristics.

Objective 2 – Rural Amenity

Avoiding, remedying or mitigating adverse effects of activities on rural amenity.

Policies:

2.2 Remedy or mitigate adverse effects of activities, buildings and structures on visual amenity.

2.3 Ensure residential dwellings are set back from property boundaries, so as to reduce adverse effects from activities on neighbouring properties.

The establishment of new building platforms which absorb the existing buildings ensures the effects on neighbouring properties are not increased by the subdivision's proposal. The built form in this proposal is not altered, therefore there is no effect on the rural amenity.

Section 15 – Subdivision, Development & Financial Contributions

Section 15 of the Proposed District Plan is concerned with appropriate servicing of the site, the cost of services, reserves contributions and amenity protection. The proposed subdivision is in accordance with the relevant objectives being:

- the provision of services (Objective 1) and;*
- the maintenance and enhancement of amenity values (Objective 5).*

The two proposed lots have separate access points from Riverbank Road and the grounds surrounding the Oasis Yurt Lodge on Lot 2 are immaculately manicured, whereas the land comprising Lot 1 has more mature landscaping and garden areas associated with residential activity. The subdivision will have no detrimental effect on either site's ability to provide for the continued rural lifestyle use.

As discussed in section 3.3 above, the proposal includes the provision of all required infrastructure to service the lots, including water, wastewater, stormwater, power, telecommunications, internet and firefighting provisions.

The accesses to the existing dwelling on Lot 1 and the yurt lodge on Lot 2 are existing. The vehicle use of the accesses will be unchanged from the present situation.

The applicant is aware that Development Contributions will be charged by Council as part of this subdivision.

The lot sizes are appropriate and adequate to achieve sufficient open space and to maintain the amenity for neighbouring properties. The proposed subdivision and residential building platforms will not adversely affect landscape, visual, cultural or other amenity values.

The proposal is therefore consistent with the subdivision objectives and policies.

Overall, the application is consistent with the policies and objectives of the Operative District Plan.

9.2 Proposed District Plan

The site is zoned Rural Lifestyle in the Proposed District Plan. Accordingly, the application has been assessed in relation to the Policies and Objectives contained within Section 6 (landscapes), Section 22 (Rural Residential & Rural Lifestyle) and Section 27 (Subdivision & Development). The proposed subdivision and building platforms have been designed and located to fit with the existing buildings and occupation, thereby avoiding any landscape or visual amenity effects. The proposal is in a suitable location given the existing rural lifestyle and visitors accommodation uses of the site. The proposal does not result in urban development or density in the rural lifestyle zone.

Section 22 – Rural Living Areas

The relevant objectives and policies contained within section 22 relating to rural living areas are below:

22.2.1 Objective - The District's landscape quality, character and amenity values are maintained and enhanced while enabling rural living opportunities in areas that can absorb development.

Policies

22.2.1.2 Set density and building coverage standards in order to maintain rural living character and amenity values and the open space and rural qualities of the District's landscapes.

22.2.1.3 Allow for flexibility of the density provisions, where design-led and innovative patterns of subdivision and residential development, roading and planting would enhance the character and amenity values of the zone and the District's landscapes.

22.2.1.6 Lights be located and directed so as to avoid glare to other properties, roads, and other public places and to avoid degradation of views of the night sky.

22.2.1.8 Provide adequate firefighting water and fire service vehicle access to ensure an efficient and effective emergency response.

As detailed through this report, the subdivision will have less than minor effect on the character and amenity values of the zone. Building controls will be established through the identification of building platforms that will control future external lighting and other potential future changes to the existing dwellings. The servicing predominantly utilises the existing situation and additional

firefighting capacity will be provided to make up for the existing shortfall created by the recent changing of requirements.

Objective - The predominant land uses within the Rural Residential and Rural Lifestyle Zones are rural and residential activities.

Policies

22.2.2 Any development, including subdivision located on the periphery of residential and settlement areas, shall avoid undermining the integrity of the urban rural edge and where applicable, the urban growth boundaries.

22.2.2.4 The bulk, scale and intensity of buildings used for visitor accommodation, residential visitor accommodation and homestay activities are to be commensurate with the anticipated development of the zone and surrounding residential activities.

22.2.2.5 Enable residential visitor accommodation and homestays in conjunction with residential units (including residential flats) whilst limiting the scale, intensity and frequency of these activities.

Objective - New development does not exceed available capacities for servicing and infrastructure.

Policies

22.2.3.1 Discourage new development that requires servicing and infrastructure at a cost to the community.

The subdivision is consistent with the objectives and policies and will form a robust edge to the Rural lifestyle zone without compromising its ability to continue to provide visitor accommodation. The subdivision will utilise existing servicing and will be self sufficient for three waters.

The subdivision design is consistent with Section 27 in that it responds to the local context and landforms. Physical and visual effects are minimal. Overall, the proposed activity is not contrary to the relevant objectives and policies of the Proposed District Plan.

10.0 NOTIFICATION ASSESSMENT

To assist Council's statutory notification assessment pursuant to Section 95A of the Act, the following paragraphs consider whether notification of the application would be appropriate.

10.1 *Public Notification*

Step 1 - Mandatory public notification in certain circumstances s95A(3)

In this case, public notification is not required under Step 1 as:

- the applicant has not requested public notification of the application (section 95A(3)(a)); and
- public notification is not required under section 95C due to the refusal/failure to provide further information or to agree to the commissioning of a report (section 95A(3)(b)); and

- a joint application was not lodged to exchange reserve land under the Reserves Act 1977 (section 95A(3)(c)).

Step 2 - If not required by Step 1, public notification precluded in certain circumstances s95A(5)

In this case, public notification is not precluded under Step 2 as:

- the application is not subject to a rule or national environmental standard that precludes public notification (section 95A(5)(a)); and
- the application is not for one of the following:
 - a controlled activity;
 - a restricted discretionary or discretionary subdivision consent or “*residential activity*”;
 - a “*boundary activity*” as defined by section 87AAB; or
 - a “*prescribed activity*” under section 360G(1)(a)(i) (section 95A(5)(b)).

Step 3 - If not precluded by Step 2, public notification required in certain circumstances s95A(8)

In this case, public notification is not required under Step 3 as:

- the application is not subject to a rule or national environmental standard that requires public notification (section 95A(8)(a)); and
- the effects assessment (Section 7) has demonstrated that adverse effects of the activity on the environment will be or are likely to be no more than minor (section 95A(8)(b)).
- Conditions of consent and the comprehensive list of design controls will ensure the development complies with the District Plan requirements and will mitigate any potential servicing, earthworks, or visual effects.

Step 4 - Public notification in special circumstances s95A(9)

In this case, public notification is not required under Step 4 (section 95A(9)) as it is considered that there are no special circumstances that exist in relation to the application.

10.2 Limited Notification

Step 1 - Certain affected groups and persons must be notified s95B(2) and s95B(3)

In this case, limited notification is not required under Step 1 as:

- there are no affected customary rights groups (s95B(2)(a)); and
- there are no affected customary marine title groups (s95B(2)(b)); and
- the activity is not on or adjacent to, and will not affect, land that is the subject of a statutory acknowledgment (s95B(3)(a)).

Step 2 - If not required by Step 1, limited notification precluded in certain circumstances s95B(6)

In this case, limited notification is not precluded under Step 2 as:

- the application is not subject to a rule or national environmental standard that precludes limited notification (section 95B(6)(a)); and
- the application is not for a controlled activity or a “*prescribed activity*” under section 360G(1)(a)(i) (section 95B(6)(b)).

Step 3 - If not precluded by Step 2, certain other affected persons must be notified s95B(7) and (8)

In this case, limited notification is not required under Step 3 as:

- there are no affected persons in accordance with section 95E (section 95B(8)). The assessment of effects undertaken in Section 7 of this report confirms that the adverse effects of the development are considered to be less than minor with conditions of consent mitigating any potential adverse effects. The development is consistent with surrounding land use in the Rural General Zone. Council can be satisfied that any potentially affected parties have provided written approval to the proposal.

Step 4 - Further notification in special circumstances s95B(10)

In this case, notification to any other persons is not required under Step 4 (section 5B(10)) as it is considered that there are no special circumstances that exist in relation to the application.

Persons who have provided written approval (s95E(3))

In this instance, written approval has been obtained from the following persons, and as a result, any adverse effects on these persons can be disregarded.

Affected Party Approval has been received from the following properties:

- 65 Riverbank Road
- 85 Riverbank Road
- Aukaha (on behalf of Rūnaka) for area of Wāhi Tūpuna along the Cardrona River

10.3 Conclusion

In accordance with Sections 95A-95G of the Resource Management Act 1991 we submit that there are no grounds for full or limited notification and the application should be processed on a non-notified basis.

11.0 SECTION 104 ASSESSMENT

11.1 Effects (s104(1)(a))

Actual and potential effects on the environment have been outlined in Section 7 of this report.

11.2 Relevant Provisions (s104(1)(b))

11.2.1 National Policy Statements

There are no National Policy Statements relevant to this application.

11.2.2 Regional Policy Statements

The Otago Regional Policy Statement seeks the sustainable integrated management of Otago's natural and physical resources. The proposal aligns with the policy statement in that it provides for a built environment that protects amenity values and protects the rural landscape and environment it is located within. The proposal also further promotes the efficient use of land and water resources.

11.2.3 National Environmental Standards

Section 3.6 NES, Contaminants in Soil, contains details confirming that no activity or industry on the Hazardous Activities and Industries List (HAIL) is being undertaken, has been undertaken, or is more likely than not to have been undertaken on the piece of land subject to the proposal.

11.3 Objectives and Policies of District Plan (s104(1)(b)(vi))

The proposal is in accordance with the relevant objectives and policies as outlined in Section 9 of this report.

11.3.1 Non-Complying activity assessment (s104D)

As this proposal is a Non-Complying Activity under the Operative and Proposed District Plan, the proposal is required to be assessed against section 104D of the Resource Management Act 1991. For consent to be granted, Council must be satisfied that either the adverse effects of the proposal on the environment will be minor (s104D(1)(a)), or that the application is for an activity that will not be contrary to the objectives and policies of the Operative and Proposed District Plans (s104D(1)(b)).

It is concluded in this report that any adverse effects on the environment as a result of the proposal will be less than minor (see Section 7) and that the proposal is in accordance with and is not contrary to the policies and objectives of the Proposed District Plan or the Operative District Plan (see Section 9). Therefore, it can be considered that the application satisfies both criteria set out by s104D(1)(a) and s104D(1)(b) of the Resource Management Act 1991 for granting consent of a Non-Comply Activity.

11.4 Part 2 of the RMA

The proposal will promote the purpose and principles of the Act. The subdivision creates a rural living opportunity on a property surrounded by similar uses. As outlined in Section 7 the proposal will have less than minor effects on the environment. There is no risk of natural hazards to the site.



Overall, the purpose of the Act would be achieved by granting this consent.

12.0 SUMMARY

This application is for a subdivision to provide for separate titles over existing activities and buildings. Additionally, the application seeks consent for 500m² building platforms around the existing buildings on each proposed allotment.

As part of the application we have supplied written approval from two surrounding landowners and have demonstrated that any adverse effects on the environment will be no more than minor.

We therefore submit this application for your Council's consent and await a response in due course. If any further information or clarification is required, please contact the undersigned.

<p>Yours faithfully</p> <p>C. HUGHES & ASSOCIATES LTD</p>  <p>Jack Lister <u>Director</u> <u>Licensed Cadastral Surveyor (MS+SNZ)</u></p>	<p>Reviewed by:</p>  <p>Matthew Suddaby <u>Director</u> <u>Registered Professional Surveyor</u> <u>(RPSurv)</u></p>
--	---

13.0 ATTACHMENTS


- 01 Form 9**
- 02 Scheme Plan**
- 03 Title, title diagram and encumbrances**
- 04 Correspondence Aurora**
- 05 Correspondence Chorus**
- 06 Water test results (to follow)**
- 07 Written approvals (Rūnaka APA to follow)**



NOTES:

[illegible]

C HUGHES & ASSOCIATES LTD
Surveying and Resource Management - Central Otago



WANAKA
LEVEL 3, 80 ARMOURIE ST
P.O. BOX 51
03 443 5599
03 443 5052

CROMWELL
17A MURRAY TERRACE
P.O. BOX 51
03 445 0376

www.chasurveyors.co.nz

Project

Lots 1 & 2 being a subdivision
of Lot 1 DP 309233
Riverbank Road, Wanaka

Title

Oasis Subdivision
Downdays Trustees Ltd
Scheme Plan

Copyright of this drawing is vested in C. Hughes & Associates Limited.
The Contractor shall verify all dimensions on site.

CAUTION: The information shown on this plan has been prepared under specific instruction from the client and is intended solely for the client's use. The information is valid as of the date of survey. C. Hughes & Associates, Limited will accept no liability for any consequence arising out of this plan, or the information thereon whether in hard copy or electronic format by any other party, for any purpose whatsoever.

Scale: 1:1200

Job No:	5487	Drawn By:	JDL	Date:	
Drawing No:	W1528	Sheet No:	1	Revision:	A
				Date Created:	Apr 2021



SCHEDULE OF EASEMENTS IN GROSS			
Purpose	Shown	Burdened Land	Grantee
Right to drain water	F	Lot 2	Q.L.C.

MEMORANDUM OF EASEMENTS			
Purpose	Shown	Burdened Land	Benefitted Land
Right to locate telephone lines	G	Lot 2	Lot 1



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy**




R. W. Muir
Registrar-General
of Land

Identifier 35988
Land Registration District Otago
Date Issued 31 July 2002

Prior References

OT5B/159

Estate	Fee Simple
Area	3.0720 hectares more or less
Legal Description	Lot 1 Deposited Plan 309233

Registered Owners

Downdays Trustees Limited

Interests

Subject to Section 59 Land Act 1948

Subject to a right to convey electricity over part marked A, convey water and electricity marked B, convey electricity and pump water marked C and convey water marked D on DP 309233 specified in Easement Certificate 5299065.4 - 31.7.2002 at 9:00 am

The easements specified in Easement Certificate 5299065.4 are subject to Section 243 (a) Resource Management Act 1991

10273811.3 Mortgage to Bank of New Zealand - 15.12.2015 at 4:10 pm

10842096.1 Variation of Mortgage 10273811.3 - 24.7.2017 at 1:21 pm

1
DP 302294

Blk III

Lot 2
1.1260 ha

Lot 1
3.0720 ha

Diagram A
Not to Scale

Riverbank

Legal Road

Road

CROWN LAND

Cardrona River

Blk IV

DP 12875

7

NOTE:
Area marked (E) is a building platform referred to in the consent notice.

I hereby certify that this plan was approved by the Queenstown Lakes District Council pursuant to Section 222 of the Resource Management Act 1991 on the 17th day of July 2001 subject to the granting of easements in the Memorandum hereon.

Principal Administrative Officer / Authorised Officer

MEMORANDUM OF EASEMENTS			
Purpose	Servient Tenement	Shown	Dominant Tenement
Right to Convey Electricity	LOT 1	(A)	LOT 2
Right to Convey Water & Electricity	LOT 1	(B)	LOT 2
Right to Convey Electricity & Pump Water	LOT 1	(C)	LOT 2
Right to Convey Water	LOT 1	(D)	LOT 2

SCHEDULE OF OPTIONAL EASEMENTS IN GROSS			
Purpose	Servient Tenement	Shown	Grantee
Right to Convey Electricity	LOT 2	(E)	Queenstown Lakes District Council

NEW C'sT ALLOCATED
LOT 1 ... 35988
LOT 2 ... 35989

CLASS OF SURVEY : I

Total Area 4.1980 ha
Comprised in O.T. 34/199

I, Kerry Gray (Surveyor of Queenstown Lakes District Council) being a person entitled to practice as a registered surveyor, do hereby declare that the survey to which this document relates was carried out in accordance with the Survey Act 1986 and the Survey Regulations 1986, and that the survey was carried out in accordance with the Survey Act 1986 and the Survey Regulations 1986, and that the survey was carried out in accordance with the Survey Act 1986 and the Survey Regulations 1986.

Field Book p. 13875 DP 12875 DP 15016
Reference Plan DP 22134 DP 302294 DP 304122
Examiner DP 302294 Correct

Approved as to Survey
17.7.01
Approving Surveyor

Deposited this 17th day of July 2001
for Registrar-General of Land

DP 309233

LAND DISTRICT OTAGO
SURVEY BLK. & DIST. IV, Lower Wanaka
NZMS 261 SH1 RECORD MAP No

LOTS 1 & 2 BEING A
SUBDIVISION OF LOT 6 DP12875

TERRITORIAL AUTHORITY Queenstown Lakes District
Surveyed by Paterson Pitts Partners Ltd
Scale 1 : 1000 Date July 2001

EASEMENT CERTIFICATE

Land Registry Office

(IMPORTANT—Registration of this certificate does not of itself create any of the easements specified herein.)

X Norris Management Limited

being the registered proprietor of the land described in Schedule 'A' hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Dunedin on the 19 day of 2002 under No. 309233 are the easements which it is intended shall be created by the operation of Section 90A of the Land Transfer Act 1952.

SCHEDULE 'A'

C.T. Ref.	Nature of Easement (e.g. Right of Way etc.)	SERVIENT TENEMENT		Dominant Tenement Lot No. or other Legal Description
		Lot No. or other Legal Description	Identification of Part Subject to Easement	
35988	Right to Convey Electricity	Lot 1 DP309233 Shown A		Lot 2 DP309233 CT 35489 35989 QBN Wm
35988	Right to Convey Water and Electricity	Lot 1 DP309233 Shown B		Lot 2 DP309233 CT 35489 35989 QBN Wm
35988	Right to Convey Electricity and Right to Pump Water	Lot 1 DP309233 Shown C		Lot 2 DP309233 CT 35489 35989 QBN Wm
35988	Right to Convey Water	Lot 1 DP309233 Shown D		Lot 2 DP309233 CT 35489 35989 QBN Wm

EC 5299065.4 EASEMENT CERTIFICATE
CPY-01/01.P05-005.30/07/02.12:11



DocID: 110358943

1. The rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952 are herein implied except as they are added to or substituted in Schedule 'B' hereto.

2. The terms, covenants, conditions, or restrictions set out in Schedule 'C' hereto shall attach to the easements specified therein.

Dated this 22nd day of

July

19 2002.

Signed by the above-named
in the presence of

QB Norris.
Wm Norri

Witness:

Occupation: _____

Address: _____

Bruce Norman Campbell
Solicitor
Wellington

Correct for the purposes of the Land Transfer Act

Solicitor for the Registered Proprietor

~~SCHEDULE 'B'~~

State whether any rights or powers set out here are in addition to or in substitution for those set out in the Seventh Schedule to the Land Transfer Act 1952.

~~1. Rights and Powers:~~

~~SCHEDULE 'C'~~

~~2. Terms, conditions, covenants, or restrictions in respect of any of the above easements: _____~~

EASEMENT CERTIFICATE

Particulars entered in the Register at the date and at the time recorded below.

*District Land Registrar
Assistant of the District of Wellington*

JOHN F. CUTTANCE
BARRISTER & SOLICITOR
WELLINGTON, N.Z.

THE CAXTON PRESS, CHRISTCHURCH

SCHEDULE B

1. Rights & Powers.

- (a) The right to pump water means the right in common with the Grantor to pump bore water from the ground .
- (b) The right to convey electricity means the right to transmit electrical energy under the surface of the land.

SCHEDULE C

2. Terms, Conditions, Covenants or Restrictions in respect of any of the above Easements:

A The right to convey electricity shall be limited to the right to convey electricity under the surface of the ground of the stipulated source and the right shall include the rights:

- (i) to lay and maintain in and under the soil of the easement land appropriate lines, insulation and covering materials for such lines;
- (ii) to enter and remain upon the servient land for the purpose of laying, maintaining, inspecting, repairing, renewing, replacing or altering the line or lines used for conveying electricity and opening up the soil of the easement land and making trenches as required and reopening the same and generally to do and perform such acts or things upon the easement land as may be necessary to enable the grantee to receive the full, free use and enjoyment of the rights and privileges granted under the certificate;

PROVIDED THAT on completion of any work by the grantee on the easement land pursuant to this easement requiring the grantee to open up the land the grantee shall restore the surface of the easement land as nearly as possible to its former condition and replace and restore the surface of the land appropriately consolidated in the same manner as it was before such opening up of the land.

B. The Grantor and the Grantee shall share equally the cost of maintenance for the Pump and Bore for the water supply.

Handwritten signature

Handwritten signature: EBN WmN

23 February 2021

Jack Lister
C Hughes and Associates Ltd

Sent via email only: jack@chasurveyors.co.nz

Dear Jack,

**ELECTRICITY SUPPLY AVAILABILITY FOR A PROPOSED TWO LOT SUBDIVISION.
79 RIVERBANK ROAD, WANAKA. LOT 1 DP 309233.**

Thank you for your inquiry outlining the above proposed development.

Subject to technical, legal and commercial requirements, Aurora Energy can make a Point of Supply¹ (PoS) available for this development.

Disclaimer

This letter confirms that a PoS **can** be made available. This letter **does not** imply that a PoS is available now, or that Aurora Energy will make a PoS available at its cost.

Next Steps

To arrange an electricity connection to the Aurora Energy network, a connection application will be required. General and technical requirements for electricity connections are contained in Aurora Energy's Network Connection Standard. Connection application forms and the Network Connection Standard are available from www.auroraenergy.co.nz.

Yours sincerely



Niel Frear

CUSTOMER INITIATED WORKS MANAGER

¹ Point of Supply is defined in section 2(3) of the Electricity Act 1993.

From: "Chorus Property Developments" <develop@chorus.co.nz>
Sent: Wed, 10 Mar 2021 14:28:54 +1200
To: "Jack Lister" <jack@chasurveyors.co.nz>
Subject: Chorus Copper Contract: WNK62874 - 79 Riverbank Road, Wanaka. 2 Lots (Lot 2 New, Lot 1 Existing)
Attachments: NPD Agreement WNK62874.PDF, Development scheme plan.pdf, Chorus Before You Dig Flyer.pdf

Hi Jack,

Please find attached your contract and quote, based on the information and plans you provided (attached for your reference).

Notes for Developer:

- Chorus New Zealand Ltd can offer a fixed line connection to this development that is less than a broadband connection speed of 10Mbps, therefore this will only likely provide a telephony voice solution. This will be stipulated on the sign off letter you receive from Chorus New Zealand Ltd.

A few things to note:

- Because our network runs in the road berm, if earthworks are required at the front entrance of your development and results in changes to our network, additional costs may apply. Visit www.beforeudig.co.nz before you start any excavation work.
- To connect our network at the boundary to your premise(s) once the network build work has been completed, you must install a lead-in pipe from the network element to the premise(s). -
 - This lead-in pipe is a 20mm greenpipe and is not included in with the materials for the outside of the boundary as outlined in the contract. -
 - If you wish to obtain this 20mm greenpipe, please either contact your local electrical wholesaler or call us on 0800 4 NETWORK (option 3) to organise the delivery and installation. -
 - Your trenches need to be open when this occurs. For more information on trenching and installing the lead-in pipe, visit www.chorus.co.nz/lead-in-guide.-

So we can process your request, please make sure you have completed the below:

- Complete page 1 of the contract
- Sign and send back the main contract (excluding appendixes) to develop@chorus.co.nz
- Make payment – how to do this is on Page 2 of the contract.

Important information:

- The quote and contract are valid for 180 days
- Payment is required within 30 days of signing this contract
- Both the signed contract and payment must be received before any further work, including design, can begin
- If your contract expires, you'll need to re-apply.

We're here to help – so please let us know if you need any further information.

Kind regards,

Geordie Rumbles

Property Development Coordinator

T 0800 782 386 opt 1

E Develop@chorus.co.nz

PO Box 9405

Hamilton

www.chorus.co.nz



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Chorus Property Development Team

PO Box 9405
Waikato Mail Centre
Hamilton 3240

Email: develop@chorus.co.nz

C H O R U S

Oasis Subdivision

Chorus Ref #: WNK62874

Your Ref #:

10 March 2021

Dear Jack Lister

New Property Development Agreement:

WNK62874 : WNK: 79 Riverbank Road, Wanaka. 2 Lots (Lot 2 New, Lot 1 Existing)

Thank you for choosing Chorus New Zealand Limited (**Chorus**) to connect your subdivision. We will help you get your new build ready and connected to some of the best broadband and voice services available in the world.

Please find attached your New Property Development Agreement and quote based on the scheme plans you have provided. This contract provides details of what we intend to do at your subdivision along with any actions that are your responsibility. We understand there's a lot of information to digest. We recommend you go through the contract with your lawyer if you are concerned about any parts of it.

Installation requirements

Based on your scheme plan, we don't consider we'll need to do any inside boundary work at your development.

If at a later date we become aware that inside boundary work is required (e.g. your development involves a Right of Way requiring materials other than the 20mm lead-in greenpipe), we'll let you know and paragraphs 10 to 12 of this agreement will apply.

To progress your subdivision with Chorus:

- Read, sign and complete the required details of the attached agreement to confirm that you accept the conditions and the quoted cost. The quote will expire 180 days from the date of issue. If this happens, you may need to reapply if you want to proceed with connecting your development.
- Once you have signed and sent us the agreement, please pay for your share of the build (\$5,637.30 incl. GST) within 30 days. You'll find all the options for payment on Page 2 of your contract.
- When we receive your completed agreement and payment, we will start the process to connect your subdivision to our network. Once your subdivision is connected, you (or the new occupants) will be able to place an order with their broadband or phone provider to get their services up and running.
- We will then ask you to provide your draft Land Title Plans. Once we receive the Land Title Plans we will be able to provide you with a clearance letter. This will include a date by which you (or

WNK62874

10 March 2021

the new occupants) can place an order with your broadband or phone provider to get your new telecommunications services up and running.

Key responsibilities:

So it's clear who does what, we've outlined the jobs that you'll need to do, and what we need to do to get your subdivision connected. More detailed information can be found in your contract.

Jobs for you:

- Complete your subdivision in line with the scheme plan you provided. You'll need to notify us if anything has changed
- Provide us with your draft Land Title Plans when we ask for them
- Register an easement in our favour against the relevant Land Titles, if applicable
- Install 20mm lead-in greenpipe from our network at the boundary of the properties to the house(s), if applicable.

See Appendix A for useful guides.

Jobs for Chorus:

- Design how to build our network to the boundary of your subdivision
- Build and install our network up to that boundary
- Update our records so the occupants can connect to our network through their broadband or phone provider
- Send you a clearance letter for your subdivision

If this is your first time building with us, you'll find a handy how-to-guide on the Chorus website which outlines the process and what you'll need to do [here](#).

If you have any queries, please don't hesitate to contact us on 0800 782 386, Opt 1. We look forward to working with you.

Regards



Liz Bath
Property Development Coordinator

New Property Development Agreement

Development	WNK62874 : WNK: 79 Riverbank Road, Wanaka. 2 Lots (Lot 2 New, Lot 1 Existing)		
Developer payment	\$5,637.30 (incl. GST)	Build type	COPPER
No. of connections	1	Partnership Agreement	NO
Developer anticipated Start Date	/ /	Developer anticipated Completion Date	/ /

Pre-built Fibre			
Pre-Built Fibre Offered	NO	Do you wish to Opt-out? (please circle)	Yes / No

Oasis Subdivision (Developer)

General and billing contact		Site contact*	
Name	<i>insert name, insert position</i>	Name	<i>insert name, insert position</i>
Company	<i>insert company name and company number</i>	Company	<i>insert company name</i>
Phone	<i>insert phone number</i>	Phone	<i>insert phone number</i>
Email	<i>insert email address</i>	Email	<i>insert email address</i>
Address	<i>insert postal address</i>	Address	<i>insert physical address</i>

*This is the contractor undertaking the trench work and installation of Materials on your behalf

If you are not the legal owner of the land which you are developing, please provide the details of the legal owner below:

Contact Name	<i>insert name, insert position</i>		
Company & Address	<i>insert company name and company number</i>		
Email	<i>insert email address</i>	Contact ph#	<i>insert phone number</i>

In signing this agreement, I confirm I have seen, read, understood and accept the terms and conditions set out in this agreement for and on behalf of:

insert name of legal entity by its
authorised signatory:

CHORUS NEW ZEALAND LIMITED by its
authorised signatory:

Signature of authorised signatory

Signature of authorised signatory

Name of authorised signatory

Name of authorised signatory

Date

Date

1. Signing and payment

Before we start we need you, or your agent, to sign the agreement and return it to us, along with your payment. You can email the documents to develop@chorus.co.nz or post to:

Property Development Team
PO Box 9405
Hamilton 3200

Your payment of \$5,637.30 (incl. GST) is a contribution towards the cost of our design and build work to provide telecommunications and connect your subdivision to our network. You can pay using one of the methods below. Please include your Chorus reference number WNK62874 when making payment.

- Bank transfer: **03-0584-0256885-00 (Westpac)**
- Credit card (transaction fee applies) online at <https://payments.chorus.co.nz>
- By cheque made out to **Chorus New Zealand Ltd**

Please note: If you're not able to make payment within 30 days of signing the agreement, the agreement will be automatically cancelled unless we agree in writing at our complete discretion to extend the timeframe for payment. To restart the process you will need to reapply and we will create another agreement and update our quote.

2. Scheme Plan and Design Plan

- a. Your Scheme Plan relates to the entire overall Development and is part of this agreement. We use the Scheme Plan to create the Design Plan for the connection of your development to Chorus' network. The Design Plan takes precedence if there's any inconsistency between the two plans.
- b. You must let us know immediately in writing if you become aware of something which might give rise to a change in the Scheme Plan or the Design Plan and/or the scope of the Development.
[Note: Examples of changes which are relevant include changes in the number of connections or boundaries/road layouts.]

3. Installation (Outside Boundary where no Materials provided)

Please note: We employ service companies to help us meet our obligations to you but that doesn't change our relationship with you as set out in this agreement.

- a. We will build our network to the boundary of the Development. Title and risk in all materials we use to build our network outside of the boundaries of the Development remains with us at all times.
- b. We will use reasonable endeavours to complete our obligations under this agreement by the Completion Date but we won't be liable to you for any failure to do so.
- c. You're responsible for installing 20mm lead-in greenpipe from the boundary of the Development to the relevant properties. *[Note: This is the duct which houses the copper or fibre used to connect the properties to our network].*

For information on the installation of 20mm lead-in greenpipe for an individual premise, please see www.chorus.co.nz/lead-in-guide.

- d. If you damage our network during preparatory work for this development or installation of the 20mm lead-in greenpipe, you will be liable to us for our reasonable costs of repairing that damage.
- e. Based on your scheme plan, we don't consider we'll need to do any inside boundary work at your subdivision. If at a later date we become aware that inside boundary work is required (e.g. your subdivision involves a Right of Way requiring materials other than the 20mm lead-in greenpipe), we'll let you know and paragraphs 10 to 12 of this agreement will apply.

4. Connection

- a. We'll connect the subdivision to our network, if all work is completed as outlined in this Agreement. This is not the individual houses being connected, only your subdivision as a whole connected at the boundary of your Development.

[Note: If we have notified you that inside boundary work is required and paragraphs 10 to 12 apply then connection to our network won't happen until installation of the Materials is completed.]

- b. We will try and align the timing of this work with your installation work at your Development. Our ability to complete our work is sometimes dependant on the progress you've made and we also have to co-ordinate with the relevant local authority. It may take up to 3 months from the Materials being installed to the subdivision being connected to the Chorus network.
- c. If you decide you need to change the scope of your subdivision at a later date (e.g. with more connections to our network, boundary changes or road layouts), please note the process under 'Changes and Cancellations' below.
- d. Other people might connect to our network by way of the network extension we build to connect your subdivision to our network. If that happens, you won't be entitled to any right of refund of the payment made by you to us as part of this subdivision.

5. Land Title Plans and Easements

- a. Once work is underway, we will request the draft Land Title Plans for the Development (i.e. a survey plan for the Development). The draft Land Title Plan must detail any easements required in our favour over the Development.
- b. If any of the 20mm lead-in greenpipe in your Development crosses land which isn't public road reserve vested in a local authority, then we'll need an easement from the owner of that land in our favour. An example of this type of land, known as private land, is any communal land within a subdivision like a right of way. The aim of an easement is to protect our access rights for any maintenance and/or upgrade needs.
- c. If easements are required, you'll also need to arrange for your lawyer to complete the following 2 forms which are available at the link below:

- Authority and Instruction form; and
- Chorus Easement Instrument form.

More information about easements are available at: www.chorus.co.nz/develop-with-chorus/easements. You'll also need to pay a processing fee which can be paid directly through the easement online portal or by invoice on request.

- d. You or your lawyer can upload these documents to choruseasements.chapmantripp.com, or contact choruseasements@chapmantripp.com for assistance, or post them to:

Chorus Easements
10 Customhouse Quay
PO Box 993
Wellington 6140

Once the correctly completed documents are received, we aim to have the easement document executed, scanned and emailed back to your lawyer within 7 Working Days.

- e. The "Easement in Gross" requirement may be waived in certain circumstances. If there is an existing easement and the completed subdivision will be made up of 3 lots or less, you can ask us to review the easement requirement. You'll need to get in touch with us directly via email (siteacquisition@chorus.co.nz) before we finalise the Design Plan. We'll let you know if we've agreed to waive the easement requirement.

6. Chorus Clearance Letter & Customer Connection

- a. Once we receive the draft Land Title Plan, we'll work towards issuing a Chorus Clearance Letter. You can pass this on to your relevant local authority to confirm the Development will be ready to be connected to our network from a prescribed future date. That date:
 - reflects the date by which Chorus expects you to be able to order a telecommunications services at the Development; and
 - may be 3 months or more from the date this agreement was accepted.

- b. Once the build work is completed, your Development will be ready to be connect to the Chorus network. You or the new occupants will need to talk to a broadband or voice provider to get telecommunication services over our network. It's important you are in contact with them during the installation process so you understand their requirements.

7. Changes and Cancellation

- a. Any change to this agreement must be in writing and signed by both of us.
- b. If we think (acting reasonably) a Change Event has happened, we may require a change to the payment required by you under this agreement and/or the Completion Date. We may also suspend this agreement (in whole or in part) until the relevant change is agreed with you. A **Change Event** includes an event where:
 - You haven't started to install the Materials within 12 months from the date of this agreement and this delay is not caused directly as a result of any act or omission by us; *[Note: This will be relevant only where we have notified you that inside boundary work is required and paragraphs 10 to 12 apply.]*
 - You have let us know there is something which might give rise to a change in the Scheme Plan or the Design Plan and/or the scope of the Development; and
 - Weather conditions or unforeseen physical conditions have caused delay or results in additional costs to us in doing what we need to do under this agreement.
- c. If we can't agree what change is required with you within 10 Working Days of us letting you know we think a change is needed, we may immediately cancel this agreement.
- d. If a Cancellation Event happens, we'll let you know in writing if we have:
 - suspended this agreement until the event is resolved to our satisfaction (acting reasonably); or
 - cancelled (in whole or in part) this agreement with immediate effect.

A **Cancellation Event** includes an event where:

- You fail to meet any of your material obligations under this agreement, and don't remedy that failure to our satisfaction (acting reasonably), within 30 days of written notice from us of the failure;
 - You fail to meet any of your material obligations under this agreement and this failure isn't capable of being remedied; or
 - You become bankrupt, go or are put into liquidation, have a receiver or statutory manager appointed over your assets or any of them, become insolvent, cease to carry on your business, make any composition or arrangement with your creditors, or are deemed or perceived unable to pay your debts when they fall due.
- e. Without limiting our other rights, where we cancel this agreement we'll keep any payments you've made to us but only to the extent required to cover our costs (whether directly or indirectly) up to the date the agreement is cancelled.
 - f. We also may recover from you, by deducting from or set-off against any amount we may owe you, amounts for any damage, loss or cost (including legal costs) to us relating to the enforcement and/or the cancellation of this agreement.
 - g. If you are in possession of any Materials that have not yet been installed at the date of cancellation, we'll need to recover these from you. *[Note: This will be relevant only where we have notified you that inside boundary work is required and paragraphs 10 to 12 apply.]*
 - h. This agreement automatically expires on the 12 month anniversary of the date the Chorus Clearance Letter is issued by us.
 - i. Paragraphs 3(b), 3(d), 7(e) to 7(g) (inclusive), 8(a) and (9) (and 10(b), 10(d), 11(g) and 12(c) if applicable) will survive cancellation or expiry of this agreement. Any special terms in Appendix B relating to Pre-Built Fibre (if applicable) will survive expiry of this agreement.

8. Health and Safety

- a. We both agree to:
 - comply with, and make sure each of our contractors, personnel and representatives are aware of and comply with:
 - i. the health and safety obligations under this agreement; and
 - ii. any site specific safety plans developed for the Development.
 - provide and perform the services under this agreement in accordance with all relevant local and national standards, codes of practice or generally accepted practices applicable to the telecommunications and construction industries; and
 - co-operate, consult and co-ordinate with each other, and any other PCBU (as defined in the Health and Safety at Work Act 2015 (HSW Act)) who has a duty under the HSW Act in relation to the services provided under this agreement, to ensure each party can comply with its respective obligations under the HSW Act.
- b. During the term of this agreement, we both agree that we must each have documented, adequate and effective Health and Safety Management System (HSMS) to ensure we can comply with our respective health and safety related obligations under this agreement and at law. Either of us may reasonably request the opportunity to review the other's HSMS.

9. General

- a. The following defined terms are used in this agreement:

Completion Date means the developer anticipated completion date identified on the cover page of this agreement or another date which we agree with you (acting reasonably);

Design Plan means the plan prepared by us which outlines the Materials and architecture design to be installed at the Development;

Development means the wider development being undertaken by you at the location identified on the cover page of this Agreement.

Materials means the telecommunications infrastructure (including (without limitation) ducting, multi-ducting, cables, manholes and chambers) which, in our sole opinion and when installed properly, would enable us to connect our network to those properties within the Development as identified in the Design Plan; and

subdivision means the stage of the Development identified on the cover page of the agreement;

Working Day means any day other than a Saturday, Sunday or a statutory public holiday in New Zealand.

- b. Subject to paragraphs 9(c) and 9(d) below, Chorus' liability for all damages arising out of or in relation to this agreement, regardless of the form of action which imposes liability, whether in contract, equity, negligence or tort or otherwise, will be limited to and will not exceed \$100,000.
- c. The limitation in paragraph 9(b) above will not apply to any liability of a party arising out of:
 - a breach of confidentiality or a party's health and safety obligations at law;
 - the fraud or wilful breach of this agreement by a party; or
 - failure to pay any amount due and owing under this Agreement.
- d. Notwithstanding paragraph 9(b) above, in no event will either party be liable for any:
 - damages arising out of or in relation to this agreement to the extent such damages were contributed to by the default or negligence of the other party (or any of its related companies); or
 - loss of income, profits, revenue, savings or any indirect, incidental, consequential, exemplary, punitive or special damages of any party, or any third party loss, even if the liable party has been advised of the possibility of such damages in advance.

- e. Neither of us is liable for any breach of our obligations under this agreement if that breach is the direct result of an event beyond our reasonable control and we have used all reasonable endeavours to mitigate as soon as practicable its breach under this agreement notwithstanding the relevant event.
- f. We'll each keep, and ensure any of our relevant subcontractors keeps, current at all times during the term of this agreement a policy of public risk insurance for an amount of not less than \$1,000,000.
- g. We'll each keep confidential, secure and not misuse any information we receives from the other in connection with or in relation to the subject matter of this agreement (including the agreement itself). The disclosure and use of confidential information by either of us is permitted to the extent required by law or to do what we need to do under this agreement. We'll each give the other prior written notice of any proposed disclosure. No written notice is required where confidential information is being disclosed by you to the contractor installing the Materials on your behalf or by us to our service companies.
- h. If one of us believes there is a dispute, we'll promptly let the other one know in writing, giving details of the dispute. If the dispute isn't resolved by our respective senior representatives within 20 Working Days of notice, we'll be entitled to promptly submit the dispute to arbitration. Pending resolution of a dispute, we'll each make all reasonable efforts to resolve the dispute promptly and in a way that minimises any impact on the performance of our obligations under the agreement. Nothing in this paragraph will prevent either of us from seeking urgent interlocutory or injunctive relief from the Court.
- i. You may not assign, novate or subcontract any of your rights or obligations under this agreement without our prior written consent (not be unreasonably withheld where the proposed assignee is able to comply at all times with the provisions of this agreement).
- j. Each notice or other communication given under, or in connection with this agreement will be made in writing, and sent by email to the email address of that party specified on the cover page of this agreement, or such other address or email address as is notified by that party to the other party. No notice or communication will be effective until received. Any notice sent to Chorus by email under this paragraph must also be sent to develop@chorus.co.nz.
- k. In the event that any personal information (as that term is defined in the Privacy Act 1993) about you is disclosed to us under or in relation to this agreement, the use, disclosure and security of, and your access to, that information, will be as set out in our privacy policy, which can be found at www.chorus.co.nz/privacy-policy.
- l. Each party accepts the other party's obligations under this agreement are provided for the purpose of a business, and to the extent allowed by law, every warranty and guarantee from one party to the other party implied by custom or law is excluded (including, without limitation, in relation to the Consumer Guarantees Act 1993 and the Fair Trading Act 1986).
- m. A waiver of any provision of this agreement will not be effective unless given in writing, and then it will be effective only to the extent that it is expressly stated to be given. A failure, delay or indulgence by either of us in exercising any power or right will not operate as a waiver of that power or right. A single exercise or partial exercise of any power or right will not preclude further exercises of that power or right or the exercise of any other power or right.
- n. Amendments to this agreement will only be effective if in writing and signed by both the parties.
- o. This agreement represents the entire agreement between us on the subject matter of the agreement and supersedes all prior negotiations, representations and agreements.
- p. This agreement may be executed in any number of counterparts. Once we've signed the counterparts and received a copy of the others counterpart, they will be deemed to be as valid and binding on us as if it had been executed by both of us.
- q. Each term in this agreement is separately binding. If for any reason either of us can't rely on any term then all the other terms remain binding.
- r. This agreement is governed by the laws of New Zealand. We both submit to the non-exclusive jurisdiction of the Courts of New Zealand.

[Note: Paragraphs 10 to 12 will apply only where we have notified you that inside boundary work is required and where we provide you with Materials]

10. Materials

Please note: The Materials are typically installed in a shared trench with the power as this is cost effective for your civils works – if this is what you intend to do, then the 4 week period for the creation of your Design Plan will be from when the date the proposed power design plans are supplied to us.

- a. We may need to order Materials before you are ready to collect them as we don't always hold these in stock. You need to:
 - Contact the service company, preferably, or email develop@chorus.co.nz at least 15 Working Days before you need them. We'll let you know the location of the depot, including their hours of operation.
 - Once we notify you that the Materials are ready, you will have 10 Working Days to collect them. Charges may apply for storage if not collected readily.
- b. Risk in the Materials will pass to you when you collect them. Risk remains with you until the earlier of:
 - expiry of the Defects Liability Period; and
 - the return or collection of the Materials by us upon early cancellation of the agreement.
- c. Title to all Materials remains with us at all times.
- d. As per our instructions, you'll need to make sure the Materials are kept in secure, waterproof storage up to the time you install them.

11. Installation (Inside boundary where Materials are provided)

Please note: We employ service companies to help us meet our obligations to you but that doesn't change our relationship with you as set out in this agreement.

- a. You're responsible for trenching - both the opening and backfill – as well as the laying of the required Materials and all installation costs. We need to be onsite during the installation to ensure you meet the Design Plan standards. Where the Scheme Plan identifies a proposed utility corridor, we'll always use this corridor in the Design Plan where possible (acting reasonably).
- b. The installation details will be set out in the Design Plan. We've supplied detailed physical installation instructions under the Lay Specifications in Appendix A at the end of this agreement. The contractor who's installing the Materials on your behalf will need to sign a copy of the instructions and promptly email or post this document to us at the addresses we provide to you.
- c. Before you start the installation, please ensure the berm levels are at their final levels, kerb lines are in place, final boundary positions are known and, in relation to separate trenching only, other underground services for the Development have been laid.
- d. Once the Design Plan is finalised, we'll supply to you the Materials required for installation.
- e. While you install the Materials, we need to be present to oversee this. We'll also undertake additional works so the Development meets the standard required for connection to our network, including jointing, testing and commissioning works.
- f. Installation of the Materials must be completed by the Completion Date. We may be able to extend the Completion Date if you're unable to finish the installation as a direct result of our failure to do something we were supposed to do under this agreement. The extension will be for the same amount of time you were delayed.
- g. We will use reasonable endeavours to complete our obligations under this agreement by the Completion Date but we won't be liable to you for any failure to do so.

12. Installation Completion

- a. Once installation is completed, you'll need to promptly provide us with an 'As Built' plan of the Materials as you've installed them at the Development. The 'As Built' information is required before we can provide the Chorus Clearance Letter required for your Council's 224c (see paragraph 6 below for more details). These must include:
- what Materials have been installed where;
 - the location of the Materials, both along the street and its offset measurement to permanent street features (e.g. survey pegs and kerb lines);
 - the location of the ends on the Materials (including road crossings); and
 - the depth of all of the Materials.

For more information on 'As Built' plans, please see www.chorus.co.nz/as-builts-checklist.

- b. During the Defects Liability Period, you are responsible for the maintenance and repair of trenches, sealings and washouts to protect the Materials and ensure their operation is not compromised in any way. We're entitled to charge you for any remedial work you ask us to do during the Defects Liability Period to meet your obligation in this regard. The Defects Liability Period runs from the date on which the Materials are collected by you until the 12 months anniversary of the date the Chorus Clearance Letter is issued by us.
- c. If you damage our network during installation of the Materials or any lead-ins for an individual premise (including, in each case, where you do preparatory works to get ready for this installation) the Defects Liability Period, you will be liable to us for our reasonable costs of repairing that damage.
- d. This agreement does not cover the installation of lead-ins which run from the boundary of the Development to the premise – below is the terminology used for copper and fibre:
- Copper: the building entry point (known as the External Termination Point or ETP);
 - Fibre: the portal at a premise where that premise connects to our network, including the Optical Network Terminal (ONT), ETP and any other Network Interface Device (NID).

For information on the installation of lead-ins for an individual premise, please see www.chorus.co.nz/lead-in-guide.

Appendix A – Lay Specifications: Helpful information

You can find all the generalised technical guides and lay specifications on our website here:
www.chorus.co.nz/develop-with-chorus

These guides are designed to help you and your contractors planning and building the inside boundary connections.

General Guidelines:

Lead-ins and Trenching: www.chorus.co.nz/lead-in-guide
Wiring Homes for Fibre: www.chorus.co.nz/wiring-homes-for-fibre
As Builts Checklist: www.chorus.co.nz/as-builts-checklist

For SDUs (Single-Dwelling Units), planned for fibre (ABF) or copper reticulation, see the below guidelines:

- **General Fibre Network Guidelines**
[UFB-Ready-Property-Guidelines-Vol-1-General-Fibre-Network-Guidelines](#)
- **Guidelines for SDUs and ROWs**
[UFB-Ready-Property-Guidelines-Vol-2-SDU-and-ROW-Greenfield-Development](#)
- **Premises Wiring Standards**
[UFB-Ready-Property-Guidelines-Vol-4-Premises-Wiring-Minimum](#)



C HUGHES & ASSOCIATES LTD
Surveying and Resource Management - Central Otago

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03 443 5052

CROMWELL
17A MURRAY TERRACE
P.O. BOX 51
03 445 0376

 www.chasurveyors.co.nz

Job No:	5487	Drawn By:	JDL	Date:	
Drawing No:	W1528	Sheet No:	1	Revision:	A
				Date Created:	Feb 2021



Before you dig

C H ● R U S

Please play it safe by using our cable location services to check what's underground before you dig.

Call **0800 B4UDIG** (0800 248 344)
or visit **www.beforeudig.co.nz**

We've taken a look and determined your planned work is in close proximity to our network.

Excavation work near any buried network is risky. Create a safer working environment and avoid potential repair costs by using the Before you Dig cable location service.

We recommend requesting a cable location and ground mark-out. The mark-out will show you where our network is buried so you know which areas to work cautiously in before you break ground.

You can also reduce the chance of damaging our network by using modern pot-holing and hydro-excavation methods.

When your work is close to our high capacity network, a free stand-over service is available once the location fee has been paid. We will work with you onsite to further minimise any risk of damage to the Chorus network and our customers' services.

Thanks for helping us make sure everyone stays connected.



If you need any further advice please contact Chorus on **0800 822 003** or by email on NPG@chorus.co.nz

If you think you may have accidentally damaged a cable or feel that any part of our network is at risk, please call us on **0800 4 NETWORK** (0800 463 896) and select option 2 for assistance.



Certificate of Analysis

Courtney Browne
17 Kinross Street
Christchurch
Attention: C Hughes, Wanaka
Phone: 027 222 0252
Email: wanaka@chasurveyors.co.nz

Lab Reference: 21-16632
Submitted by: Jack Lister
Date Received: 13/04/2021
Testing Initiated: 13/04/2021
Date Completed: 19/04/2021
Order Number: Quote 20-161
Reference: 5487 Down Days

Sampling Site: Oasis

Report Comments

Samples were collected by yourselves (or your agent) and analysed as received at Analytica Laboratories. Samples were in acceptable condition unless otherwise noted on this report.

LOR = Limit of Reporting.

MAV = Maximum acceptable value for compliance per *Drinking-water Standards for New Zealand 2005 (Revised 2018)*.
Where N/A, MAV is not outlined in *Drinking-water Standards for New Zealand* document.

Please note: temperature on arrival of samples exceeded the recommended 10°C holding temperature.

Please note: E.coli MPN testing for fraction 21-16632-1 was not carried out within 24hrs of sampling. Samples must arrive at the laboratory with sufficient time for testing within 24hrs of sampling.

Domestic Drinking Water Profile (Elemental Analysis)

Client Sample ID				5487 Down Days
Date Sampled				12/04/2021
Analyte	Unit	LOR	MAV	21-16632-1
Calcium	g/m ³	0.05	N/A	18.8
Magnesium	g/m ³	0.01	N/A	2.03
Potassium	g/m ³	0.05	N/A	1.2
Sodium	g/m ³	0.01	N/A	2.75
Arsenic	g/m ³	0.0005	0.01	<0.00050
Lead	g/m ³	0.00005	0.01	0.00014
Boron	g/m ³	0.005	1.4	<0.0050
Iron	g/m ³	0.005	N/A	<0.0050
Manganese	g/m ³	0.0005	0.4	<0.00050
Copper	g/m ³	0.0002	2	0.0078
Zinc	g/m ³	0.003	N/A	0.0048

All tests reported herein have been performed in accordance with the laboratory's scope of accreditation with the exception of tests marked *, which are not accredited.

This test report shall not be reproduced except in full, without the written permission of Analytica Laboratories.

Domestic Drinking Water Profile (Aggregates/Nutrients)

Client Sample ID				5487 Down Days
Date Sampled				12/04/2021
Analyte	Unit	LOR	MAV	21-16632-1
pH	pH	1	N/A	7.8
Turbidity	NTU	0.05	N/A	0.42
Electrical Conductivity	µS/cm	0.2	N/A	122
Total Dissolved Salts*	g/m ³	2	N/A	82.0
Total Alkalinity (CaCO ₃)	g CaCO ₃ /m ³	1	N/A	54.1
Total Hardness	g eqv. CaCO ₃ /m ³	0.05	N/A	55
Nitrate-N	g/m ³	0.002	11.29	0.238
Chloride	g/m ³	0.5	N/A	0.60
Sulfate	g/m ³	0.15	N/A	3.24

Domestic Drinking Water Profile (Microbiology)

Client Sample ID				5487 Down Days
Date Sampled				12/04/2021
Analyte	Unit	LOR	MAV	21-16632-1
Enumerated E.coli	MPN/100mL	1	1	<1

Temperature on Arrival

Client Sample ID				5487 Down Days
Date Sampled				12/04/2021
Analyte	Unit	LOR	MAV	21-16632-1
Temp on Arrival*	°C	0	N/A	23.2

Method Summary

Recoverable Trace Elements	Samples were analysed as received by the laboratory using ICP-MS following an acid digestion. In house procedure based on US EPA method 200.8.
pH	Samples measured as received using a conventional pH electrode. (APHA 4500 H ⁺ B. Online edition).
Turbidity	Samples analysed as received using a conventional turbidimeter. (APHA 2130 B Online edition).
Electrical Conductivity	Samples analysed as received using a conventional conductivity electrode. (APHA 2510 B - Modified - Auto-titrator - Online edition).
Calculated TDS	Samples analysed as received using a conventional conductivity electrode. (APHA 2510 B - Modified - Auto-titrator - Online edition).EC value multiplied by constant of 0.67 to determine TDS (g/m ³).
Total Alkalinity (CaCO₃)	Samples analysed as received by potentiometric titration. (APHA 2320 B Online edition).
Total Hardness	Result calculated from Total Magnesium and Calcium. (APHA 2340B - Online edition)
NO₃-N	Calculated from oxidised nitrogen and Nitrite-N, measured colourimetrically by flow injection analysis. (APHA NO ₃ -I. Online edition)
Chloride	Analysis by Ion exchange chromatography following sample filtration. (APHA 4110 B - Online edition).
Sulfate	Analysis by Ion exchange chromatography following sample filtration. (APHA 4110B - Online edition).
Enumerated E.coli	Enzyme Substrate Coliforms and E.coli (APHA 9223 B - Online Edition)
Temp on Arrival	Measured on arrival by a digital infra-red laser thermometer.



Emily Hanna, B.Sc.

Trace Elements Team Leader



Matthew Counsell, B.Sc.

Inorganics Team Leader



Alini Goundar, B. Sc.

Microbiology Team Leader



Olivia Matthews, B.Sc.(Tech)

Laboratory Technician

New Zealand Drinking Water Standard

Analyte	MAV	Guideline Value	Comment
pH	N/A	<7.0	Water below this level may demonstrate acidic properties, especially if less than pH 6.5. This can result in attack on copper piping and hot water cylinder elements. Staining of white ware with blue copper may be evident.
		7.0-8.5	pH at these levels is ideal.
		>8.5	pH above this level is regarded as alkaline and may result in an unusual taste, scale formation and eye irritation.
Turbidity	N/A	>2.5 NTU	Turbidity above this level reduces the aesthetic acceptability of drinking water. cloudiness will increase with increasing levels of turbidity due to suspended particles such as clay and silts.
Conductivity	N/A	>1500 µS/cm	Conductivity above this level may be regarded as slightly saline and demonstrate a "salty" taste.
TDS (calc)	N/A	>1000 g/m ³	TDS above this level may be regarded as slightly saline and have a "salty" taste.
Alkalinity	N/A	>200 g/m ³	Alkalinity above this level may be regarded as hard and/or potentially corrosive. The water may also create scale formation due to high carbonate content.
Hardness	N/A	>200 g/m ³	Hardness above this level is regarded as hard and can result in scale formation as well as scum formation with detergents.
Calcium	N/A	>100 g/m ³	Calcium above this level may result in hard water that can result in scale formation and result in scum formation with detergents.
Magnesium	N/A	>100 g/m ³	Magnesium above this level may result in in hard water that can result in scale formation and result in scum formation with detergents.
Sodium	N/A	>200 g/m ³	Sodium above this level may result in a saline taste to the water.
Potassium	N/A	N/A	Beneficial to health.
Nitrate-N (NO ₃ -N)	11.3 g/m ³	>11.3 g/m ³	Nitrate-N above this level does not comply with NZ Drinking Water Standards. Nitrate-N is an important indicator of nutrient leaching/runoff from fertiliser application or waste leaching. Levels above 11.3 g/m ³ may cause methemoglobinemia in bottle fed infants.
Chloride	N/A	>250 g/m ³	Chloride above this level may result in taste and corrosion problems.
Sulphate	N/A	>250 g/m ³	Sulphate above this level can impart a bitter taste to the water.
Arsenic	0.01 g/m ³	>0.01 g/m ³	Arsenic above this level does not comply with the NZ Drinking Water Standard and is regarded as a health issue.
Boron	1.4 g/m ³	0.5-1.4 g/m ³	Boron at these levels may be an issue for watering of some plant species that are sensitive to boron toxicity.
		>1.4 g/m ³	Boron above this level does not comply with the NZ Drinking Water Standards and is regarded as a health issue. It is also potentially toxic to some plant species.
Iron	N/A	>0.2 g/m ³	Iron above this level may lead to iron floc formation in pipes, staining of laundry and white ware. Levels higher than 1 g/m ³ can also impart a metallic taste to the water.
Manganese	0.4 g/m ³	0.04-0.4 g/m ³	Manganese above this level can result in staining of laundry. Levels higher than 0.1 g/m ³ can result in a metallic taste to the water. Levels higher than 0.5 g/m ³ may result in a manganese flock formation with can block pipe work and result in staining.
		>0.4 g/m ³	Manganese above this level does not comply with the NZ Drinking Water Standard and is regarded as a health issue.
Copper	2 g/m ³	0.1-2 g/m ³	Copper at these levels may indicate the water is corrosive and leaching of copper piping and fixtures which may result in staining.
		>2 g/m ³	Copper above this level does not comply with the NZ Drinking Water Standard and is regarded as a health issue.
Lead	0.01 g/m ³	>0.01 g/m ³	Lead above this level does not meet the NZ Drinking Water Standard as is regarded as a health issue. Lead above this level may indicate corrosion of old piping fixtures or soldering that contain lead. In the case of rainwater, it may be caused by lead head nails or other roof and pipe fittings containing lead.
Zinc	N/A	>0.5 g/m ³	Zinc above this level may indicate corrosion of galvanised metal piping and fixtures. At levels of 1.5 g/m ³ zinc can impart a metallic taste to the water.
E. Coli	<1 MPN/100mL	1 MPN/100mL	E. Coli at or above this level does not meet the NZ Drinking Water Standard and is regarded as a health issue.

From: "Matt Suddaby" <matt@chasurveyors.co.nz>
Sent: Mon, 19 Apr 2021 16:22:50 +1200
To: "Jack Lister" <jack@chasurveyors.co.nz>
Subject: FW: Results for registration '21-16632 - 5487 Down Days'
Attachments: 21-16632-[R00].pdf, 21-16632.XLSX, 21-16632.pdf

Matthew Suddaby
Managing Director
Registered Professional Surveyor (RP Surv)
Mobile 027 222 0252

C. Hughes and Associates Ltd – Surveying and Resource Management
Level 3 | 80 Ardmore St | PO Box 599 | Wanaka 9343
Tel 03 443 5052 | Email matt@chasurveyors.co.nz

www.chasurveyors.co.nz

-----Original Message-----

From: Courtney Browne <okb4u8@gmail.com>
Sent: Monday, 19 April 2021 4:02 pm
To: Matt Suddaby <matt@chasurveyors.co.nz>
Subject: FW: Results for registration '21-16632 - 5487 Down Days'

All good!!!

Courtney Browne
17 Kinross Street
Christchurch 8042

(03) 942 7946
027 342 7946
okb4u8@gmail.com

-----Original Message-----

From: Analytica Results [<mailto:results@analytica.co.nz>]
Sent: Monday, April 19, 2021 3:39 PM
To: 'wanaka@chasurveyors.co.nz'
Cc: 'okb4u8@gmail.com'
Subject: Results for registration '21-16632 - 5487 Down Days'

Please see the attached document(s) for your results.

If you have requested more tests than have been provided, separate reports will follow in the near future when results are available.

If you have any queries, please contact results@analytica.co.nz or telephone us on 07 974 4740. Please have your job reference (shown on the attached report) available.

Kind regards from the team at Analytica
+64 7 974 4740
www.analytica.co.nz



Certificate of Analysis

Courtney Browne
17 Kinross Street
Christchurch
Attention: C Hughes, Wanaka
Phone: 027 222 0252
Email: wanaka@chasurveyors.co.nz

Lab Reference: 21-16632
Submitted by: Jack Lister
Date Received: 13/04/2021
Testing Initiated: 13/04/2021
Date Completed: 19/04/2021
Order Number: Quote 20-161
Reference: 5487 Down Days

Sampling Site: Oasis

Report Comments

Samples were collected by yourselves (or your agent) and analysed as received at Analytica Laboratories. Samples were in acceptable condition unless otherwise noted on this report.

LOR = Limit of Reporting.

MAV = Maximum acceptable value for compliance per *Drinking-water Standards for New Zealand 2005 (Revised 2018)*. Where N/A, MAV is not outlined in *Drinking-water Standards for New Zealand* document.

Please note: temperature on arrival of samples exceeded the recommended 10°C holding temperature.

Please note: E.coli MPN testing for fraction 21-16632-1 was not carried out within 24hrs of sampling. Samples must arrive at the laboratory with sufficient time for testing within 24hrs of sampling.

Domestic Drinking Water Profile (Elemental Analysis)

Client Sample ID				5487 Down Days
Date Sampled				12/04/2021
Analyte	Unit	LOR	MAV	21-16632-1
Calcium	g/m ³	0.05	N/A	18.8
Magnesium	g/m ³	0.01	N/A	2.03
Potassium	g/m ³	0.05	N/A	1.2
Sodium	g/m ³	0.01	N/A	2.75
Arsenic	g/m ³	0.0005	0.01	<0.00050
Lead	g/m ³	0.00005	0.01	0.00014
Boron	g/m ³	0.005	1.4	<0.0050
Iron	g/m ³	0.005	N/A	<0.0050
Manganese	g/m ³	0.0005	0.4	<0.00050
Copper	g/m ³	0.0002	2	0.0078
Zinc	g/m ³	0.003	N/A	0.0048

All tests reported herein have been performed in accordance with the laboratory's scope of accreditation with the exception of tests marked *, which are not accredited.

This test report shall not be reproduced except in full, without the written permission of Analytica Laboratories.

Domestic Drinking Water Profile (Aggregates/Nutrients)

Client Sample ID				5487 Down Days
Date Sampled				12/04/2021
Analyte	Unit	LOR	MAV	21-16632-1
pH	pH	1	N/A	7.8
Turbidity	NTU	0.05	N/A	0.42
Electrical Conductivity	µS/cm	0.2	N/A	122
Total Dissolved Salts*	g/m ³	2	N/A	82.0
Total Alkalinity (CaCO ₃)	g CaCO ₃ /m ³	1	N/A	54.1
Total Hardness	g eqv. CaCO ₃ /m ³	0.05	N/A	55
Nitrate-N	g/m ³	0.002	11.29	0.238
Chloride	g/m ³	0.5	N/A	0.60
Sulfate	g/m ³	0.15	N/A	3.24

Domestic Drinking Water Profile (Microbiology)

Client Sample ID				5487 Down Days
Date Sampled				12/04/2021
Analyte	Unit	LOR	MAV	21-16632-1
Enumerated E.coli	MPN/100mL	1	1	<1

Temperature on Arrival

Client Sample ID				5487 Down Days
Date Sampled				12/04/2021
Analyte	Unit	LOR	MAV	21-16632-1
Temp on Arrival*	°C	0	N/A	23.2

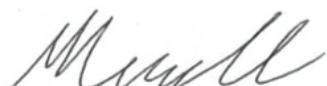
Method Summary

Recoverable Trace Elements	Samples were analysed as received by the laboratory using ICP-MS following an acid digestion. In house procedure based on US EPA method 200.8.
pH	Samples measured as received using a conventional pH electrode. (APHA 4500 H ⁺ B. Online edition).
Turbidity	Samples analysed as received using a conventional turbidimeter. (APHA 2130 B Online edition).
Electrical Conductivity	Samples analysed as received using a conventional conductivity electrode. (APHA 2510 B - Modified - Auto-titrator - Online edition).
Calculated TDS	Samples analysed as received using a conventional conductivity electrode. (APHA 2510 B - Modified - Auto-titrator - Online edition).EC value multiplied by constant of 0.67 to determine TDS (g/m ³).
Total Alkalinity (CaCO₃)	Samples analysed as received by potentiometric titration. (APHA 2320 B Online edition).
Total Hardness	Result calculated from Total Magnesium and Calcium. (APHA 2340B - Online edition)
NO₃-N	Calculated from oxidised nitrogen and Nitrite-N, measured colourimetrically by flow injection analysis. (APHA NO ₃ -I. Online edition)
Chloride	Analysis by Ion exchange chromatography following sample filtration. (APHA 4110 B - Online edition).
Sulfate	Analysis by Ion exchange chromatography following sample filtration. (APHA 4110B - Online edition).
Enumerated E.coli	Enzyme Substrate Coliforms and E.coli (APHA 9223 B - Online Edition)
Temp on Arrival	Measured on arrival by a digital infra-red laser thermometer.



Emily Hanna, B.Sc.

Trace Elements Team Leader



Matthew Counsell, B.Sc.

Inorganics Team Leader



Alini Goundar, B. Sc.

Microbiology Team Leader



Olivia Matthews, B.Sc.(Tech)

Laboratory Technician

New Zealand Drinking Water Standard

Analyte	MAV	Guideline Value	Comment
pH	N/A	<7.0	Water below this level may demonstrate acidic properties, especially if less than pH 6.5. This can result in attack on copper piping and hot water cylinder elements. Staining of white ware with blue copper may be evident.
		7.0-8.5	pH at these levels is ideal.
		>8.5	pH above this level is regarded as alkaline and may result in an unusual taste, scale formation and eye irritation.
Turbidity	N/A	>2.5 NTU	Turbidity above this level reduces the aesthetic acceptability of drinking water. cloudiness will increase with increasing levels of turbidity due to suspended particles such as clay and silts.
Conductivity	N/A	>1500 µS/cm	Conductivity above this level may be regarded as slightly saline and demonstrate a "salty" taste.
TDS (calc)	N/A	>1000 g/m ³	TDS above this level may be regarded as slightly saline and have a "salty" taste.
Alkalinity	N/A	>200 g/m ³	Alkalinity above this level may be regarded as hard and/or potentially corrosive. The water may also create scale formation due to high carbonate content.
Hardness	N/A	>200 g/m ³	Hardness above this level is regarded as hard and can result in scale formation as well as scum formation with detergents.
Calcium	N/A	>100 g/m ³	Calcium above this level may result in hard water that can result in scale formation and result in scum formation with detergents.
Magnesium	N/A	>100 g/m ³	Magnesium above this level may result in in hard water that can result in scale formation and result in scum formation with detergents.
Sodium	N/A	>200 g/m ³	Sodium above this level may result in a saline taste to the water.
Potassium	N/A	N/A	Beneficial to health.
Nitrate-N (NO ₃ -N)	11.3 g/m ³	>11.3 g/m ³	Nitrate-N above this level does not comply with NZ Drinking Water Standards. Nitrate-N is an important indicator of nutrient leaching/runoff from fertiliser application or waste leaching. Levels above 11.3 g/m ³ may cause methemoglobinemia in bottle fed infants.
Chloride	N/A	>250 g/m ³	Chloride above this level may result in taste and corrosion problems.
Sulphate	N/A	>250 g/m ³	Sulphate above this level can impart a bitter taste to the water.
Arsenic	0.01 g/m ³	>0.01 g/m ³	Arsenic above this level does not comply with the NZ Drinking Water Standard and is regarded as a health issue.
Boron	1.4 g/m ³	0.5-1.4 g/m ³	Boron at these levels may be an issue for watering of some plant species that are sensitive to boron toxicity.
		>1.4 g/m ³	Boron above this level does not comply with the NZ Drinking Water Standards and is regarded as a health issue. It is also potentially toxic to some plant species.
Iron	N/A	>0.2 g/m ³	Iron above this level may lead to iron floc formation in pipes, staining of laundry and white ware. Levels higher than 1 g/m ³ can also impart a metallic taste to the water.
Manganese	0.4 g/m ³	0.04-0.4 g/m ³	Manganese above this level can result in staining of laundry. Levels higher than 0.1 g/m ³ can result in a metallic taste to the water. Levels higher than 0.5 g/m ³ may result in a manganese flock formation with can block pipe work and result in staining.
		>0.4 g/m ³	Manganese above this level does not comply with the NZ Drinking Water Standard and is regarded as a health issue.
Copper	2 g/m ³	0.1-2 g/m ³	Copper at these levels may indicate the water is corrosive and leaching of copper piping and fixtures which may result in staining.
		>2 g/m ³	Copper above this level does not comply with the NZ Drinking Water Standard and is regarded as a health issue.
Lead	0.01 g/m ³	>0.01 g/m ³	Lead above this level does not meet the NZ Drinking Water Standard as is regarded as a health issue. Lead above this level may indicate corrosion of old piping fixtures or soldering that contain lead. In the case of rainwater, it may be caused by lead head nails or other roof and pipe fittings containing lead.
Zinc	N/A	>0.5 g/m ³	Zinc above this level may indicate corrosion of galvanised metal piping and fixtures. At levels of 1.5 g/m ³ zinc can impart a metallic taste to the water.
E. Coli	<1 MPN/100mL	1 MPN/100mL	E. Coli at or above this level does not meet the NZ Drinking Water Standard and is regarded as a health issue.

Reference	Description	Sample Description	Sample Date	Sample No.	QC Type	Depth	Submitted Sample Type
Units PQL Method 21-16632	5487 Down Days	5487 Down Days	4/12/2021 8:25:00 AM	1	Regular		Clean Water

Reference	Description	Sample Description	Sample Date	Sample No.	QC Type	Depth	Submitted Sample Type
Units PQL Method 21-16632	5487 Down Days	5487 Down Days	4/12/2021 8:25:00 AM	1	Regular		Clean Water

Reference	Description	Sample Description	Sample Date	Sample No.	QC Type	Depth	Submitted Sample Type
Units PQL Method 21-16632	5487 Down Days	5487 Down Days	4/12/2021 8:25:00 AM	1	Regular		Clean Water

Reference	Description	Sample Description	Sample Date	Sample No.	QC Type	Depth	Submitted Sample Type
Units PQL Method 21-16632	5487 Down Days	5487 Down Days	4/12/2021 8:25:00 AM	1	Regular		Clean Water

Reference	Description	Sample Description	Sample Date	Sample No.	QC Type	Depth	Submitted Sample Type
Units PQL Method 21-16632	5487 Down Days	5487 Down Days	4/12/2021 8:25:00 AM	1	Regular		Clean Water

Calcium (Ca) g/m3 0.05	Magnesium (Mg) g/m3 0.01	Potassium (K) g/m3 0.05	Sodium (Na) g/m3 0.01	Arsenic (As) g/m3 0.0005	Lead (Pb) g/m3 0.00005
Recoverable Trace Element	Recoverable Trace Element	Recoverable Trace Element	Recoverable Trace Element	Recoverable Trace Element	Recoverable Trace Element
18.8	2.03	1.2	2.75	<0.0005	0.00014
pH					
pH					
1					
pH					
7.8					
Turbidity (Turb) NTU 0.05					
Turbidity 0.42					
Electrical Conductivity (EC) µS/cm 0.2					
Electrical Conductivity 122					
Total Dissolved Salts*					
g/m3 2					
Calculated TDS 82					

Boron (B) g/m3 0.005	Iron (Fe) g/m3 0.005	Manganese (Mn) g/m3 0.0005	Copper (Cu) g/m3 0.0002	Zinc (Zn) g/m3 0.003
recoverable Trace Element	recoverable Trace Element	recoverable Trace Element	recoverable Trace Element	recoverable Trace Elements
<0.005	<0.005	<0.0005	0.0078	0.0048

Reference	Description	Sample Description	Sample Date	Sample No.	QC Type	Depth	Submitted Sample Type
Units							
PQL							
Method							
21-16632	5487 Down Days	5487 Down Days	4/12/2021 8:25:00 AM	1	Regular		Clean Water

Reference	Description	Sample Description	Sample Date	Sample No.	QC Type	Depth	Submitted Sample Type
Units							
PQL							
Method							
21-16632	5487 Down Days	5487 Down Days	4/12/2021 8:25:00 AM	1	Regular		Clean Water

Reference	Description	Sample Description	Sample Date	Sample No.	QC Type	Depth	Submitted Sample Type
Units							
PQL							
Method							
21-16632	5487 Down Days	5487 Down Days	4/12/2021 8:25:00 AM	1	Regular		Clean Water

Reference	Description	Sample Description	Sample Date	Sample No.	QC Type	Depth	Submitted Sample Type
Units							
PQL							
Method							
21-16632	5487 Down Days	5487 Down Days	4/12/2021 8:25:00 AM	1	Regular		Clean Water

Reference	Description	Sample Description	Sample Date	Sample No.	QC Type	Depth	Submitted Sample Type
Units							
PQL							

Total Alkalinity (CaCO₃)

g CaCO₃/m³

1

Total Alkalinity (CaCO₃)

54.1

Total Hardness

g eqv. CaCO₃/m³

0.05

Total Hardness

55

Nitrate-N

(NO₃-N)

g/m³

0.002

NO₃-N

0.238

Chloride

(Cl⁻)

g/m³

0.5

Chloride

0.6

Sulfate

(SO₄²⁻)

g/m³

0.15

Method							
21-16632	5487 Down Days	5487 Down Days	4/12/2021 8:25:00 AM	1	Regular		Clean Water
Reference	Description	Sample Description	Sample Date	Sample No.	QC Type	Depth	Submitted Sample Type

Units							
PQL							
Method							
21-16632	5487 Down Days	5487 Down Days	4/12/2021 8:25:00 AM	1	Regular		Clean Water
Reference	Description	Sample Description	Sample Date	Sample No.	QC Type	Depth	Submitted Sample Type

Units							
PQL							
Method							
21-16632	5487 Down Days	5487 Down Days	4/12/2021 8:25:00 AM	1	Regular		Clean Water

Sulfate

3.24

Enumerated E.coli

ECOL

MPN/100mL

1

Enumerated E.coli

<1

Temp on Arrival*

°C

0

Temp on Arrival


23.2

Reference	Units	PQL	Method	21-16632
Description				5487 Down Days
Sample Description				5487 Down Days
Sample Date				4/12/2021 8:25:00 AM
Sample No.				1
QC Type				Regular
Depth				
Submitted Sample Type				Clean Water

Calcium	(Ca)	g/m3	0.05	Recoverable Trace Elements	18.8	
Magnesium	(Mg)	g/m3	0.01	Recoverable Trace Elements	2.03	
Potassium	(K)	g/m3	0.05	Recoverable Trace Elements	1.2	
Sodium	(Na)	g/m3	0.01	Recoverable Trace Elements	2.75	
Arsenic	(As)	g/m3	0.0005	Recoverable Trace Elements	<0.0005	
Lead	(Pb)	g/m3	0.00005	Recoverable Trace Elements	0.00014	
Boron	(B)	g/m3	0.005	Recoverable Trace Elements	<0.005	
Iron	(Fe)	g/m3	0.005	Recoverable Trace Elements	<0.005	
Manganese	(Mn)	g/m3	0.0005	Recoverable Trace Elements	<0.0005	
Copper	(Cu)	g/m3	0.0002	Recoverable Trace Elements	0.0078	
Zinc	(Zn)	g/m3	0.003	Recoverable Trace Elements	0.0048	
pH		pH	1	pH	7.8	
Turbidity	(Turb)	NTU	0.05	Turbidity	0.42	
Electrical Conductivity	(EC)	µS/cm	0.2	Electrical Conductivity	122	
Total Dissolved Salts*		g/m3	2	Calculated TDS	82	
Total Alkalinity (CaCO3)		g CaCO3/m3	1	Total Alkalinity (CaCO3)	54.1	
Total Hardness		g eqv. CaCO3/m3	0.05	Total Hardness	55	
Nitrate-N	(NO3-N)	g/m3	0.002	NO3-N	0.238	
Chloride	(Cl-)	g/m3	0.5	Chloride	0.6	
Sulfate	(SO42-)	g/m3	0.15	Sulfate	3.24	
Enumerated E.coli	ECOL	MPN/100mL	1	Enumerated E.coli	<1	
Temp on Arrival*		°C	0	Temp on Arrival	23.2	

CHAIN OF CUSTODY



CLIENT INFORMATION					Lab ID (Lab use only)	21-16632		
Client	Courtney Browne				Registered By (Lab use only)	Ginny	Date Registered (Lab use only)	13/4/21
Client Address	17 Kinross Street, Christchurch				Extra Comments Section: Quote 20-161  21-16632			
Project Leader	C Hughes, Wanaka							
Project ID	5487 DownDays	PO Number						
Site (optional)	Oasis							
Sampler	Matt Suddaby Jack Lister							
Phone	027 2220252							
Email (for results)	wanaka@chasurveyors.co.nz & okb4u8@gmail.com							
Invoice Email	okb4u8@gmail.com							
TESTS REQUESTED								
Owner & Site Sample ID	Sampling Date	Time	Matrix	Analysis Requests/Suites [Enter Test Code Below]			Other Comment (please specify additional tests below if any)	
				Full Profile (pls tick) (INORG_W_D_DRINK) (ICP_WT_D_DRINK) (MIC_D_DRINK)	Chemistry Only (INORG_W_D_DRINK) (ICP_WT_D_DRINK)	Micro only (MIC_D_DRINK)		
1 5487 DownDays	12/4/21	8:25am	Drinking/Irrigation Water	X				
2			Drinking/Irrigation Water					
3			Drinking/Irrigation Water					
4			Drinking/Irrigation Water					
5			Drinking/Irrigation Water					
Sender Name		Jack Lister	Courier #	HA 229 038609 NZ	Courier company	NZPost	Date & Time	12/4/21 8:50am dd/mm/yyyy am : pm
Received by (Lab Staff)			Date Received		Time Received	am : pm	Seal Status	
Full Profile		pH, Conductivity, Turbidity, TDS, Alkalinity, Total Hardness, Nitrate as Nitrogen, Chloride, Sulphate, Calcium, Magnesium, Potassium, Sodium, Arsenic, Lead, Boron, Iron, Manganese, Copper, Zinc, E.Coli (MPN)						
Chemistry Only		pH, Conductivity, Turbidity, TDS, Alkalinity, Total Hardness, Nitrate as Nitrogen, Chloride, Sulphate, Calcium, Magnesium, Potassium, Sodium, Arsenic, Lead, Boron, Iron, Manganese, Copper, Zinc						
Micro Only		E.Coli (MPN)						



AFFECTED PERSON'S APPROVAL

FORM 8A



Resource Management Act 1991 Section 95

#

RESOURCE CONSENT APPLICANT'S NAME AND/OR RM #

Downdays Trust
Joanna Day & Scott Downham



AFFECTED PERSON'S DETAILS

I/We

Are the owners/occupiers of
85 Riverbank Road, Wanaka, 9382
LOT 2 DP 309233



DETAILS OF PROPOSAL

I/We hereby give written approval for the proposal to:

Undertake a two lot subdivision that does not comply with the average minimum lot size for Rural Lifestyle zone, and establish a building platform on each lot around existing buildings.

at the following subject site(s):

79 Riverbank Road, Wanaka, 9382
LOT 1 DP 309233



PLEASE TICK

I/We understand that by signing this form Council, when considering this application, will not consider any effects of the proposal upon me/us.



PLEASE TICK

I/We understand that if the consent authority determines the activity is a deemed permitted boundary activity under section 87BA of the Act, written approval cannot be withdrawn if this process is followed instead.



WHAT INFORMATION/PLANS HAVE YOU SIGHTED



PLEASE TICK

I/We have sighted and initialled ALL plans dated and approve them.

5487 Subdivision Plan 12 Feb 2021



APPROVAL OF AFFECTED PERSON(S)

The written consent of all owners / occupiers who are affected. If the site that is affected is jointly owned, the written consent of all co-owners (names detailed on the title for the site) are required.

A	Name (PRINT)	
	SUSAN MEYER	
	Contact Phone / Email address	
	027 3298322	susiemeyer@extra-co.NZ
	Signature	Date
		30/3/21

B	Name (PRINT)	
	Whitney Thurston	
	Contact Phone / Email address	
	0273109270	
	Signature	Date
		30/3/21

C	Name (PRINT)	
	Contact Phone / Email address	
	Signature	Date

D	Name (PRINT)	
	Contact Phone / Email address	
	Signature	Date

Note to person signing written approval

Conditional written approvals cannot be accepted.

There is no obligation to sign this form, and no reasons need to be given.

If this form is not signed, the application may be notified with an opportunity for submissions.

If signing on behalf of a trust or company, please provide additional written evidence that you have signing authority.



**QUEENSTOWN
LAKES DISTRICT
COUNCIL**

Queenstown Lakes District Council
Private Bag 50072, Queenstown 9348
Gorge Road, Queenstown 9300

P: 03 441 0499
E: resourceconsent@qldc.govt.nz
www.qldc.govt.nz



NOTES:
1. AREAS & DIMENSIONS SUBJECT TO FINAL SURVEY
2. AERIAL PHOTO AND SERVICES ARE SOURCED FROM QLD C DATABASE AND ARE FOR INDICATIVE PURPOSES ONLY

UTILL
JML

REVISION	DETAIL	DATE

C HUGHES & ASSOCIATES LTD
Surveying and Resource Management • Central Otago
WANAKA
CROMWELL
77 A BURNLEY TERRACE
PO BOX 100
DUNEDIN 9100
03 443 5062
www.chasurveyors.co.nz



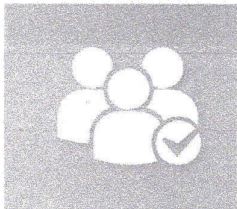
Project
Lots 1 & 2 being a subdivision
of Lot 1 DP 309233
Riverbank Road, Wanaka

Title
Oasis Subdivision
Scheme Plan

Copyright of this drawing is vested in C. Hughes & Associates Limited.
The Contractor shall verify all dimensions on site.
CAUTION: The information shown on this plan has been prepared under a contract and is not to be used for any other purpose without the written consent of C. Hughes & Associates Limited. The information is provided for the purpose of the contract only and is not to be used for any other purpose without the written consent of C. Hughes & Associates Limited.

Scale: 1:1250
Job No: 5487
Client: JDL
Drawing No: W1528
Sheet No: 1
Revision: A
Date: Feb 2021





AFFECTED PERSON'S APPROVAL



FORM 8A

Resource Management Act 1991 Section 95



RESOURCE CONSENT APPLICANT'S NAME AND/OR RM

Downdays Trust
Joanna Day & Scott Downham



AFFECTED PERSON'S DETAILS

I/We **Trustees, Peter and Margaret Cameron Trust**

Are the owners/occupiers of

65 Riverbank Road, Wanaka, 9382
LOT 7 DP 12875



DETAILS OF PROPOSAL

I/We hereby give written approval for the proposal to:

Undertake a two lot subdivision that does not comply with the average minimum lot size for Rural Lifestyle zone, and establish a building platform on each lot around existing buildings, specifically:

- Lot 1 - building platform around existing residence
- Lot 2 - building platform around existing homestay building

at the following subject site(s):

79 Riverbank Road, Wanaka, 9382
LOT 1 DP 309233



PLEASE TICK

I/We understand that by signing this form Council, when considering this application, will not consider any effects of the proposal upon me/us.



PLEASE TICK

I/We understand that if the consent authority determines the activity is a deemed permitted boundary activity under section 87BA of the Act, written approval cannot be withdrawn if this process is followed instead.



WHAT INFORMATION/PLANS HAVE YOU SIGHTED



PLEASE TICK

I/We have sighted and initialled ALL plans dated and approve them.

5487 Subdivision Plan 12 Feb 2021



APPROVAL OF AFFECTED PERSON(S)

The written consent of all owners / occupiers who are affected. If the site that is affected is jointly owned, the written consent of all co-owners (names detailed on the title for the site) are required.

A

Name (PRINT)
Elizabeth Leigh Purdie

Contact Phone / Email address
purdie.family@xtra.co.nz

Signature
Elizabeth L. Purdie

Date
27 March 2021

B

Name (PRINT)
Stephen John Grant

Contact Phone / Email address
stephen.grant@the.grants.nz

Signature
[Signature]

Date
18 March 2021

C

Name (PRINT)
Anne Victoria Cameron

Contact Phone / Email address
vicky.cameron@otago.ac.nz

Signature
Vicky Cameron

Digitally signed by Vicky Cameron
Date: 2021.03.17 20:50:59
+13'00'

Date
17 March 2021

D

Name (PRINT)

Contact Phone / Email address

Signature

Date

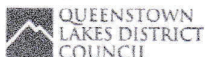
Note to person signing written approval

Conditional written approvals cannot be accepted.

There is no obligation to sign this form, and no reasons need to be given.

If this form is not signed, the application may be notified with an opportunity for submissions.

If signing on behalf of a trust or company, please provide additional written evidence that you have signing authority.



Queenstown Lakes District Council
Private Bag 50072, Queenstown 9348
Gorge Road, Queenstown 9300

P: 03 441 0499
E: resourceconsent@qldc.govt.nz
www.qldc.govt.nz

29 April 2021

C Hughes & Associates Ltd
P O Box 599
WANAKA 9343

Attention: Jack Lister

Resource Consent – Downdays Trustees Ltd

Application

Kāti Huirapa Rūnaka ki Puketeraki, Te Rūnanga o Ōtākou understand that Downdays Trustee Limited are applying for resource consent associated with the subdivision of land into 2 Lots – 74 Riverbank Road, Wanaka (as specified in the information provided).

The Affected Party

Aukaha writes this letter on behalf of Kāti Huirapa Rūnaka ki Pukeraki and Te Rūnanga o Ōtākou, (Kā Rūnaka), two of the kaitiaki Rūnaka whose takiwā (area) includes the site the application relates to.

The representatives have received the full application provided.

This reply is specific to the above proposal and any changes to the application will require further consultation with Rūnaka.

I have the authority to sign on behalf of the Rūnaka and I have read the full application provided.

Kā Rūnaka represent the rakatira and are kaitiaki of all natural resources within the area to which the application relates.

Decision

Kati Huirapa Rūnaka ki Puketeraki and Te Rūnanga o Ōtākou provide their written approval. In signing this written approval, Kā Rūnaka understand that the consent authority must decide that Kā Rūnaka are no longer an affected person, and the consent authority must not have regard to any adverse effects on Kā Rūnaka.

Please see Kāi Tahu ki Otago Natural Resource Management Plan 2005 appendices seen as relevant to this application.

Kā Rūnaka understand that they may withdraw written approval by giving written notice to the consent authority if there is a hearing, or if not, then before the application is determined.

Nāku noa, nā



Tania Richardson
Consents Officer

cc Kāti Huirapa Rūnaka ki Puketeraki
Te Rūnanga o Ōtākou

Aukaha
Level 1, 258 Stuart Street, P O Box 446, Dunedin 9054, New Zealand
Phone - 03 477 0071
info@aukaha.co.nz www.aukaha.co.nz

Appendices

The following Issues/Objectives/Policies of the Kāi Tahu ki Otago Natural Resource Management Plan 2005 are seen as relevant to the above proposal. This relates to the holistic management of natural resources from the perspective of local iwi.

Kāi Tahu ki Otago Natural Resource Management Plan 2005

Otago Region / Te Rohe o Otago

Wai Māori

Wai Māori General Issues

Discharges

- Cumulative effects of discharges.
- Discharge of human waste and other contaminants from point and non point source discharges to water
- View that due to dilution rates, discharges to water have little or no effects.

Wai Māori General Objectives

- There is no discharge of human waste directly to water.
- Contaminants being discharged directly or indirectly to water are reduced.

Wai Māori General Policies

- To protect and restore the mauri of all water.

Discharges

- To require land disposal for human effluent and contaminants.
- To require consideration of alternatives and use of new technology for discharge renewal consents.
- To require monitoring of all discharges be undertaken on a regular basis and all information, including an independent analysis of monitoring results be made available to Kāi Tahu ki Otago.
- To encourage Management Plans for all discharge activities that details the procedure for containing spills and including plans for extraordinary events.
- To require all discharge systems be well maintained and regularly serviced. Copies of all service and maintenance records should be available to Kāi Tahu ki Otago upon request.

Wāhi Tapu

Wāhi Tapu General Issues

- Contamination by discharges and other activities seriously erodes the cultural value and integrity of wāhi tapu.

Wāhi Tahu Objectives

- All wāhi tapu are protected from inappropriate activities
- Kāi Tahu ki Otago have access to wāhi tapu.
- Wāhi tapu throughout the Otago region are protected in a culturally appropriate manner.

Wāhi Tapu General Policies

- To require consultation with Kāi Tahu ki Otago for activities that have the potential to affect wāhi tapu.

Discharges

- To discourage all discharges near wāhi tapu.

Cultural Landscapes

Cultural Landscapes General Issues

- Extension and maintenance of infrastructure (eg transport, telecommunications) can affect cultural landscapes.

Cultural Landscapes Objectives

- The protection of significant cultural landscapes from inappropriate use and development.

Cultural Landscapes General Policies

Subdivisions

- To discourage subdivision and buildings in culturally significant and highly visible landscapes.
- To encourage a holistic planning approach to subdivisions between the Local Government Agencies that takes into account the following:
 - All consents related to the subdivision to be sought at the same time.
 - Protection of Kāi Tahu ki Otago cultural values.
 - Visual amenity
 - Water requirements
 - Wastewater and stormwater treatment and disposal
 - Landscaping
 - Location of building platforms
- To require that where any earthworks are proposed as part of a subdivision activity an accidental discovery protocol is to be signed between the affected Papatipu Rūnaka and the Company.
- To require applicants, prior to applying for subdivision consents, to contact Kāi Tahu ki Otago to determine the proximity of the proposed subdivision to sites of significance identified in the resource inventory.
- To require public foot access along lakeshore and riverbanks within subdivisions.

From: "netspeed support" <support@netspeed.net.nz>
Sent: Fri, 23 Apr 2021 08:26:01 +1200
To: "Jack Lister" <jack@chasurveyors.co.nz>
Subject: RE: 79 Riverbank Road Wanaka

Kia Ora Jack,
79 Riverbank Road, Wanaka, New Zealand
Address is within range of RBI coverage; with antenna equipment a connection could be supplied that would provide a max download speed of 30Mbps and 10 upload.

Cheers,

Jamie Anderson
Customer Support

Netspeed
PO Box 5691
Dunedin 9054

0800 638 773

[Netspeed Broadband Terms and Conditions](#)

From: Jack Lister <jack@chasurveyors.co.nz>

Sent: Tuesday, 13 April 2021 10:54 pm

To: wanaka@netspeed.net.nz

Cc: support@netspeed.net.nz

Subject: 79 Riverbank Road Wanaka

Hi, I have a client at 79 Riverbank Road that I am currently preparing a resource consent application for to subdivide their Wanaka land into two allotments. They are in a very poor copper telephony area and are current customers of your wireless rural broadband. I was wondering if you were able to please provide a brief letter that I can include with my resource consent application that confirms that Netspeed have adequate supply that can be made available in order to meet demands of both proposed allotments?

I have attached a scheme, please feel free to call me if you need any further information.

Regards

--

Jack Lister

Director & Licensed Cadastral Surveyor



C. Hughes and Associates Ltd - Surveying and Resource Management

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