



# **AGENDA**

## **Council Meeting**

**I hereby give notice that a Meeting of the Kapiti Coast District Council  
will be held on:**

**Date: Thursday, 14 May 2020**

**Time: 9.30am**

**Location: Online and livestreamed on YouTube**

**Wayne Maxwell  
Chief Executive**

**Kapiti Coast District Council**

**Notice is hereby given that a meeting of the Kapiti Coast District Council will be held online via Zoom and livestreamed on YouTube, on Thursday 14 May 2020, 9.30am.**

**Council Members**

Mayor K Gurunathan	Chair
Deputy Mayor Janet Holborow	Deputy
Cr Angela Buswell	Member
Cr James Cootes	Member
Cr Jackie Elliott	Member
Cr Gwynn Compton	Member
Cr Jocelyn Prvanov	Member
Cr Martin Halliday	Member
Cr Sophie Handford	Member
Cr Robert McCann	Member
Cr Bernie Randall	Member



## Order Of Business

<b>1</b>	<b>Welcome.....</b>	<b>5</b>
<b>2</b>	<b>Council Blessing.....</b>	<b>5</b>
<b>3</b>	<b>Apologies .....</b>	<b>5</b>
<b>4</b>	<b>Declarations of Interest Relating to Items on the Agenda .....</b>	<b>5</b>
<b>5</b>	<b>Public Speaking Time for Items Relating to the Agenda.....</b>	<b>5</b>
<b>6</b>	<b>Members' Business .....</b>	<b>5</b>
<b>7</b>	<b>Mayor's Report.....</b>	<b>5</b>
	Nil	
<b>8</b>	<b>Reports .....</b>	<b>6</b>
8.1	Decision On Proposed District Plan Variation 3 – County Road Ōtaki Low Density Precinct. ....	6
8.2	Submissions and recommendations for proposed Variations 4 (A-H) to the Kapiti Coast District Council Proposed District Plan – Miscellaneous Changes & Corrections .....	85
8.3	Local Government Funding Agency Amendment to Borrowing Programme .....	234
8.4	Rates Remission for Conservation Purposes .....	331
8.5	Submissions on the Government Policy Statement for Land Transport 2021 and Draft New Zealand Rail Plan .....	340
<b>9</b>	<b>Confirmation of Minutes.....</b>	<b>356</b>
9.1	Confirmation of minutes .....	356
<b>10</b>	<b>Public Speaking Time.....</b>	<b>367</b>
<b>11</b>	<b>Confirmation of Public Excluded Minutes.....</b>	<b>367</b>
	Nil	
<b>12</b>	<b>Public Excluded Reports.....</b>	<b>367</b>
	Nil	



**1 WELCOME****2 COUNCIL BLESSING**

“As we deliberate on the issues before us, we trust that we will reflect positively on the communities we serve. Let us all seek to be effective and just, so that with courage, vision and energy, we provide positive leadership in a spirit of harmony and compassion.”

I a mātou e whiriwhiri ana i ngā take kei mua i ō mātou aroaro, e pono ana mātou ka kaha tonu ki te whakapau mahara huapai mō ngā hapori e mahi nei mātou. Me kaha hoki mātou katoa kia whaihua, kia tōtika tā mātou mahi, ā, mā te māia, te tiro whakamua me te hihiri ka taea te arahi i roto i te kotahitanga me te aroha.

**3 APOLOGIES****4 DECLARATIONS OF INTEREST RELATING TO ITEMS ON THE AGENDA**

Notification from Elected Members of:

4.1 – any interests that may create a conflict with their role as an elected member relating to the items of business for this meeting, and

4.2 – any interests in items in which they have a direct or indirect pecuniary interest as provided for in the Local Authorities (Members' Interests) Act 1968

**5 PUBLIC SPEAKING TIME FOR ITEMS RELATING TO THE AGENDA**

Members of the public wishing to speak to an agenda item must book ahead. Please see <https://www.kapiticoast.govt.nz/your-council/meetings/meeting-process/public-participation-at-meetings/#COVID19speaking> for details.

Speakers must book by emailing [Democracy.Services@kapiticoast.govt.nz](mailto:Democracy.Services@kapiticoast.govt.nz) by 12.00 noon Wednesday 13 May 2020.

**6 MEMBERS' BUSINESS**

- (a) Public Speaking Time Responses
- (b) Leave of Absence
- (c) Matters of an Urgent Nature (advice to be provided to the Chair prior to the commencement of the meeting)

**7 MAYOR'S REPORT**

Nil

## 8 REPORTS

### 8.1 DECISION ON PROPOSED DISTRICT PLAN VARIATION 3 – COUNTY ROAD ŌTAKI LOW DENSITY PRECINCT.

**Author:** Greg Underwood, Intermediate Policy Planner

**Authoriser:** Angela Bell, Acting Group Manager Regulatory Services

#### PURPOSE OF REPORT

- 1 To seek decision from Council on Variation 3 to the Kāpiti Coast Proposed District Plan (PDP), following the Commissioners' recommendations.

#### BACKGROUND

- 2 Variation 3 seeks to rezone land to facilitate appropriate residential development on 46-66 County Road in Ōtaki. County Road is a small road, which will be turned into a cul-de-sac as a result of the construction of the Peka Peka to Ōtaki Expressway. A zoning map and aerial image of the area affected by Variation 3 are included as Appendix 1.
- 3 The decision version of the PDP zones the affected area as Rural Plains. This zone allows for subdivision as a restricted discretionary activity, provided it creates lots with a minimum average area of 6 hectares across the subdivision and a minimum individual lot area of 1 hectare.
- 4 Variation 3 proposes that the affected area be rezoned from Rural Plains to a newly created County Road Ōtaki Low Density Precinct to better enable low density residential development. In total, the proposed rezoning provides for a theoretical maximum of 60 lots. Provisions for the rezoned area provide:
  - 4.1 A minimum average lot size for subdivision of 700m<sup>2</sup>.
  - 4.2 A maximum of 20 lots to be created by subdivision of the land contained within the largest affected lot (66 County Road).
  - 4.3 Protection of ecological site K212.
  - 4.4 A requirement for an integrated traffic assessment for all subdivisions creating more than six lots with vehicle access only onto County Road.
- 5 Variation 3 was publicly notified on 3 July 2019. A summary of the submissions received was notified on 28 August 2019 with the period for further submissions closing on 11 September 2019. The hearing was held on 4 December 2019, and formally closed on 24 December 2019.
- 6 The Commissioners for Variation 3 were Mark St.Clair (Chair), Miria Pomare (both independent commissioners), and Councillor Janet Holborow. The Commissioners recommended that Variation 3 be accepted as notified, and that that all submissions on the Variation be accepted or rejected to the extent set out in the Commissioners report. The notified provisions are attached as Appendix 2.

#### ISSUES AND OPTIONS

##### Issues

- 7 There were five submissions and 2 further submissions received on this matter. Submissions sought a range of outcomes relating to the proposed rezoning with most submissions received in support of the rezoning. In summary, the issues raised were:
  - General rezoning issues
  - Traffic and Access
  - Impact on Existing Rural Activities
  - Impact on Neighbours' Amenity Values

- Stormwater
- Impacts on Heritage Features and Trees

**General rezoning issues**

- 8 Three of the five submitters supported or partly supported the proposed rezoning in general, with the remaining two submitters neither supporting nor opposing the proposal in general. Concerns involved the notification of future subdivision applications and the costs involved in those applications for addressing traffic and flood hazard matters. Council's Senior Policy Planner advised that these concerns should be dismissed. The Commissioners agreed with this view and rejected those submissions which sought amendments to the notified provisions.

**Traffic and Access**

- 9 Three submissions related to traffic concerns and the need for traffic assessments. Council's Rooding Network Planner presented evidence regarding the need for an independent traffic assessment, and other access related matters. The Commissioners rejected submissions seeking the removal of the traffic assessment requirement.

**Existing Rural Activities**

- 10 One submitter sought to ensure that existing rural activities, including the keeping of farm animals, could continue following the proposed rezoning from rural to low density residential. The Commissioners heard evidence explaining that existing use rights could apply to the submitters property, within the bounds of section 10 of the Resource Management Act 1991 (RMA). The Commissioners rejected or rejected in part the concerns relating to existing activities, and no changes were recommended to the provisions as notified.

**Neighbours' Amenity Values**

- 11 One submitter raised concerns in relation to amenity issues, with one further submission opposing this view. Council's Senior Policy Planner advised that issues of privacy between properties are more appropriately addressed at the subdivision consent stage. The Commissioners agreed with this advice and rejected concerns in relation to amenity issues as part of this variation.

**Stormwater**

- 12 Three submissions raised concerns about stormwater. Council's Stormwater / Coastal Engineer presented evidence advising that stormwater is controlled for subdivisions to ensure that any development does not increase pre-development volumes. Maintenance of stormwater is also controlled by conditions of consents. The Commissioners accepted this position and rejected submissions relating to stormwater concerns.

**Heritage Features**

- 13 One submitter raised concern as to the potential upgrade of a driveway endangering the root systems of 3 Heritage Listed Oak trees. Council's Senior Policy Planner advised that the PDP adequately addresses this issue already. The Commissioners accepted this view and recommended that the associated submission be rejected.

**Other Considerations**

- 14 The proposed rezoning does not include any new objectives and policies, and as such, no assessment of their appropriateness was required. The variation does include new standards and planning maps. The Commissioners considered that the proposed provisions were *"explicitly designed to be effective and efficient in implementing the proposed objectives of the Plan and that they also align with the [existing] policies"*.
- 15 Further analysis of the proposed provisions and alternative methods is given in the Section 32 Report accompanying this variation, attached as Appendix 3. The Section 32 Report concluded, after identifying the need, benefits, costs and the appropriateness of the proposal, that the proposed provisions would implement the objective of the variation and the objectives of the PDP most efficiently.

- 16 The Commissioners considered that the variation gives effect to the National Policy Statement for Urban Development Capacity and the Regional Policy Statement, and is not inconsistent with any operative or proposed regional plan.

### FINAL DECISION SOUGHT

- 17 Council has the ultimate decision-making power in respect of Variation 3, and the Commissioners role is limited to that of a 'recommender'. The conclusions and recommendations contained in the recommendation report are those of the Commissioners and are not binding upon the Council.

### Option 1: Adopt Commissioners' Recommendations (Recommended)

- 18 It is recommended that Council adopt the recommendation of the Commissioners that the Variation be accepted as notified (set out in **Appendix [2]**), and that all submissions on the Variation be accepted or rejected to the extent set out in the Commissioners report **[Appendix 4]**. The Commissioners' report will then become the Council decision and Council must give notice of its decision under Clause 10 of the First Schedule of the RMA.
- 19 Following notification of a decision by Council, those persons who submitted on the variation may lodge an appeal to the Environment Court.

### Option 2: Council Re-Hears Variation 3

- 20 Should Council reject one or more of the proposed changes and recommendations made by the Commissioners, the hearing process would need to be re-commenced and determined by the whole of Council.

## CONSIDERATIONS

### Policy considerations

- 21 The Commissioners' report summarises their recommendations following the hearing, which confirmed that the variation will suitably implement relevant objectives and policies of the PDP for the affected area. The variation has been assessed on its merits and will have no further policy implications beyond the geographic area of the proposed zone.

### Legal considerations

- 22 The Commissioners' recommendation has been undertaken in accordance with the legal processes and statutory tests of the RMA.

### Financial considerations

- 23 There are no financial implications if Council adopts the Commissioners recommendations. Costs associated with an increasing demand on Council services from residential intensification in the affected area will be managed at the time of subdivision.

### Tāngata whenua considerations

- 24 Consultation with Ngāti Raukawa was undertaken between July 2018 and February 2019. Ngāti Raukawa advised that the rezoning and associated provisions are not opposed.
- 25 The Ngāti Raukawa Ōtaki River and Catchment Iwi Management Plan (2000) was considered to be of some relevance to the site. The assessment provided in the section 32 evaluation report demonstrates that the proposed variation is generally aligned with the principles in this plan.

### Strategic considerations

- 26 The Kāpiti Coast District's Long Term Plan 2018-38 sets out a goal to have "A resilient community that has support basic needs and feels safe and connected". Variation 3 of the

Kāpiti Coast PDP provides a direct contribution to this long term goal by enabling appropriate residential development and growth within Ōtaki.

## SIGNIFICANCE AND ENGAGEMENT

### Significance policy

- 27 Consultation, submissions or other engagement processes required under the RMA have their own special rules and are excluded from the Significance and Engagement policy.
- 28 Officers will notify Council's decision in accordance with Clauses 10 and 11 of Schedule 1 of the RMA (officers have delegations to do this). Appeals are provided for through Clause 14 of Schedule 1 of the RMA.






### Consultation already undertaken

- 29 Throughout the development of the proposed provisions, Council undertook an extensive process of consultation and engagement. This process involved a series of interactions with Ngāti Raukawa specifically, as outlined in the attached section 32 evaluation (Appendix 3).
- 30 The Proposed Variation was publically notified on 3 July 2019, with the period for submissions closing on 2 August 2019.

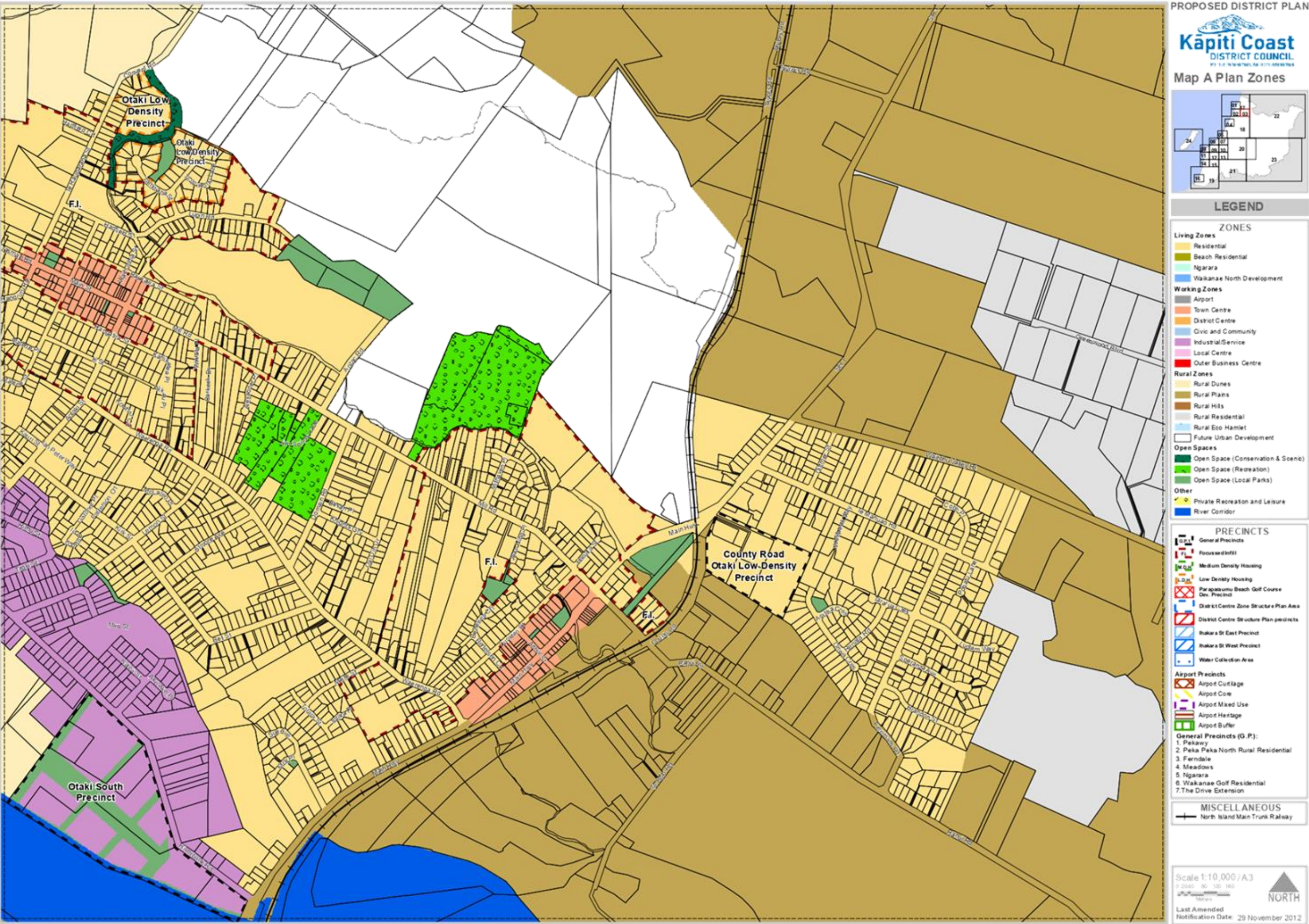
## RECOMMENDATIONS

- (a) The Variation be accepted as notified (set out in **Appendix [2]**) and that all submissions on the Variation be accepted or rejected to the extent set out in the Commissioners' report **[Appendix 4]**; and
- (b) Council give notice of its decision on submissions to Variation 3 under Clause 10 of the First Schedule of the Resource Management Act 1991.

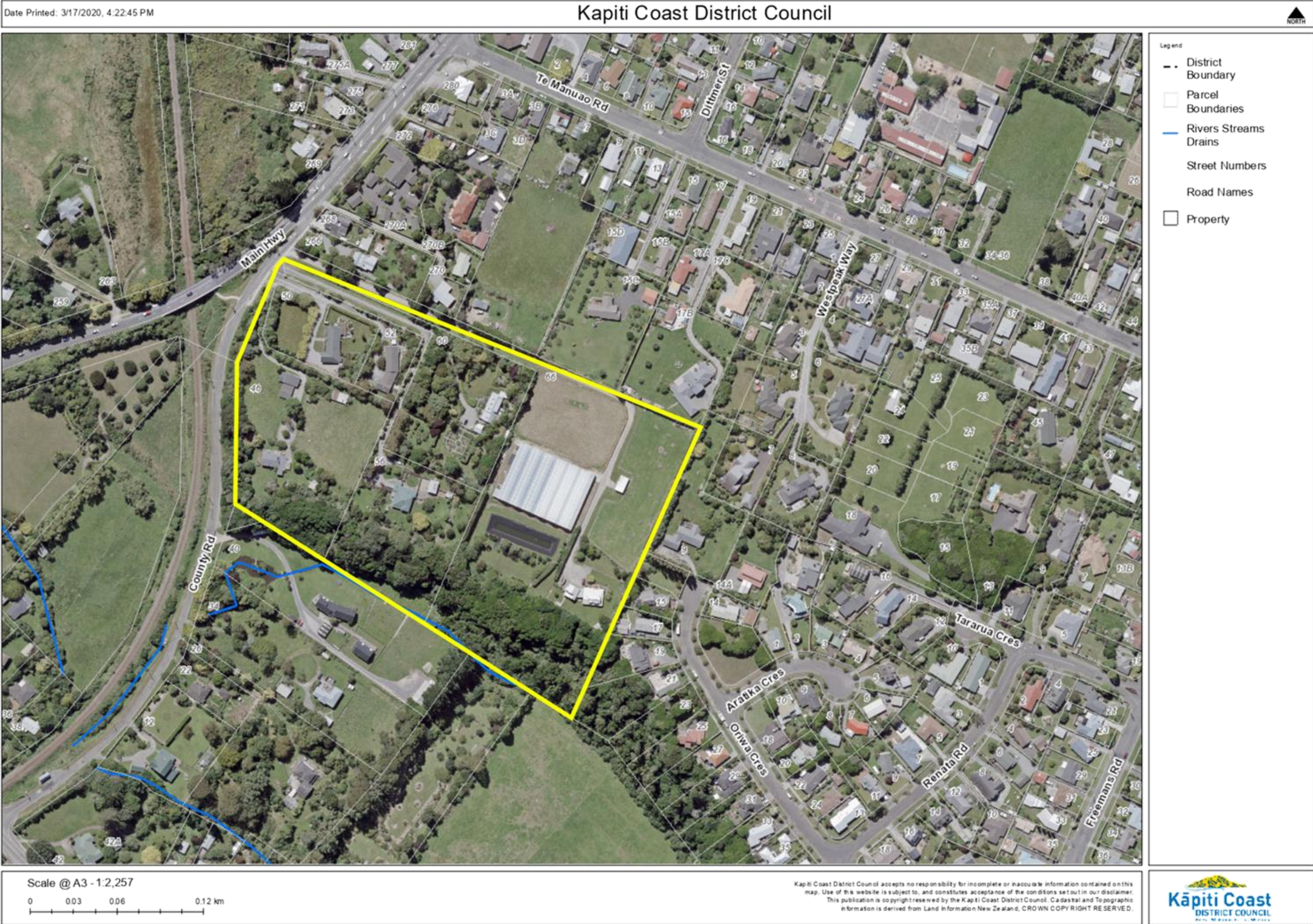
## APPENDICES

1. Variation 3 - County Road Ōtaki Low Density Precinct Maps [↓](#) 
2. Variation 3 - County Road Ōtaki Low Density Precinct Proposed Provisions [↓](#) 
3. Variation 3 - County Road Ōtaki Low Density Precinct Section 32 Evaluation [↓](#) 
4. Variation 3 - County Road Ōtaki Low Density Precinct Commissioners' Recommendation [↓](#) 
5. Variation 3 - County Road Ōtaki Low Density Precinct Commissioners' Recommendations on Submissions [↓](#) 











**Proposed Variation 3 - County Road Ōtaki Low Density Precinct Provisions**

(underlining indicates additions, ~~strikethrough~~ indicates deletions)

**Volume 1**

1. Amend section 5.1 Living Zone Provisions as set out below

***Residential Zone***

The Residential Zone...

Within the Residential Zone there are several distinct precincts, which are defined on the District Plan Maps. These precincts have location-specific issues which need to be managed. The precincts are:

...

***Low Density Housing Precincts***

...

**i) Manu Grove Low Density Housing Precinct**

This low-density precinct provides a transition to the rural area north of Waikanae township, and includes large existing lots characterised by mature vegetation, *ecological sites*, and relatively low built intensity.

**j) County Road Ōtaki Low Density Precinct**

This low density precinct provides a transition between the Ōtaki township and the southwestern edge of the Ōtaki Plateau. The density of development within this area is limited, consistent with the surrounding residential area's character that includes large lots and mature vegetation.

2. Amend standard 2 of Rule 5A.3.3 as set out below:

3. Any *subdivision* of land (excluding land within a Focused Infill Precinct) which is not a *controlled activity* under Rule 5A.2.1 or 5A.2.3.

...

2. Each *lot* must meet the following minimum requirements:

- a) the minimum lot area shall be 950m<sup>2</sup> for any *lot* in:
  - i. the Beach Residential Zone or Residential Zone at Paekākāriki;
  - ii. the Residential Zone at Peka Peka; and
  - iii. the Residential Zone at Te Horo Beach;
- b) for any *lot* in the Waikanae Garden Precinct the minimum *lot* area shall be 700m<sup>2</sup> (inclusive of access);
- c) for any *lot* in the Manu Grove low density precinct the minimum *lot* area shall be 1,200m<sup>2</sup> (inclusive of access) and the minimum average *lot* area for the *subdivision* shall be 6,000m<sup>2</sup>;
- d) ...

**h) for land in the County Road Ōtaki Low Density Precinct:**

- i. the minimum average lot area for the subdivision shall be 700m<sup>2</sup>;
- ii. the number of residential lots created by subdivision of the land contained in Lot 37 DP1429 shall not exceed 20 (including any balance of Lot 37 DP1429;

- iii. the protection of ecological site (K212) shall be secured via an encumbrance on the new lots within which K212 is located; and
  - iv. an integrated traffic assessment must be undertaken for all subdivisions creating more than six lots with vehicle access only onto County Road.
- j) ~~h)~~ for all other land in the Residential Zone or Beach Residential Zone where the land to be subdivided is less than 3,000m<sup>2</sup> in size:
- i. the minimum lot area shall be 450m<sup>2</sup> (exclusive of access); and
  - ii. the minimum average lot area for the entire subdivision shall be 600m<sup>2</sup> (exclusive of access);
- j) ~~i)~~ for all other land in the Residential Zone or Beach Residential Zone where the land to be subdivided is greater than 3,000m<sup>2</sup> in size:
- i. at least 50% of all front lots in the subdivision shall have a minimum lot area of 550m<sup>2</sup> and at least 25% of all front lots in the subdivision shall have a minimum lot area of 700m<sup>2</sup>; and
  - ii. at least 50% of all rear lots in the subdivision shall have a minimum lot area of 650m<sup>2</sup> (exclusive of access) and at least 25% of all rear lots in the subdivision shall have a minimum lot area of 800m<sup>2</sup> (exclusive of access);
- k) ~~i)~~ in addition to the minimum *lot* area requirements in standards (~~h~~<sub>i</sub>) and (~~l~~<sub>j</sub>) above, the following overall average *lot* sizes (exclusive of access) shall be achieved:
- i. 600m<sup>2</sup> or greater in the Beach Residential Zone and Residential Zone at Ōtaki Beach; and
  - ii. 700m<sup>2</sup> or greater in the Beach Residential Zone at Raumati.

**Volume 2**

Amend Map 03A to show 46-66 County Road as Residential Zone with a new "County Road Ōtaki Low Density Precinct" on the Zones Map as shown in Figures 1 and 2 below.



Figure 1: Extent of the County Road Ōtaki Low Density Precinct

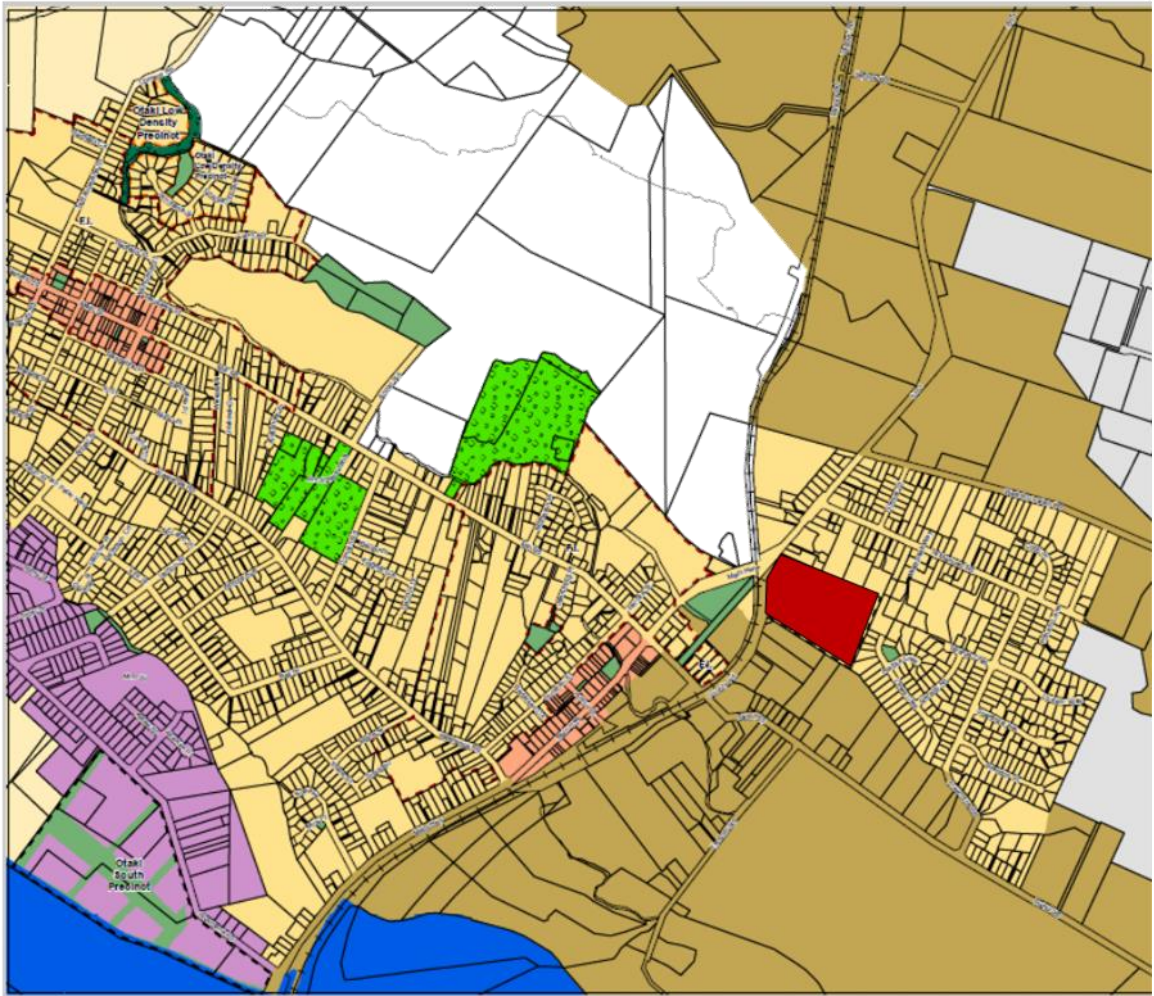


Figure 2: Proposed District Plan Map Zones Map 3 (showing rezoned area)

## Section 32 evaluation for Variation 3 – County Road

### Contents

Introduction .....	2
Purpose, Scope and Summary of Proposed Plan Variation .....	2
Statutory framework.....	2
Regulatory and policy direction.....	4
Research & Consultation.....	7
Resource Management Issues and Opportunities.....	10
Scale and Significance Evaluation .....	11
Review of Proposed District Plan Objectives and Policies .....	12
Options Assessment.....	17
Evaluation of proposed rules .....	21
Conclusion.....	23
Appendix 1: Map of proposed Ōtaki Low Density Zone area .....	24
Appendix 2: Relevant Regional Policy Statement and Regional Plan Provisions.....	26
Appendix 3: Iwi Management Plan Provisions.....	31
Appendix 4: Proposed Ōtaki Low Density Precinct Provisions .....	33
Appendix 5: Traffic assessment .....	35



## Introduction

1. This Part 1 of the s32 evaluation report provides an overarching introduction to the purpose of a s32 evaluation, the legislative requirements and an overview of the process that the Council has undertaken to this variation, including consultation and engagement. Part 2 of the evaluation report contains evaluations for each sub topic following a consistent methodology.
2. For the purposes of preparing this variation the Council has chosen to use the standard Schedule 1 process as opposed to the optional streamlined or collaborative alternatives now available under sections 80A – 80C of the Resource Management Act 1991 (the RMA / the Act). The reasons for selecting this approach include:
  - The variation does not specifically implement a national direction;
  - There is no urgency to progressing the variation;
  - It is not required to meet a significant community need;
  - The variation is specific to a localised area but may have wide ranging interest; and
  - The issue does not warrant the use of the collaborative process.

## Purpose, Scope and Summary of Proposed Plan Variation

3. The purpose of this proposed plan variation is to facilitate appropriate residential development on 46-66 County Road in Ōtaki. County Road is a small road, which will be turned into a cul-de-sac as a result of the construction of the Peka Peka to Ōtaki Expressway. Maps of the area and the affected properties are included as Appendix 1.
4. This variation has resulted from an appeal to the Proposed District Plan in relation to the use of 66 County Road for residential activities. The scope of the variation is proposing the rezoning several adjoining properties (46-66 County Road), as adjoining property owners indicated they would also like their land to be considered for rezoning alongside 66 County Road during the consultation process.
5. The decision version of the Proposed District Plan zones the land at County Road as Rural Plains. This zone allows for subdivision as a restricted discretionary activity, provided it creates lots with a minimum average area of 6 hectares across the subdivision and a minimum individual lot area of 1 hectare.
6. This plan change proposes that a small number of properties at County Road be rezoned from Rural Plains to a newly created “Ōtaki Low Density Precinct”. It proposes that this precinct has the following controls:
  - a. the minimum average lot area for the subdivision shall be 700m<sup>2</sup>;
  - b. the number of residential lots created by subdivision of the land contained in Lot 37 DP1429 shall not exceed 20 (including any balance of Lot 37 DP1429;
  - c. the protection of ecological site (K212) shall be secured via an encumbrance on the new lots within which K212 is located; and
  - d. an integrated traffic assessment must be undertaken for all subdivisions creating more than six lots with vehicle access only onto County Road.

## Statutory framework

7. The RMA sets out the statutory functions and duties for Councils and provides the framework for preparing and implementing changes to the District Plan. The process for preparing a plan change is set out in Schedule 1. Part 2 of the Act sets out the purpose and principles of the Act, which underpin the exercise of Council’s functions, duties, and powers.

8. The purpose under section 5 of the RMA is to “...promote the sustainable management of natural and physical resources”. In this context, sustainable management means:
 

*Managing the use, development and protection of natural and physical resources in a way, or at a rate, which enables people and communities to provide for their social, economic, and cultural well-being and for their health and safety while [emphasis added] –*

  - (a) *Sustaining the potential of natural and physical resources (excluding minerals) to meet the reasonably foreseeable needs of future generations; and*
  - (b) *Safeguarding the life-supporting capacity of air, water, soil and ecosystems; and*
  - (c) *Avoiding, remedying, or mitigating any adverse effects of activities on the environment.*
9. Under ss73 and 74 the Council is required to have a district plan that is in accordance with its functions under s31 and Part 2 of the Act, including:
  - to achieve integrated management of the effects of the use, development or protection of land and associated natural and physical resources;
  - to ensure that there is sufficient development capacity in respect of housing and business land to meet the expected demands of the city;
  - the control of the effects of the use, development, or protection of land; including in respect of natural hazards, contaminated land and maintaining indigenous biodiversity;
  - the control of noise; and
  - the control of effects of activities in relation to the surface of water in rivers and lakes.
10. Under ss73(4) and (5), the Council must amend a district plan to give effect to a regional policy statement within specified timeframes if:
  - (a) *the statement contains a provision to which the plan does not give effect; and*
  - (b) *one of the following occurs:*
    - (i) *the statement is reviewed under section 79 and not changed or replaced; or*
    - (ii) *the statement is reviewed under section 79 and is changed or replaced and the change or replacement becomes operative; or*
    - (iii) *the statement is changed or varied and becomes operative.*
11. Under s74(b)(i), when preparing or changing a plan, a territorial authority is required to have regard to “any management plans and strategies prepared under other Acts.”
12. Under s74(2A) the Council:
 

*must take into account any relevant planning document recognised by an iwi authority and lodged with the territorial authority, to the extent that its content has a bearing on the resource management issues of a region.*
13. Section 75(3) of the RMA requires that district plans must give effect to –
  - (a) *any national policy statement; and*
  - (b) *any New Zealand coastal policy statement; and*
  - (c) *any regional policy statement.*
14. Under s75(4), district plans must not be inconsistent with –
  - (b) *a regional plan for any matter specified in section 30(1).*
15. Under s79, the Council must commence a review of a provision of a district plan, if the provision has not been subject to a review or change during the previous 10 years.



16. It is noted that a district plan is only one means for a council to undertake its functions under s31 of the RMA and to achieve the purpose of the RMA.
17. Section 32 prescribes requirements in undertaking an evaluation, which includes examining the extent to which the objectives are the most appropriate to achieve the purpose of the Act, and whether the provisions are the most appropriate to achieve the objective.
18. In examining the provisions, it is necessary to identify other options, and to assess the efficiency of the provisions to achieve the objective. S32 details how the efficiency and effectiveness is to be assessed. The evaluation, as prescribed in clause s32(1)(c), is to be to a level of detail corresponding to the scale and significance of the environmental, economic, social and cultural effects anticipated.

## Regulatory and policy direction

### Part 2 of the RMA

19. In carrying out a s32 analysis, an evaluation is required of how the proposal achieves the purpose and principles contained in Part 2 of the RMA. In achieving this purpose, authorities need also to recognise and provide for the matters of national importance identified in s6, have particular regard to other matters referred to in s7 and take into account the principles of the Treaty of Waitangi referred to in s8.
20. Section 5 sets out the purpose of the RMA, which is to promote the sustainable management of natural and physical resources.
21. The following section 6 and 7 matters are relevant to the proposed plan variation. There are no s8 principles relevant to this topic.

Section	Relevant Matter
6(c)	the protection of areas of significant indigenous vegetation and significant habitats of indigenous fauna
6(h)	the management of significant risks from natural hazards
7(b)	the efficient use and development of natural and physical resources
7(c)	the maintenance and enhancement of amenity values
7(f)	maintenance and enhancement of the quality of the environment

22. Sections 6(c) is relevant, as the Proposed District Plan an ecological site that cover part of the properties at County Road. Council is satisfied that the proposal to rezone 46 to 66 County Road to enable residential development is consistent with Part 2 of the RMA. The provisions have been developed in response to the matters in s.6(c), 7(b), 7(c), and 7(f).
23. While the site is identified as being subject to a ponding hazard in the Proposed District Plan, this hazard is not deemed to be a 'significant risk' and therefore section 6(h) is not relevant.

### National Instruments

#### National Policy Statement on Urban Development Capacity 2016

24. The National Policy Statement (NPS) on Urban Development Capacity 2016 (NPS-UDC) is the only NPS that is directly relevant to this proposed plan variation.
25. The NPS-UDC sets out the objectives and policies for providing development capacity under the RMA. It seeks to ensure that urban environments:

- enable people and communities and future generations to provide for their social, economic, cultural and environmental wellbeing (OA1)
  - have sufficient opportunities for the development of housing and which provide choices that will meet the needs of people and communities and future generations(OA2)
  - develop and change in response to the changing needs of people and communities and future generations. (OA3)
26. The NPS-UDC also sets expectations for the way Councils consider and make decisions about urban development and land use in urban areas (OC1 and OC2).
27. Council is satisfied that the proposal to rezone 46 to 66 County Road to enable residential development is consistent with the intent of the NPS-UDC. The rezoning will provide land with feasible access to infrastructure to enable residential development.
28. The full text of the relevant NPS-UDC objectives noted above (and relevant Policies PA1-4) can be found at:
- <https://www.mfe.govt.nz/publications/towns-and-cities/national-policy-statement-urban-development-capacity-2016>

#### *National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health 2011*

29. The National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health (NES-CS) is a nationally consistent set of planning controls and soil contaminant values. It ensures that land affected by contaminants in soil is appropriately identified and assessed before it is developed - and if necessary the land is remediated or the contaminants contained to make the land safe for human use
30. The NES-CS may be relevant to the future development of the land for housing. Some of the land has been used for intensive horticulture, which is an activity on the Hazardous Activities and Industries List (HAIL).
31. The proposal to rezone 46 to 66 County Road to enable residential development does not require any assessment under the NES-CS, however the subsequent subdivision of parts of 66 County Road that have been used for intensive horticulture (an area of approximately 5000m<sup>2</sup>) will require an assessment under the NES. The majority of the land proposed to be rezoned will not require this assessment as there is no evidence of the use of the site for intensive horticulture.
32. The full text of the NES-CS can be found at
- <http://www.legislation.govt.nz/regulation/public/2011/0361/latest/whole.html>.

#### *Regional Policy and Plans*

33. Sections 75(3)(a) and Section 75(3)(c) of the Act require district plans to give effect to any National Policy Statement (NPS) or Regional Policy Statement. Section 75(4)(b) requires that a district plan not be inconsistent with a Regional Plan.
34. The instruments relevant to this variation are:
- The Wellington Regional Policy Statement (WRPS)
  - The Operative Regional Soil Plan
  - The Proposed Natural Resources Plan.

35. The provisions specifically relevant to this variation are listed in Appendix 2. These provisions are relevant as they relate to the natural features, existing activities and natural hazards on the site, and address the potential effects of developing this site for residential purposes.
36. The proposal to rezone 46 to 66 County Road to enable residential development is aligned with the intent of the WPRS and Regional Plans as they seek to provide for development within a compact urban form (particularly Objective 22 and Policy 55 of the WRPS), manage risks from natural hazards (particularly Objective 19 and Policy 51 of the WRPS, Objective 20 and Policy 29 of the PNRP) and maintain and enhance indigenous biodiversity (particularly Objective 15 and policy 47 of the WRPS).

### *Iwi Management Plan(s)*

37. The proposed Ngati Raukawa Ōtaki River and Catchment Iwi Management Plan (2000) is considered to have some relevance to this site. The vision statement for this management plan is that *"the mauri of the Ōtaki River and catchment is protected, sustained, nurtured and enhanced so that we in turn may be protected, sustained, nurtured and enhanced by it."*
38. Objective 4.1.5.2 seeks "to ensure the ongoing protection of the indigenous biodiversity and ecosystems of the Ōtaki River. To provide for the ongoing enhancement of the mauri of Tararua Ranges and other protected natural areas"
39. The related Policy 4.1.5.2 states that Nga Hapu o Ōtaki "will advocate for and endorse the continuing management of the Tararua State Forest Park and other protected natural areas in a manner that ensures that the biodiversity and indigenous ecological systems of these is maintained and enhanced."
40. Details of additional policy documents and statements that are also relevant to this proposed variation are included as appendix 3.
41. The proposal to rezone 46-66 County Road has considered these iwi policy statements and documents and is generally aligned with the principles in the iwi statements. Many of the principles are already included in the Proposed District Plan for consideration at the time land is subdivided. This proposal includes specific provisions which require legal protection of the area of significant biodiversity on the site and the proposal has undergone consultation with the community and tangata whenua during its development.

### *Council plans or strategies*

42. The following provisions of Council plans or strategies are relevant to this topic:

<i>Development Management Strategy (2006)</i>	
Policy 2.1(a)	The basic development form of the District will be fundamentally shaped by the key landform elements of the District's dunes, inter-dune wetlands, rivers and streams, escarpment and coastal hills and remnant native forest and ecological sites...retain and protect remnant stands of native forest.
Policy 2.2 (a)	The location and intensity of any new settlement will continue to be significantly shaped by the location and level of risk associated with: <ul style="list-style-type: none"> <li>• Flood return periods and groundwater ponding; ...</li> </ul>
Policy 2.4 (c)	Future development in Ōtaki will be managed in a way that: <ul style="list-style-type: none"> <li>• Consolidates such development primarily within existing residential, commercial and industrial zoned land;</li> <li>• Makes effective use of existing infrastructure capacity and does not demand unnecessary geographic extension of that infrastructure</li> </ul>

	<ul style="list-style-type: none"> <li>• Supports community aspirations around improvement to existing centres and for local employment;</li> <li>• Avoids unnecessary loss of productive soils around the township;</li> <li>• Is staged to fit with local stormwater capacity upgrades.</li> </ul>
Policy 2.8A	Development Thresholds and the timing of development will be guided by: <ul style="list-style-type: none"> <li>• Current infrastructure capacities for water, wastewater, roading, stormwater and community facilities;</li> <li>• The timing and extent of any community programme of investment in infrastructure capacity, extent and quality as set out in the Long Term Council Community Plan;</li> <li>• Consideration of national and regional infrastructure needs.</li> </ul>

*Greater Ōtaki Vision (2005)*

5.1	that there is an increased focus on the existing urban areas as places for the location of futures Kapiti Coast District population and employment growth, provided that this happens in a way that: <ul style="list-style-type: none"> <li>- Takes a sustainable development approach;</li> <li>- Respects the character of the town;</li> <li>- Consolidates residential development within existing zoned residential areas;</li> <li>- Makes efficient use of town services;</li> <li>- Clearly creates work opportunities for the community.</li> </ul>
-----	--

43. The proposal to rezone 46-66 County Road has considered the above strategy and vision statements. These documents precede the development of the Proposed District Plan and the NPS-UDC, however the proposal is considered to be broadly consistent with the intent of the strategy.
44. The proposal is considered to be consistent with the third bullet point in 5.1 of the Greater Ōtaki Vision (Consolidates residential development within existing zoned residential areas), as the rezoning site is surrounded on two sides by existing residential zoned land and this rezoning is considered to consolidate the residential zone on the Ōtaki Plateau.

*Any other relevant legislation or regulations*

45. There is no other legislation or regulation relevant to this proposed rezoning proposal.

**Research & Consultation**

46. The Council has commissioned technical advice and assistance from various internal experts and utilised this, and sought community feedback to assist with the development of this proposed variation. This research has informed the identification and assessment of the environmental, economic, social and cultural effects that are anticipated from the implementation of the provisions.

*Consultation*

47. Throughout the development of the proposed provisions, Council undertook an extensive process of consultation and engagement. Key Phases of the consultation and engagement process included:
- Feedback on initial draft rezoning proposal documents (July 2018)

- Feedback on wider rezoning proposal (November – February 2018).

48. This process involved a series of interactions with Ngati Raukawa specifically, as well as the community more generally. Details of this process are outlined in the table below.

Who	When	What
<b>Iwi</b>		
Ngati Raukawa	July 2018 and February 2019	<p>Ngati Raukawa were contacted regarding the potential rezoning of 66 County Road in July 2018 and about the potential for a wider rezoning of 46-66 County Road in February 2019.</p> <p>Ngati Raukawa were provided with a copy of the draft provisions and attended a site visit with Council staff to the area proposed to be rezoned.</p> <p>Ngati Raukawa advised that the rezoning and associated provisions are not opposed. The response did not request or recommend any specific amendments to the draft Variation.</p>
<b>Neighbouring Councils</b>		
Horowhenua District Council	February 2019	<ul style="list-style-type: none"> <li>• No response received.</li> </ul>
Greater Wellington Regional Council	February 2019	<ul style="list-style-type: none"> <li>• Support for rezoning.</li> <li>• Support for provisions for the protection of ecological site.</li> <li>• Note flood hazards and stormwater issues to be dealt with at subdivision stage using existing plan provisions.</li> </ul>
<b>Directly affected parties</b>		
Owners of properties proposed to be rezoned	July 2018; November - December 2018	<ul style="list-style-type: none"> <li>• Discussed potential to rezone 66 County Road to residential.</li> <li>• Discuss costs and benefits of rezoning of 46-66 County Road to residential.</li> <li>• Discuss potential provisions to apply to any rezoned land.</li> </ul>
Landowners and surrounding community	February 2019	<p>Raised concerns about:</p> <ul style="list-style-type: none"> <li>• traffic in County Road.</li> <li>• noise from increased traffic in the road.</li> <li>• stormwater management after development.</li> <li>• road width for County Road.</li> <li>• fencing costs.</li> <li>• impact on heritage trees on adjacent site.</li> </ul>
<b>Requiring Authorities</b>		



Who	When	What
NZTA	February 2019	<ul style="list-style-type: none"> <li>Clarified the access is on the closed off County Road.</li> <li>Questioned whether reverse sensitivity provisions apply.</li> <li>Questioned whether a traffic assessment been carried out and what are the implications on the on the transport system.</li> </ul>
<b>Government Departments and National Agencies</b>		
DoC & MfE	February 2019	<ul style="list-style-type: none"> <li>No response received.</li> </ul>

### Research

49. Technical advice sought to inform the development of the proposed variation includes the following reports.

Title	Author	Brief synopsis
Advice from Infrastructure team on water infrastructure capacity	Ben Thomson	Ōtaki Plateau has existing fire-fighting water constraints and any additional development will need to address fire-fighting capacity for the development.
Advice on flood and stormwater	Rita O'Brien	The land is subject to shallow surface flow and development will need to attenuate on site so there will be no wider network issues. This will likely decrease the potential yield of the site.
Advice on wastewater infrastructure capacity	Dale Wills	Adequate capacity available.
Advice on roading capacity and safety	Suzanne Rushmere	<p>A traffic assessment of the capacity and safety issues of the rezoning proposal was carried out in April 2019 based on a maximum possible yield for the site with all traffic access via County Road only. A provision is recommended to include a traffic assessment for any subdivision of more than six lots which accesses only via County Road.</p> <p>The assessment is attached as Appendix 3 and concludes that</p> <p><i>"there are some issues that will need to be addressed some of which may require investment from future developers but it is not considered that these are insurmountable and these issues can be addressed at the time of subdivision of the land."</i></p>

### Resource Management Issues and Opportunities

50. The following issues have been identified with the current Proposed District Plan provisions as they relate to the properties at County Road.

Issue	Comment	Response
Issue 1: The need for additional residential housing in Ōtaki	<ul style="list-style-type: none"> <li>It is necessary to provide adequate housing capacity and a choice of housing options across the District under the NPS-UDC.</li> <li>There is an opportunity to provide up to 50 households on the relevant land in County road, which is adjacent to and contiguous with an existing residential area.</li> <li>Providing opportunities for a competitive housing market in this area to encourage housing affordability.</li> <li>It is feasible to connect to water and wastewater services.</li> </ul>	<ul style="list-style-type: none"> <li>Introduction of a new residential precinct allows additional capacity.</li> <li>Multiple landowners able to develop independently or as a group providing for competition.</li> </ul>
Issue 2: Risk to ecological values of K212	<ul style="list-style-type: none"> <li>Ecological site K212 is located partially on the potential rezoning site</li> <li>Biodiversity in decline nationally and regionally</li> </ul>	<ul style="list-style-type: none"> <li>Inclusion of targeted provisions to protect the ecological site as part of the subdivision of land in addition to existing provisions to maintain the vegetation.</li> </ul>
Issue 3: Potential for adverse effects on the amenity values on and surrounding the site	<ul style="list-style-type: none"> <li>high level of amenity in surrounding residential areas</li> <li>potential for reverse sensitivity with road and rail infrastructure</li> </ul>	<ul style="list-style-type: none"> <li>existing noise insulation provisions retained on these sites</li> <li>Residential setbacks and other standards retained with a large minimum lot size</li> </ul>
Issue 4: Risks from stormwater runoff and flood hazards on the site	<ul style="list-style-type: none"> <li>Shallow surface flow flood hazard on the site</li> <li>Higher risk flood hazard areas downstream of the site</li> <li>Embankment to the south of the site could erode due to increased stormwater</li> </ul>	<ul style="list-style-type: none"> <li>Existing provisions relating to flood hazard are considered appropriate as new housing will be designed to be flood free</li> <li>Existing stormwater management provisions retained for this site including hydraulic neutrality to be achieved when properties are developed to minimise risks to downstream properties and bank erosion.</li> </ul>

Issue 5: Traffic increases in County Road	<ul style="list-style-type: none"> <li>• Concern that additional housing will result in safety or congestion issues in County Road</li> <li>• Concern that traffic generated will result in adverse effects from traffic noise</li> </ul>	<ul style="list-style-type: none"> <li>• Existing provisions are considered adequate as the new cul-de-sac design will prevent through traffic</li> <li>• Additional approximately 50 houses will not result in excessive traffic for the road design however localised carriageway widening may be required</li> <li>• Existing provisions relating to traffic noise are considered appropriate as they apply to all areas of the District.</li> </ul>
---	---	---

### Scale and Significance Evaluation

51. The level of detail undertaken for this evaluation has been determined by an assessment of the scale and significance of the environmental, economic, social and cultural effects anticipated through introducing and implementing the proposed provisions (i.e. objectives, policies and rules).
52. The scale and significance of the proposed provisions are considered to be low and a high level s32 evaluation has been identified as appropriate for the following reasons:
  - The land at 46-66 County road includes an ecological site (an area of significant indigenous vegetation), therefore the development of the site for residential purposes will require consideration of a Section 6(c) of the RMA (requiring “*the protection of areas of significant indigenous vegetation and significant habitats of indigenous fauna*”). The presence of significant indigenous vegetation on the site gives this issue a high level of significance as it involves consideration of a matter of national importance. The provisions have been developed in response to the matters in s.6(c).
  - While the site is identified as being subject to a natural hazard, this hazard is not deemed to be a ‘significant risk’. Therefore, this risk is not a section 6(h) matter.
  - The provisions have been developed in response to the matters in:
    - s.7(b) the efficient use and development of natural and physical resources;
    - 7(c) the maintenance and enhancement of amenity values; and
    - 7(f) maintenance and enhancement of the quality of the environment.
  - No s8 matters are considered to be affected by the proposed rezoning.
  - The rezoning for residential housing gives effect to the NPS-UDC by increasing the available land for housing and encourages a competitive housing market.
  - The issue of housing supply is not specifically addressed in the RPS, however the provisions respond to RPS Objectives 16 and 22 and associated policies 47 and 55.
  - There is no other national or regional direction relevant to this proposal.
  - The provisions will predominantly affect a limited number of landowners in the County Road and Ōtaki Plateau area.
  - Similar provisions are commonplace in a number of other plans, and align with current best practice.



- Engagement to date has reflected a high degree of support for the proposed provisions, although some concerns have been raised about specific issues.
  - The proposal is unlikely to impose compliance costs on affected landowners/developers.
  - There are low consequences in terms of environmental, social or economic effects if the proposed provisions are ineffective in addressing adverse effects. If ineffective the provisions could result in off-site amenity effects being experienced by nearby residential landowners or adverse effects on indigenous biodiversity on the site.
53. Section 32(2)(b) of the RMA requires that, where practicable, the benefits and costs of a proposal are to be quantified.
54. Given the assessment above that the scale and significance of the proposed provisions are low, specific quantification of the benefits and costs in this report is not considered necessary, beneficial or practicable. Instead, the options analysis identifies more generally where any additional costs or cost may lie within the assessment of the provisions.

### Review of Proposed District Plan Objectives and Policies

55. The objective of this variation, to facilitate appropriate residential development on 46-66 County Road, is supported by the existing objectives and policies within the Proposed District Plan. The following table outlines how the relevant objectives and policies align with the purpose of the proposed variation.

Relevant Objective/Policy		Comment
Objective 2.2 – Ecology and Biodiversity	<p>To improve indigenous biological diversity and ecological resilience through:</p> <ul style="list-style-type: none"> <li>a) protecting areas of <i>significant indigenous vegetation</i> and <i>significant habitats of indigenous fauna</i>;</li> <li>b) encouraging restoration of the ecological integrity of indigenous ecosystems;</li> <li>c) enhancing the health of terrestrial and aquatic ecosystems; and</li> <li>d) enhancing the <i>mauri</i> of <i>waterbodies</i>.</li> </ul>	<p>The site includes an area of significant indigenous vegetation.</p> <p>Appropriate development of the site will align with Objective 2.2 by protecting this vegetation as part of the subdivision of the land for residential purposes</p>
Objective 2.3 – Development Management	<p>To maintain a consolidated urban form within <i>existing urban areas</i> and a limited number of <i>identified growth areas</i> which can be efficiently serviced and integrated with existing townships, delivering:</p> <ul style="list-style-type: none"> <li>a) urban areas which maximise the efficient end use of energy and integration with <i>infrastructure</i>;</li> </ul>	<p>The development of this site for residential activities will consolidate the Otaki Plateau as a residential area and make efficient use of the existing infrastructure which passes through the site.</p> <p>The development is proposed to be managed to provide maintain the amenity values of the area.</p>

	<ul style="list-style-type: none"><li>b) a variety of living and working areas in a manner which reinforces the function and vitality of <i>centres</i>;</li><li>c) resilient communities where <i>development</i> does not result in an increase in <i>risk</i> to life or severity of damage to property from <i>natural hazard</i> events;</li><li>d) higher residential densities in locations that are close to <i>centres</i> and public <i>open spaces</i>, with good access to public transport;</li><li>e) management of <i>development</i> in areas of special character or amenity so as to maintain, and where practicable, enhance those special values;</li><li>f) sustainable natural processes including freshwater systems, areas characterised by the <i>productive potential</i> of the land, ecological integrity, identified landscapes and features, and other places of significant natural amenity;</li><li>g) an adequate supply of housing and areas for business/employment to meet the needs of the District's anticipated population which is provided at a rate and in a manner that can be sustained within the finite carrying capacity of the District; and</li><li>h) management of the location and <i>effects</i> of potentially incompatible land uses including any interface between such uses.</li></ul>	
--	--	--

Objective 2.5 – Natural Hazards	To ensure the safety and resilience of people and communities by avoiding exposure to increased levels of <i>risk from natural hazards</i> , while recognising the importance of natural processes and systems.	Appropriate development of this site will take into account the shallow surface flow hazard on the site.
Objective 2.11 – Character and amenity values	<p>To maintain and enhance the unique character and amenity values of the District's distinct communities so that residents and visitors enjoy:</p> <ul style="list-style-type: none"> <li>a) relaxed, unique and distinct village identities and predominantly low-density residential areas characterised by the presence of mature vegetation, a variety of built forms, the retention of landforms and unique community identities;</li> <li>b) vibrant, lively <i>town centres</i> supported by higher density residential and mixed use areas;</li> <li>c) neighbourhood <i>centres</i>, village communities and employment areas characterised by high levels of amenity, accessibility and convenience;</li> <li>d) productive rural areas, characterised by openness, natural landforms, areas and corridors of <i>indigenous vegetation</i>, and <i>primary production activities</i>; and</li> <li>e) well managed interfaces between different types of land use areas (e.g. between living, working and rural areas and between potentially conflicting land uses, so as to minimise adverse effects).</li> </ul>	Appropriate development of the site will manage the density of development to ensure an appropriate interface with adjacent rural areas.
Objective 2.12 – Housing choice and affordability	<p>To meet diverse community needs by increasing the amount of housing that:</p> <ul style="list-style-type: none"> <li>a) is of densities, locations, types, attributes, size and</li> </ul>	The development of this site for residential purposes will provide additional choices for housing in Otaki.

	<p>tenure that meets the social and economic wellbeing needs of households in suitable urban and rural locations;</p> <p>b) is affordable and adequate for lower income households; and</p> <p>c) can respond to the changing needs of residents, regardless of age, mobility, health or lifestyle preference;</p> <p>while enhancing the amenity of living environments and contributing to the sustainability of communities and compatibility with the goals of environmental sustainability, in particular resource, water and energy efficiency.</p>	The low density precinct with careful consideration of ecological, traffic and amenity will provide for a choice for new residents.
Objective 2.13 – Infrastructure	<p>To recognise the importance and national, regional and local benefits of <i>infrastructure</i> and ensure the efficient <i>development</i>, maintenance and operation of an adequate level of social and physical <i>infrastructure</i> and services throughout the District that:</p> <p>a) meets the needs of the community and the region; and</p> <p>b) builds stronger community resilience, while avoiding, remedying or mitigating adverse <i>effects</i> on the <i>environment</i>.</p>	The development of this site will enable the efficient use of reticulated water and wastewater infrastructure that is available at the location.
Objective 2.14 – Access and transport	<p>To ensure that the transport system in the District:</p> <p>a) integrates with land use and urban form and maximises accessibility;</p> <p>b) improves the efficiency of travel and maximises mode choice to enable people to act sustainably as well as improving the resilience and health of communities;</p>	The appropriate development of this site will consider the impact of additional traffic on the transport network.

	<ul style="list-style-type: none"> <li>c) contributes to a strong economy;</li> <li>d) avoids, remedies or mitigates adverse <i>effects</i> on land uses;</li> <li>e) does not have its function and operation unreasonably compromised by other activities;</li> <li>f) is safe, fit for purpose, cost effective and provides good connectivity for all communities; and</li> <li>g) provides for the integrated movement of people, goods and services.</li> </ul>	
Policy 5.1 – zoning framework	<p><i>Subdivision</i>, use and <i>development</i> in the <i>Living Zones</i> will be managed through the following zoning framework:</p> <ul style="list-style-type: none"> <li>a) Residential Zone, including the following precincts: <ul style="list-style-type: none"> <li>i. Medium Density Housing (also located within various <i>Centres Zones</i>);</li> <li>ii. Focused Infill;</li> <li>iii. Waikanae Garden;</li> <li>iv. Low Density (at Ōtaki, Paraparaumu and Manu Grove);</li> <li>v. Pekawu;</li> <li>vi. Ferndale;</li> <li>vii. Panorama Drive;</li> <li>viii. Waikanae Golf; and</li> <li>ix. The Drive Extension;</li> </ul> </li> <li>b) Beach Residential Zone;</li> <li>c) Ngārara Zone; and</li> <li>d) Waikanae North Development Zone.</li> </ul>	The appropriate development of 46-66 County Road is considered to be best achieved by creating an additional low density precinct in Otaki within the residential zone.
Policy 5.10 – general residential subdivision	<p><i>Subdivision</i>, including for small-scale <i>infill</i>, will be provided for in <i>general residential areas</i> where it does not compromise local character and amenity</p>	<p>The appropriate development of this site will not compromise the local character and amenity.</p> <p>This will be ensured by protecting existing indigenous vegetation, managing density and traffic impacts.</p>

Policy 5.11 - Reverse Sensitivity	<p>New residential <i>subdivision and development</i> will be located away from lawfully established industrial or intensive rural activities, or areas zoned for these activities, to minimise <i>reverse sensitivity effects</i>.</p> <p><i>Residential activities</i> located at the urban-rural interface will be undertaken in a manner which is compatible with the activities undertaken in the Rural Zones.</p>	<p>The development of this site will result in residential activities adjacent to rural sites.</p> <p>Reverse sensitivity has been considered and the retention of the ecological site forms a buffer between the new residential activities and the existing rural activities.</p> <p>The change from rural production on 46-66 County road over time is likely to also remove any existing conflicts at the rural-residential interface.</p>
-----------------------------------	---	--

### Options Assessment

56. This section of the report evaluates the proposed rules, as they relate to the purpose of the variation and how they align with the unchanged objectives of the Proposed District Plan.
57. Along with the proposed provisions, the Council has also identified two additional alternative reasonably practicable options for achieving the objectives.

### Proposed Provisions (Objectives, Policies and Rules)

58. No changes are proposed to the objectives and policies in the plan through this variation.
59. This variation rezones 46-66 County Road from Rural Plains to Residential and creates the "County Road Ōtaki Low Density Precinct".
60. This precinct has the following specific provisions relating to the subdivision of these sites to ensure fit with adjacent area, to manage traffic effects, and to protect the ecological site values:
  - a. the minimum average lot area for the subdivision shall be 700m<sup>2</sup>;
  - b. the number of residential lots created by subdivision of the land contained in Lot 37 DP1429 shall not exceed 20 (including any balance of Lot 37 DP1429;
  - c. the protection of ecological site (K212) shall be secured via an encumbrance on the new lots within which K212 is located; and
  - d. an integrated traffic assessment must be undertaken for all subdivisions creating more than six lots with vehicle access only onto County Road.
61. The full set of proposed provisions is set out in Appendix 2, and a brief analysis of these rules is undertaken in the following section (Evaluation of proposed rules, page 23). These provisions should be referred to in conjunction with this evaluation report.

### Alternative Options

62. For the purpose of this evaluation, the Council has considered the following alternative options:
  - The status quo –not rezoning this land
  - Rezoning the site to residential without site specific provision
63. For each potential option an evaluation has been undertaken relating to the costs, benefits and the certainty and sufficiency of information in order to determine the effectiveness and efficiency of the approach, and whether it is the most appropriate way to achieve the objective.

Option 1: Rezone 46-66 County Road with site specific provisions (preferred option)	Costs	Benefits	Risk of Acting / Not Acting
<p><b>Rules:</b></p> <p>Rule 5A,3.3 Standard 2</p> <p>Add a new sub-standard as follows:</p> <p>(h) for land in the County Road Ōtaki Low Density Precinct:</p> <ul style="list-style-type: none"> <li>i. the minimum average lot area for the subdivision shall be 700m<sup>2</sup>;</li> <li>ii. the number of residential lots created by subdivision of the land contained in Lot 37 DP1429 shall not exceed 20 (including any balance of Lot 37 DP1429; and</li> <li>iii. the protection of ecological site (K212) shall be secured via an encumbrance on the new lots within which K212 is located.</li> <li>iv. an integrated traffic assessment must be undertaken for all subdivisions creating more than six lots with vehicle access only onto County Road.</li> </ul> <p><b>Maps:</b></p> <p>Amend maps to rezone 46-66 County Road to Residential zone in a new "County Road, Ōtaki Low Density Precinct"</p>	<p>The costs of this proposal will be primarily borne by the landowners of the rezoned properties when they prepare lots for sale.</p> <p>The existing community in close proximity to the site may also experience a loss of amenity values due to increased levels of activity on the site during development and once housing is occupied.</p> <p><b>Environmental</b></p> <p>Direct effects of rezoning are:</p> <ul style="list-style-type: none"> <li>• increased traffic in County Road and Rahui Road;</li> <li>• increased runoff from residential properties</li> <li>• increased demand for potable water</li> <li>• increased sewage discharge to wastewater systems</li> <li>• potential for effects on ecological site.</li> </ul> <p>No indirect environmental costs have been identified.</p> <p><b>Economic</b></p> <p>Direct effects of the rezoning are:</p> <ul style="list-style-type: none"> <li>• cost to landowners to develop sites for housing</li> <li>• resource consent application and subdivision certification costs</li> <li>• cost of registering an encumbrance on the title to protect the ecological sites.</li> </ul> <p>No indirect economic costs have been identified.</p> <p><b>Social</b></p> <p>No direct or indirect social costs have been identified.</p> <p><b>Cultural</b></p> <p>No direct or indirect cultural costs have been identified.</p>	<p>The benefits of this proposal will be primarily for the landowners of the rezoned properties when subdivided lots are sold.</p> <p>The additional housing (up to theoretical maximum of 60 households) may provide some benefits to existing businesses due to increased population.</p> <p>The increased number of properties provides a benefit to the existing community</p> <p><b>Environmental</b></p> <p>Direct effects of the rezoning are:</p> <ul style="list-style-type: none"> <li>• increased land available for housing;</li> <li>• protection of significant indigenous vegetation.</li> </ul> <p>No indirect environmental benefits have been identified.</p> <p><b>Economic</b></p> <p>Direct effects of the rezoning are:</p> <ul style="list-style-type: none"> <li>• sale of lots for housing by rezoned landowners.</li> </ul> <p>Indirect effects are:</p> <ul style="list-style-type: none"> <li>• increased population to support local businesses</li> <li>• increased ratepayer base to fund infrastructure</li> <li>• increased Employment for construction sector.</li> </ul> <p><b>Social</b></p> <p>No direct or indirect social benefits have been identified.</p> <p><b>Cultural</b></p> <p>No direct or indirect cultural benefits have been identified.</p>	<p>It is considered that there is certain and sufficient information on which to base the proposed policies and methods as:</p> <ul style="list-style-type: none"> <li>• The policies are already established in the District;</li> <li>• There are other similar 'precincts' in the District which have been successfully developed for housing;</li> <li>• A capacity assessment has been undertaken for water, stormwater, waste water and transport infrastructure to support the development; and</li> <li>• Adjoining land to the north and east is an established residential area on very similar land.</li> </ul>
<b>Effectiveness and efficiency</b>	<p><b>Effectiveness</b></p> <p>The provisions are effective in achieving the purpose of the Variation and are consistent with Objectives 2.3, 2.12, 2.14 and 2.15 of the PDP by providing for housing choices where existing infrastructure is available to support development. In addition, the provisions are effective in achieving Objective 2.2 as they protect the ecological site as part of any subdivision of the site.</p> <p><b>Efficiency</b></p> <p>The proposed provisions are likely to achieve the objectives at the least cost to the community when the benefits of additional housing are considered alongside the protection of ecological values and the potential for limited adverse effects on amenity values.</p>		
<b>Overall evaluation</b>	<p>This is the most appropriate approach to achieve the objectives as it is efficient and effective in relation to the current Objectives of the Proposed Plan and the costs are largely borne by those who also accrue the benefits of the changes.</p>		

Alternative approach to provisions Option 2: Rezone 46-66 County Road with no site specific provisions	Costs	Benefits	Risk of Acting / Not Acting
<p><b>Other Methods:</b></p> <p>Amend maps to rezone 46-66 County Road to Residential zone.</p>	<p>The costs of the proposal will be on the neighbours in County Road, the natural environment and the landowners of the rezoned land</p> <p><b>Environmental</b></p> <p>Direct effects of the rezoning are:</p> <ul style="list-style-type: none"> <li>• Potential loss of significant indigenous vegetation</li> <li>• loss of amenity values for surrounding properties</li> <li>• Significant traffic increases in County Road and other local roads with capacity constraints potentially significant if site is fully developed</li> <li>• Potential increased stormwater runoff from the site and risk of flooding on adjacent sites</li> <li>• Increased traffic noise in County Road</li> <li>• Insufficient water and wastewater infrastructure capacity available to support this level of development at this location will require significant upgrades of systems.</li> </ul> <p>No Indirect costs have been identified</p> <p><b>Economic</b></p> <p>Direct effects of the rezoning are:</p> <ul style="list-style-type: none"> <li>• cost to landowners to develop sites for housing</li> <li>• resource consent application and subdivision certification costs</li> <li>• cost to provide for water and wastewater system upgrades</li> </ul> <p>Indirect effects of the rezoning could include:</p> <ul style="list-style-type: none"> <li>• Potential loss of value for adjacent properties as amenity values reduce due to increased traffic, stormwater runoff and noise and loss of vegetation.</li> </ul> <p><b>Social</b></p> <p>No direct or indirect social costs have been identified</p> <p><b>Cultural</b></p> <p>Loss of significant indigenous vegetation is contrary to tangata whenua kaitiakitanga principles</p> <p>No indirect cultural costs have been identified</p>	<p>The benefits of this proposal will be primarily for the landowners of the rezoned properties when subdivided lots are sold.</p> <p>The additional housing may provide some benefits to existing businesses due to increased population.</p> <p>The increased number of properties provides a benefit to the existing community</p> <p><b>Environmental</b></p> <p>Direct benefits of the rezoning are:</p> <ul style="list-style-type: none"> <li>• increased housing capacity from rezoned land when compared with option 1 (potential for up to 131 households);</li> </ul> <p>No indirect environmental benefits have been identified</p> <p><b>Economic</b></p> <p>Direct economic benefits of the rezoning are:</p> <p>Significantly more housing on the site capacity (71 additional lots beyond option 1)</p> <p>Indirect benefits are:</p> <ul style="list-style-type: none"> <li>• significantly increased population to support local businesses</li> <li>• significantly increased ratepayer base to fund infrastructure</li> <li>• significantly increased Employment for construction sector</li> </ul> <p><b>Social</b></p> <p>No direct or indirect social benefits have been identified</p> <p><b>Cultural</b></p> <p>No direct or indirect cultural benefits have been identified</p>	<p>It is considered that there is some uncertainty however sufficient information on which to base the proposed policies and methods as:</p> <ul style="list-style-type: none"> <li>• The policies are already established in the District;</li> <li>• The capacity assessment undertaken for water, stormwater, waste water and transport infrastructure identifies some constraints to this level of development at this location; and</li> <li>• Adjoining land to the north and east is an established residential area on very similar land.</li> </ul>
<p><b>Effectiveness and efficiency</b></p>	<p><b>Effectiveness</b></p> <p>This option contributes to the purpose of the variation and Objective 2.12 of the PDP by providing for additional housing however it does not contribute to protecting the ecological site or implementing objective 2.2 of the PDP and may result in significant adverse flood or amenity effects. Overall this option is not as effective as option 1</p> <p><b>Efficiency</b></p> <p>This option will have a high environmental and potential high cultural cost and will not implement the purpose of the Variation or implement the PDP objective including Objective 2.2 and Objective 2.11. This option is not as efficient as option 1.</p>		
<p><b>Overall evaluation</b></p>	<p>Option 2 is less appropriate approach to achieve the objective compared with option 1 as it does not fully implement the objective. This option provides the opportunity for additional housing but does not protect the ecological values of the site.</p>		



Alternative approach to provisions Option 3: Do not rezone-retain status quo	Costs	Benefits	Risk of Acting / Not Acting
No changes to policies, rules, or other methods.	<p>The costs of the proposal will be on the landowners of the rezoned land.</p> <p><b>Environmental</b></p> <p>No direct or indirect costs have been identified.</p> <p><b>Economic</b></p> <p>No direct benefits have been identified.</p> <p>Indirect benefits when compared with option 1 are:</p> <ul style="list-style-type: none"> <li>• Loss of opportunity for increased ratepayer base to support infrastructure and population to support local businesses.</li> <li>• Loss of opportunity for landowners to sell lots for housing.</li> </ul> <p><b>Social</b></p> <p>No direct or indirect social costs have been identified</p> <p><b>Cultural</b></p> <p>No direct or indirect cultural costs have been identified</p>	<p>The benefits of this proposal will be primarily for the surrounding neighbours.</p> <p><b>Environmental</b></p> <p>Direct effects of the rezoning are:</p> <ul style="list-style-type: none"> <li>• Continued protection of significant indigenous vegetation.</li> </ul> <p>Indirect benefits when compared with option 1 are:</p> <ul style="list-style-type: none"> <li>• No increase of housing capacity</li> <li>• No loss of amenity values for surrounding properties</li> <li>• No traffic increases in County Road and other local roads</li> <li>• No increased stormwater runoff from the site.</li> </ul> <p><b>Economic</b></p> <p>No direct or indirect benefits have been identified</p> <p><b>Social</b></p> <p>No direct or indirect social benefits have been identified</p> <p><b>Cultural</b></p> <p>No direct or indirect cultural benefits have been identified</p>	There is no risk of acting or not acting as this is the current situation
<b>Effectiveness and efficiency</b>	<p><b>Effectiveness</b></p> <p>This option does not contribute to the objective of the variation as it does not enable residential development on the site. Overall this option is not as effective as option 1.</p> <p><b>Efficiency</b></p> <p>This option will have high indirect cost and will not implement the objective of the variation or Objective 2.12 (housing choice and affordability) of the PDP. This option is not as efficient as option 1.</p>		
<b>Overall evaluation</b>	Option 3 is the least appropriate approach to achieve the objective of the variation as it does not implement the objective as it does not enable residential development.		

### Evaluation of proposed rules

64. No changes are proposed to the objectives and policies in the plan through this variation.
65. This variation rezones 46-66 County Road from Rural Plains to Residential and creates the "County Road Ōtaki Low Density Precinct".
66. The following specific standards are proposed relating to the subdivision of sites within the precinct to ensure an appropriate fit with adjacent area, to manage traffic effects, and to protect the ecological site values:
- the minimum average lot area for the subdivision shall be 700m<sup>2</sup>;
  - the number of residential lots created by subdivision of the land contained in Lot 37 DP1429 shall not exceed 20 (including any balance of Lot 37 DP1429);
  - the protection of ecological site (K212) shall be secured via an encumbrance on the new lots within which K212 is located; and
  - an integrated traffic assessment must be undertaken for all subdivisions creating more than six lots with vehicle access only onto County Road.
67. A brief evaluation of each of the proposed standards is set out below.

<p>The minimum average lot area for the subdivision shall be 700m<sup>2</sup></p> <p>and</p> <p>The number of residential lots created by subdivision of the land contained in Lot 37 DP1429 shall not exceed 20 (including any balance of Lot 37 DP1429)</p>	
Costs	<p>There will be a reduced yield when compared with a 450m<sup>2</sup> minimum lot size with no average (loss of up to 71 lots)</p> <p>Potential loss of opportunities in the construction sector to develop housing at this location.</p>
Benefits	<p>The amenity values of the site and surrounding residential areas will be maintained.</p> <p>Using an average lot size allows flexibility within the subdivision.</p> <p>The density control aligns with the infrastructure constraints on the site including water, wastewater and transport network capacity.</p> <p>Additional residential housing sites will be made available at this location.</p>
Effectiveness	<p>The 700m<sup>2</sup> average lot size enables residential development with a range of lot sizes within any subdivision to account for the existing situation including the protection of the significant vegetation on the site, retention of amenity values and the management of traffic effects and flood risks.</p> <p>The 700m<sup>2</sup> average lot size is already included in the PDP in other low density areas in Otaki.</p>
Efficiency	<p>The loss of potential residential development is efficient as it ensures that key social and environmental effects will be adequately managed to maintain the quality of the environment at this site.</p>
Overall Assessment	<p>Overall the proposed standard will assist to facilitate the appropriate development of the site.</p>

The protection of ecological site (K212) shall be secured via an encumbrance on the new lots within which K212 is located	
Costs	There will be a reduced yield when compared with a development occurring in this area as development will not be undertaken within the ecological site.
Benefits	<p>The significant indigenous vegetation on the site is legally protected in perpetuity.</p> <p>The vegetation will provide a buffer between the new residential activities and the existing rural activities on adjacent rural lands.</p> <p>The retention of the vegetation provides habitat for indigenous fauna.</p>
Effectiveness	The legal protection of this vegetation will be very effective in ensuring it remains on the site and continues to provide ecological and buffering functions. The retention of this vegetation provides a high level of amenity to the new residential area as well as existing areas.
Efficiency	The loss of potential residential development as a result of the protection of this significant indigenous vegetation is efficient as it ensures that key social and environmental effects will be adequately managed to maintain the quality of the environment at this site.
Overall Assessment	Overall the proposed standard will assist to facilitate the appropriate development of the site.
An integrated traffic assessment must be undertaken for all subdivisions creating more than six lots with vehicle access only onto County Road	
Costs	A cost to developers to provide assessment and if necessary mitigation works for larger subdivisions.
Benefits	<p>The traffic effects of larger scale developments (where vehicle movements are likely to exceed 100 vehicles per day) will be known and can be mitigated.</p> <p>There is significantly less risk of adverse traffic effects from the development of the site.</p> <p>Where other access options are available larger developments could proceed without this cost.</p>
Effectiveness	The costs of assessing traffic effects and providing any mitigation works as a result of the assessment is efficient as it ensures that key social and environmental effects will be adequately managed to maintain the quality of the environment at this site.
Efficiency	This provision will ensure that the local transport network, particularly County Road and Rahui Road, will be designed with adequate capacity in a manner that is safe for all transport modes. The cost to the developer to mitigate any traffic effects will be balanced with the benefit to the local community.
Overall Assessment	Overall the proposed standard will assist to facilitate the appropriate development of the site.

### Conclusion

68. This evaluation has been undertaken in accordance with Section 32 of the RMA in order to identify the need, benefits and costs and the appropriateness of the proposal having regard to its effectiveness and efficiency relative to other means in achieving the purpose of the RMA. The evaluation demonstrates that this proposal is the most appropriate option as it:
- Implements the objective of the variation and also the objectives of the Proposed District Plan most efficiently
  - Is effective in managing adverse effects while providing for a range of benefits.

## Appendix 1: Map of proposed Ōtaki Low Density Zone area





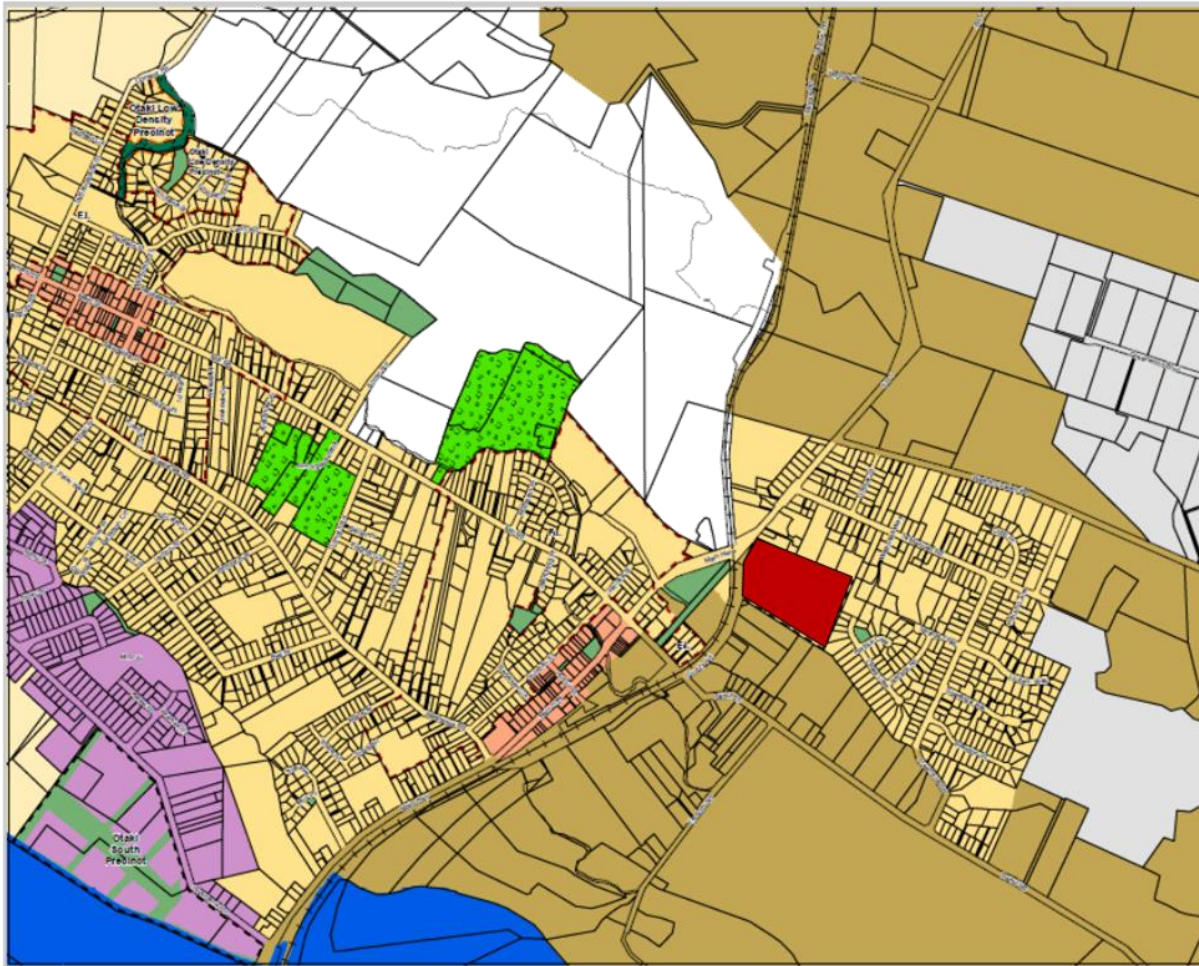


Figure 2: Proposed Otaki Low Density Zone (shown in red)



## Appendix 2: Relevant Regional Policy Statement and Regional Plan Provisions

<i>Wellington Regional Policy Statement</i>	
Objective 16	Indigenous ecosystems and habitats with significant biodiversity values are maintained and restored to a healthy functioning state.
Objective 19	The risks and consequences to people, communities, their businesses, property and infrastructure from natural hazards and climate change effects are reduced.
Objective 20	Hazard mitigation measures, structural works and other activities do not increase the risk and consequences of natural hazard events.
Objective 21	Communities are more resilient to natural hazards, including the impacts of climate change, and people are better prepared for the consequences of natural hazard events.
Objective 22	<p>A compact well designed and sustainable regional form that has an integrated, safe and responsive transport network and:</p> <ul style="list-style-type: none"> <li>(a) a viable and vibrant regional central business district in Wellington city;</li> <li>(b) an increased range and diversity of activities in and around the regionally significant centres to maintain vibrancy and vitality;</li> <li>(c) sufficient industrial-based employment locations or capacity to meet the region's needs;</li> <li>(d) development and/or management of the Regional Focus Areas identified in the Wellington Regional Strategy;</li> <li>(e) urban development in existing urban areas, or when beyond urban areas, development that reinforces the region's existing urban form;</li> <li>(f) strategically planned rural development;</li> <li>(g) a range of housing (including affordable housing);</li> <li>(h) integrated public open spaces;</li> <li>(i) integrated land use and transportation;</li> <li>(j) improved east-west transport linkages;</li> <li>(k) efficiently use existing infrastructure (including transport network infrastructure); and</li> <li>(l) essential social services to meet the region's needs.</li> </ul>
Objective 28	The cultural relationship of Māori with their ancestral lands, water, sites, wāhi tapu and other taonga is maintained.
Policy 42: Minimising contamination in stormwater from development – consideration	<p>When considering an application for a resource consent, notice of requirement, or a change, variation or review of a district plan, the adverse effects of stormwater run-off from subdivision and development shall be reduced by having particular regard to:</p> <ul style="list-style-type: none"> <li>(a) limiting the area of new impervious surfaces in the stormwater catchment;</li> <li>(b) using water permeable surfaces to reduce the volume of stormwater leaving a site;</li> <li>(c) restricting zinc or copper roofing materials, or requiring their effects to be mitigated;</li> <li>(d) collecting water from roofs for domestic or garden use while protecting public health;</li> <li>(e) using soakpits for the disposal of stormwater;</li> <li>(f) using roadside swales, filter strips and rain gardens;</li> <li>(g) using constructed wetland treatment areas;</li> <li>(h) using in situ treatment devices;</li> </ul>

	<p>(i) using stormwater attenuation techniques that reduce the velocity and quantity of stormwater discharges; and</p> <p>(j) using educational signs, as conditions on resource consents, that promote the values of water bodies and methods to protect them from the effects of stormwater discharges.</p>
Policy 47: Managing effects on indigenous ecosystems and habitats with significant indigenous biodiversity values – consideration	<p>When considering an application for a resource consent, notice of requirement, or a change, variation or review of a district or regional plan, a determination shall be made as to whether an activity may affect indigenous ecosystems and habitats with significant indigenous biodiversity values, and in determining whether the proposed activity is inappropriate particular regard shall be given to:</p> <p>(a) maintaining connections within, or corridors between, habitats of indigenous flora and fauna, and/or enhancing the connectivity between fragmented indigenous habitats;</p> <p>(b) providing adequate buffering around areas of significant indigenous ecosystems and habitats from other land uses;</p> <p>(c) managing wetlands for the purpose of aquatic ecosystem health;</p> <p>(d) avoiding the cumulative adverse effects of the incremental loss of indigenous ecosystems and habitats;</p> <p>(e) providing seasonal or core habitat for indigenous species;</p> <p>(f) protecting the life supporting capacity of indigenous ecosystems and habitats;</p> <p>(g) remedying or mitigating adverse effects on the indigenous biodiversity values where avoiding adverse effects is not practicably achievable; and</p> <p>(h) the need for a precautionary approach when assessing the potential for adverse effects on indigenous ecosystems and habitats.</p>
Policy 48: Principles of the Treaty of Waitangi – consideration	<p>When considering an application for a resource consent, notice of requirement, or a change, variation or review of a district or regional plan, particular regard shall be given to:</p> <p>(a) the principles of the Treaty of Waitangi; and</p> <p>(b) Waitangi Tribunal reports and settlement decisions relating to the Wellington region.</p>
Policy 51: Minimising the risks and consequences of natural hazards – consideration	<p>When considering an application for a resource consent, notice of requirement, or a change, variation or review to a district or regional plan, the risk and consequences of natural hazards on people, communities, their property and infrastructure shall be minimised, and/or in determining whether an activity is inappropriate particular regard shall be given to:</p> <p>(a) the frequency and magnitude of the range of natural hazards that may adversely affect the proposal or development, including residual risk;</p> <p>(b) the potential for climate change and sea level rise to increase the frequency or magnitude of a hazard event;</p> <p>(c) whether the location of the development will foreseeably require hazard mitigation works in the future;</p> <p>(d) the potential for injury or loss of life, social disruption and emergency management and civil defence implications – such as access routes to and from the site;</p> <p>(e) any risks and consequences beyond the development site;</p>

	<p>(f) the impact of the proposed development on any natural features that act as a buffer, and where development should not interfere with their ability to reduce the risks of natural hazards;</p> <p>(g) avoiding inappropriate subdivision and development in areas at high risk from natural hazards;</p> <p>(h) the potential need for hazard adaptation and mitigation measures in moderate risk areas; and</p> <p>(i) the need to locate habitable floor areas and access routes above the 1:100 year flood level, in identified flood hazard areas.</p>
Policy 55: Maintaining a compact, well designed and sustainable regional form – consideration	<p>When considering an application for a resource consent, or a change, variation or review of a district plan for urban development beyond the region's urban areas (as at March 2009), particular regard shall be given to whether:</p> <p>(a) the proposed development is the most appropriate option to achieve Objective 22; and</p> <p>(b) the proposed development is consistent with the Council's growth and/or development framework or strategy that describes where and how future urban development should occur in that district; and/or</p> <p>(c) a structure plan has been prepared.</p>
Policy 56: Managing development in rural areas – consideration	<p>When considering an application for a resource consent or a change, variation or review of a district plan, in rural areas (as at March 2009), particular regard shall be given to whether:</p> <p>(a) the proposal will result in a loss of productive capability of the rural area, including cumulative impacts that would reduce the potential for food and other primary production and reverse sensitivity issues for existing production activities, including extraction and distribution of aggregate minerals;</p> <p>(b) the proposal will reduce aesthetic and open space values in rural areas between and around settlements;</p> <p>(c) the proposal's location, design or density will minimise demand for non-renewable energy resources; and</p> <p>(d) the proposal is consistent with the relevant city or district council growth and/or development framework or strategy that addresses future rural development; or</p> <p>(e) in the absence of such a framework or strategy, the proposal will increase pressure for public services and infrastructure beyond existing infrastructure capacity.</p>
Policy 58: Co-ordinating land use with development and operation of infrastructure – consideration	<p>When considering an application for a resource consent, notice of requirement, or a plan change, variation or review of a district plan for subdivision, use or development, particular regard shall be given to whether the proposed subdivision, use or development is located and sequenced to:</p> <p>(a) make efficient and safe use of existing infrastructure capacity; and/or</p> <p>(b) coordinate with the development and operation of new infrastructure.</p>

<i>Operative Regional Plans - Regional Soil Plan</i>	
Objective 4.1.1	Land use practices reflect the inherent susceptibility of some landforms to erosion.
Objective 4.1.2	The potential of the Region's soils to provide for a full range of uses for present and future generations is maintained or enhanced.
Objective 4.1.3	The life-supporting capacity of the Region's soils is maintained.
Policy 4.2.2	When considering land use activities which have the potential for irreversible effects on soils, to have regard to locating those activities, where practicable, on soils of low versatility.
Policy 4.2.12	To ensure that territorial authorities adopt subdivision provisions in their district plans, and include conditions on subdivision consents, to avoid, remedy or mitigate adverse effects of soil disturbance and vegetation clearance, including any adverse effects on water quality or soil conservation, where those effects are associated with the subdivision of land.

<i>Proposed Regional Plan - Proposed Natural Resources Plan</i>	
Objective O2	The importance and contribution of land and water to the social, economic and cultural well-being of the community are recognised.
Objective O20	The risk, residual risk, and adverse effects from natural hazards and climate change on people, the community and infrastructure are acceptable.
Objective O43	Contaminated land is managed to protect human health and the environment
Objective O35	Ecosystems and habitats with significant indigenous biodiversity values are protected and restored.
Objective O48	Stormwater networks and urban land uses are managed so that the adverse quality and quantity effects of discharges from the networks are improved over time.
Policy P29: Climate change	Particular regard shall be given to the potential for climate change to cause or exacerbate natural hazard events that could adversely affect use and development including: (a) coastal erosion and inundation (storm surge), and (b) river and lake flooding and erosion or aggradation, and (c) stormwater ponding and impeded drainage, and (d) sea level rise, using the best available guidance for the Wellington Region.
Policy P73: Minimising adverse effects of stormwater discharges	The adverse effects of stormwater discharges shall be minimised, including by: (a) using good management practice, and (b) taking a source control and treatment train approach to new activities and land uses, and (c) implementing water sensitive urban design in new subdivision and development, and (d) progressively improving existing stormwater, wastewater, road and other public infrastructure, including during routine maintenance and upgrade.
Policy P79: Managing land	Land use, subdivision and development, including stormwater discharges, shall be managed so that runoff volumes and peak flows:

use impacts on stormwater	(a) avoid or minimise scour and erosion of stream beds, banks and coastal margins, and (b) do not cause new or exacerbate existing risk to human health or safety, or exacerbate the risk of inundation, erosion or damage to property or infrastructure, including by retaining, as far as practicable, pre-development hydrographs and overland flow paths in new subdivision and development.
------------------------------	---

## Appendix 3: Iwi Management Plan Provisions

Te Haeranga Whakamua	
Urban form and transport	<p><b>Kaitiakitanga</b> Caring for creation including natural resource, inherited treasures, other forms of wealth and community, including Māori as a people.</p> <p>...</p> <p>Use swales to collect run-off storm-water, but need to filter through harakeke into the wetlands and water table, or we risk further pollution of ground water.</p> <p><b>Tikanga:</b> New developments must incorporate the use of vegetative filtration such as grass swales and wetlands to prevent oils and rubbish from entering 'natural' water bodies.</p> <p><b>Tikanga:</b> All stormwater discharge points to natural water bodies are assessed to determine the potential inclusion of created wetlands for stormwater treatment.</p> <p><b>Tikanga:</b> All stormwater infrastructural upgrades include vegetation filtration and sumps to remove oils and suspended solids.</p>
Infrastructure and essential systems	<p><b>Pūkengatanga</b> Processing knowledge creation, dissemination and maintenance that leads to scholarship and contributes to the mātauranga (knowledge) continuum of Māori.</p> <p>Explore ways of ensuring that all infrastructure is developed and used in ways that minimise any adverse environmental effects.</p> <p><b>Tikanga:</b> Adverse environmental effects (actual, potential, minor) are avoided or remedied with all infrastructural work streams.</p> <p><b>Kaitiakitanga</b> Caring for creation including natural resource, inherited treasures, other forms of wealth and community, including Māori as a people. Developments must have little impact on the water table in the way of drainage and bore water supply.</p> <p><b>Tikanga:</b> Resource consents that potentially affect the water table must prove that the effects are less than minor, or have consent from tangata whenua to proceed.</p> <p>Developments must be supported by improved water storage and recycling facilities.</p> <p><b>Tikanga:</b> Rain water storage is a requirement for all new buildings and Council owned/managed buildings. The plan must put the responsibility for water supply on property developer/owner.</p> <p><b>Tikanga:</b> New subdivisions (no minimum lot criteria) must demonstrate an ability to sustain their household water needs for a minimum of seven days.</p>
Biodiversity	<p><b>Pūkengatanga</b> Processing knowledge creation, dissemination and maintenance that leads to scholarship and contributes to the mātauranga (knowledge) continuum of Māori. Encourage drainage, promote collection and storage of water, and enforce the planting of riparian zones.</p> <p><b>Tikanga:</b> Water should first have the opportunity to soak into the land or be collected. Excess water, such as stormwater needs to flow freely away from homes and buildings to an appropriately sized stormwater attenuation area prior to discharge.</p> <p><b>Tikanga:</b> Movement of stormwater should use open 'drains' as a preferred option to pipes.</p> <p><b>Tikanga:</b> Riparian areas need to be of a sufficient size to accommodate a flood with a 100 year return period.</p>



	<p><b>Tikanga:</b> All development must not provide additional peak flow loading on the current infrastructure which includes natural wetlands and waterways</p> <p>Support the need for regular surveying of native flora and fauna in the district, as well as the effects of resource consents on biodiversity.</p> <p><b>Tikanga:</b> KCDC work collaboratively with tangata whenua and Regional Council to develop a Māori flora and fauna monitoring program.</p> <p><b>Tikanga:</b> KCDC include kaupapa Māori criteria when assessing flora and fauna sites/areas.</p> <p><b>Tikanga:</b> Māori flora and fauna monitoring is conducted annually and results published biannually.</p> <p>A cultural component of biodiversity should be measured to obtain a more accurate reading of biodiversity health i.e. mauri and spiritually significant areas.</p> <p>See tikanga above.</p> <p><b>Tikanga:</b> Public signage is erected for areas of significance: (such as) wāhi tapu, fishing areas, water ways, bush remnants, traditional transport routes, cultural nodes and view shafts.</p> <p><b>Manaakitanga</b> Behaviour featuring generosity, care, respect and reciprocity toward others.</p> <p>Greater emphasis should be placed on regulatory measures to ensure that development or economic imperatives are not able to override the need for biodiversity protection.</p> <p><b>Tikanga:</b> Biodiversity and biological protection is equally as important as development and economics.</p> <p><b>Tikanga:</b> Development needs to demonstrate an enhancement of biodiversity measures as an outcome from the activity.</p> <p>Create joint ventures with Māori to restore forests and achieve food resources.</p> <p><b>Tikanga:</b> Promote and advocate for partnerships in the business of ecological restoration.</p> <p>Achieving biodiversity protection will require a holistic approach and integrated planning at all levels which means active engagement with all other relevant agencies, the community and tangata whenua.</p> <p><b>Tikanga:</b> Iwi join and lead co-management and partnership biodiversity initiatives that require active engagement of government agencies and the community.</p>
--	--

## Appendix 4: Proposed Ōtaki Low Density Precinct Provisions

(underlining indicates additions, ~~strike through~~ indicates deletions)

### Volume 1

1. Amend section 5.1 Living Zone Provisions as set out below

#### **Residential Zone**

The Residential Zone...

Within the Residential Zone there are several distinct precincts, which are defined on the District Plan Maps. These precincts have location-specific issues which need to be managed. The precincts are:

...

#### **Low Density Housing Precincts**

...

#### j) **County Road Ōtaki Low Density Precinct**

This low density precinct provides a transition between the Ōtaki township and the southwestern edge of the Ōtaki Plateau. The density of development within this area is limited, consistent with the surrounding residential area's character that includes large lots and mature vegetation.

2. Amend standard 2 of Rule 5A.3.3 as set out below:
3. Any *subdivision* of land (excluding land within a Focused Infill Precinct) which is not a *controlled activity* under Rule 5A.2.1 or 5A.2.3.

...

2. Each lot must meet the following minimum requirements:

...

#### h) for land in the County Road Ōtaki Low Density Precinct:

- i. the minimum average lot area for the subdivision shall be 700m<sup>2</sup>;
  - ii. the number of residential lots created by subdivision of the land contained in Lot 37 DP1429 shall not exceed 20 (including any balance of Lot 37 DP1429;
  - iii. the protection of ecological site (K212) shall be secured via an encumbrance on the new lots within which K212 is located; and
  - iv. an integrated traffic assessment must be undertaken for all subdivisions creating more than six lots with vehicle access only onto County Road.
- i) ~~h)~~ for all other land in the Residential Zone or Beach Residential Zone where the land to be subdivided is greater than 3,000m<sup>2</sup> in size:
- i. at least 50% of all front *lots* in the *subdivision* shall have a minimum *lot* area of 550m<sup>2</sup> and at least 25% of all front *lots* in the *subdivision* shall have a minimum *lot* area of 700m<sup>2</sup>; and
  - ii. at least 50% of all rear *lots* in the *subdivision* shall have a minimum *lot* area of 650m<sup>2</sup> (exclusive of access) and at least 25% of all rear *lots* in the *subdivision* shall have a minimum *lot* area of 800m<sup>2</sup> (exclusive of access);

- j) ~~h)~~ for all other land in the Residential Zone or Beach Residential Zone where the land to be subdivided is greater than 3,000m<sup>2</sup> in size:
  - i. at least 50% of all front *lots* in the *subdivision* shall have a minimum *lot* area of 550m<sup>2</sup> and at least 25% of all front *lots* in the *subdivision* shall have a minimum *lot* area of 700m<sup>2</sup>; and
  - ii. at least 50% of all rear *lots* in the *subdivision* shall have a minimum *lot* area of 650m<sup>2</sup> (exclusive of access) and at least 25% of all rear *lots* in the *subdivision* shall have a minimum *lot* area of 800m<sup>2</sup> (exclusive of access);
- k) ~~h)~~ in addition to the minimum *lot* area requirements in standards (~~h~~i) and (~~h~~j) above, the following overall average *lot* sizes (exclusive of access) shall be achieved:
  - i. 600m<sup>2</sup> or greater in the Beach Residential Zone and Residential Zone at Ōtaki Beach; and
  - ii. 700m<sup>2</sup> or greater in the Beach Residential Zone at Raumati.

### Volume 2

- 3. Amend Map 03A to show 46-66 County Road as Residential Zone with a new "County Road Ōtaki Low Density Precinct" as per the map in figure 2 of Appendix 1.

## Appendix 5: Traffic assessment

### Transport Assessment for County Road Rezoning

28 May 2019

#### Scope

This assessment has been based on up to 60 homes being able to be accommodated on the site between 46 and 66 County Road if it is rezoned to County Road Ōtaki Low Density Precinct. 60 households are the theoretical maximum number of properties that could be accommodated on the site under the proposed rezoning provisions.

#### Background /context

County Road is approximately 460m in length and provides access to 12 rural zoned properties. County Road is identified as Neighbourhood Access Route in the District Plan, which is at the lowest end of the transport network hierarchy. This will not change as a result of the Peka to Ōtaki (PP20) Expressway project and revocation of State Highway 1.

A small part of the road corridor is privately owned and leased by the Council for Roading purposes. There properties proposed to be rezoned require access across this piece of land.

PP20 Expressway construction will result in the following changes relevant to the proposed rezoning:

- County Road is to become no exit at the north end and will no longer connect to the main road of Ōtaki, with a turning head proposed to be almost opposite the existing accesses to 46-66 County Road of the proposed rezoning area;
- to the south the intersection of County Road with Rahui Road will be upgraded and connect to Main Road Ōtaki via an overbridge;
- a shared path will be installed along the length of Rahui Road through to main road to the north and to Main Road Ōtaki to the south (via a new overbridge); and
- the rail crossing in Rahui Road will be removed;

However, the current width of Rahui Road is to remain as is i.e. 5.6m sealed carriageway.

There is currently a resource consent application for a 70-unit retirement lifestyle development being processed which would include access off the Te Roto Road entrance to Ōtaki Racecourse which, in addition to proposed rezoning at 46-66 County Road, will impact on the intersection with County Road and Rahui Road.

#### Issues

The main traffic and transportation issue to consider is whether the capacity of the surrounding road network and associated intersections are capable of accommodating the additional traffic that would be generated by this future development, particularly within the context of other potential developments being proposed in this area.

The development of 60 households on 46-66 County Road would generate up to an additional 654 vehicle movements per day. Current estimates for County Road identify that traffic levels are 148 per day so an additional 654 movements represent a 540% (5 fold) increase in traffic on County Road, and accounts to around 77 movements in the peak hour in total. The Proposed District Plan permits 100 vehicle movements per day per activity, as such the level of compliance (or non-compliance) of these standards would depend upon how these properties were subdivided in future. As an example an 11 lot subdivision would generate in the region of 117 vehicle movements per day and so would require a transport assessment that considers the impact of this level of non-compliance and how any environmental effects can be addressed / mitigated.

Considering the rezoning proposals in the entirety the increase in the level of traffic represents a 554 movements over and above the permitted activity standards. Therefore, the type of transport assessment required for a 60 lot subdivision would be more rigorous than for a non-compliance of only 17 movements identified in the 11 lot subdivision example above. However, this should not represent a reason for recommending refusal for rezoning. Conversely, as the rezoning enables this increase in development consideration needs to be given to how the road network can be funded in ensure that it can accommodate this increase in level of activity within the context of potential piecemeal development. This will be discussed in more detail later in this assessment.

Looking in more detail at the ability of the existing road network to accommodate the traffic generated from an additional 60 dwellings Council adopts standards contained within NZS4404 to identify the appropriate design environment.

County Road currently has a seal width between 4.9 and 5.4m and shares a legal corridor with the rail alignment. It is unknown what the road corridor width of County Road will be post realignment of the railway as part of the Peka Peka to Ōtaki Expressway Project.

Looking at the proposed rezoning compared to the current situation the table below identifies the differences between minimum roading requirements in table 3.2 of NZS4404 for 1 to 20 dwellings (current situation) in comparison to 1 to 200 (possible future situation).

No Dwellings	Target Operating Speed	Minimum Road Width	Maximum Grade	Pedestrians	Passing, parking and loading shoulder	Cyclists	Movement Lane	Classification
1 to 20	20kph	9	16%	Shared in movement lane	Shared in movement lane	Shared in movement lane	5.5 to 5.7	Lane
1 to 200	30kph	15	12.5%	1.5m on one side where there are 20 units and 1.5m on both sides for more than 20 units.	Parking may occur in the in movement lane or be separate and recessed.	Shared in movement lane	5.5 to 5.7	Local Road

A 540% increase in traffic, much of County Road would not comply with these standards and so some road widening would be required to accommodate a wider sealed carriageway and footpaths. This is with the

exception of a small section of County Road that will be updated as part of revocation from the County Road intersection to number 12 County Road. However, the PP20 plans do include realignment of County Road / Rahui Road junction which may impact upon the ability for larger vehicles to easily navigate this road. Widening of the road to accommodate wider movement lanes and footpaths may also prove problematic along some points due to ownership of the land over which the road is constructed and the topography.

With regards to intersection capacity it is noted that some changes will be made as a result of the PP20 project. It is proposed to realign the intersection of County Road and Rahui Road, which may impact on the right turning ability from County Road onto Rahui Road and lead to stacked vehicles on County Road which could require future improvements to this intersection. This is pertinent as there are potential conflicts with the staggered intersection with the milk station access and it is expected that around 90% of traffic from County Road will be turning right into Rahui Road in morning peak as well as additional traffic generated by the proposal at the Ōtaki Racecourse.

Additionally, if access is limited to coming from County Road the PP20 plans identify that a turning head is to be provided immediately to the south of the current accesses to 66 County Road. This will present safety concerns due to the potential conflict between access to the proposed rezoned area and vehicles using the turning head. Access to the area proposed for rezoning could be provided further south but contours here may make this more difficult. I note that there may be the potential to provide for some access through adjacent undeveloped sites.

Whilst walking and cycling infrastructure may reduce some traffic on the road we note that connectivity from County Road is poor. The PP20 project provides some infrastructure with a shared path along Rahui Road and a footpath from the Rahui Road / County Road junction to number 12 County Road, but any future rezoning must ensure that the linkages into these footpaths and shared footpaths are created. This is particularly important given the location of the proposed rezoning in relation to both the town centre and local schools including Waitohu Valley School and Ōtaki College. However, it should also be noted that the gradient of the bridge over Rahui Road as part of PP20 does not comply with mobility standards. This may also apply to foot linkage from the north end of County Road to Main Road Ōtaki.

There are also currently no bus services in the vicinity of the proposed rezoning area and so this would need to be considered within the context of providing alternative transport modes to reduce the impact of additional traffic on County Road.

In addition, the increased traffic could create a potential adverse effect on the amenity values of the residents of 12-40 County Road. These five properties are proposed to remain in a rural plains zoning and will experience large increases in traffic if all the traffic generated from the proposed rezoning can only use County Road for access.

Some of these issues may also be addressed if alternative accesses were provided into the area proposed for rezoning as part of a subdivision application or as conditions of consent.

It would also be prudent to consider any future proposed subdivision for all of 46-66 County Road in its entirety so that capacity on the network and intersection with Rahui Road is not eroded in a piecemeal fashion such that some of the expected lots cannot be delivered without significant investment falling on a relatively small development. Our current development contributions policy enables contributions towards a district wide pot, which could mean that contributions from this proposed rezoning are lost to other projects within the District. This could be addressed through Structure Plan based process where the roading requirements could be identified and delivered by the developer. Other funding methods could include a development agreement, which is also enabled by our development contributions policy, and this would



allow the roading contributions from any new developments in this rezoning to be directly attributed to roading improvements required by the permitted increase in activity.

**Recommendation**

It is recommended, if this area is to be rezoned, that a full traffic impact assessment is undertaken for subdivisions of more than 6 lots as part of the subdivision application. This assessment will inform future improvements to the road environment.

**Conclusion**

In conclusion, there are some issues that will need to be addressed some of which may require investment from future developers but it is not considered that these are insurmountable and these issues can be addressed at the time of subdivision of the land.

Suzanne Rushmere  
Roading Network Planner

**Commissioners' Recommendation**

**PROPOSED VARIATION 3  
COUNTY ROAD OTAKI – LOW DENSITY PRECINCT  
KAPITI COAST DISTRICT PLAN**

**Report and Recommendation of J Holborow, M Pomare and M St.Clair  
Acting as Commissioners appointed by the  
Kapiti Coast District Council pursuant to Section 34A of the  
Resource Management Act 1991**

*Variation 3 to the Kapiti Coast Proposed District Plan:  
County Road Otaki Low Density Precinct  
Commissioners' Report and Recommendation*

---

## 1. INTRODUCTION

### **Context**

- 1.1 We were appointed by the Kapiti Coast District Council (KCDC) to hear submissions to, and to consider and make a recommendation on, Variation 3 (the Variation), which varies the zoning at 46-66 County Road, Otaki, from Rural Plains Zone under the proposed Kapiti Coast District Plan to Residential Zone with a County Road Otaki Low Density Precinct overlay.
- 1.2 The Variation has some history, which we will address in due course. The Variation derives from an appeal to the decisions of Council as to the proposed Kapiti Coast District Plan. The Variation has been the subject of a "Section 32" report, consultation with landowners and occupiers, and of course the recent public notification and hearing process, culminating in this report.
- 1.3 Before discussing the details of the Variation and the submissions to it, there are some procedural issues that we need to address.

### **Report Outline**

- 1.4 Having familiarised ourselves with the Variation, including the Section 32 Report and other background material; and having read all submissions, undertaken a site visit, conducted the hearing and heard from the Council officers and submitters, we hereby record our recommendations. In this respect, this report is divided into the following parts:

#### (a) Background/Variation Outline:

This section includes an outline of the background to the Variation, including the sequence of events leading to this report. It also outlines the main components of the Variation including an overview of the purpose. This background section provides the relevant context to considering each of the submissions to the Variation.

#### (b) Evaluation of Issues:

This section initially sets out the preliminary statutory requirements under the Resource Management Act 1991 (the RMA) that govern the decision making process in regard to the Variation. We then go on to record the various submissions received to the Variation, outline the concerns of the submitters to the Variation, and, where relevant, amplify on the evidence/statements presented at the hearing. We then undertake an assessment of the aspects of each of the submissions or

*Variation 3 to the Kapiti Coast Proposed District Plan:**County Road Otaki Low Density Precinct**Commissioners' Report and Recommendation*

groups of submissions and conclude with a recommendation. We conclude having regard to the necessary statutory considerations.

- 1.5 In referring to the submissions throughout the report, we have used the numbering for the submission as identified in Section 5 of the Section 42A Report Background and Process prepared by Ms. Emily Thomson for KCDC, dated 14 November 2019. By way of example, (S1) refers to Submission number '1', and (FS1) refers to Further Submission '1'.

## **2. BACKGROUND**

### **Procedural Sequence**

- 2.1 The background to the Variation is set out in full in the Officer's Report and the proposed Variation documentation, and is held on the Council file. Hence we will not repeat that in detail here.
- 2.2 The Variation resulted from an appeal to the decisions on the proposed District Plan (decision released 22 November 2017) in relation to the use of 66 County Road for residential activities. The Variation was publicly notified on 3 July 2019 with the submission period closing on 2 August 2019. Five submissions were received during that time. There were no late submissions. The summary of those submissions was notified on 28 August 2019, with the period for further submissions closing on 11 September 2019. Two further submissions were received.
- 2.3 Prior to the hearing commencing on 4 December 2019, we issued a minute, dated 31 October 2019, setting out directions for the pre-circulation of the Section 42A Report (s42A Report), submitter's expert evidence, and conferencing between experts. We record that the Section 42A report was pre-circulated in accordance with those directions and that we did not receive any expert evidence from submitters.
- 2.4 Copies of this and other minutes were circulated to all parties and are held on Council's file.
- 2.5 On 4 December 2019, we undertook a site visit of the area subject to the proposed Variation and surrounding area, advising the parties at the commencement of the hearing that we had done so.

### **The Hearing**

- 2.6 The hearing was convened on the 4 December 2019 at the Rotary Hall, 25 Aotaki Street, Otaki. We heard from the following people during the course of the hearing:



*Variation 3 to the Kapiti Coast Proposed District Plan:**County Road Otaki Low Density Precinct**Commissioners' Report and Recommendation**Submitters*

- Mr. D Hedger, Director of Hedger Greenhouse Limited (HGL), owner of 66 County Road, Otaki – S5 and FS2

*Council Officers*

- Ms. E Thomson, Policy Planner for KCDC – s42A Reporting officer
- Mrs. S Rushmere, Roding Network Planner for KCDC
- Mr. T Mbona, Stormwater/Coastal Engineer for KCDC

- 2.7 The hearing commenced with a presentation by the reporting officer Ms. Thomas, introducing the Section 42A Report, outlining matters that had changed since the receipt and distribution of the Section 42A report. We then heard from Mrs. Rushmere, Mr. Mbona and Ms. Thomson as to the details addressed in their various reports. We then heard from the submitter, Mr. Hedger. We record that Mr. Hedger personally spoke to his submission and further submission. Towards the end of his presentation we allowed, at the request of Mr. Hedger, for Mr. B Holmes a planner with the firm Landmatters to respond to some of our questions. At that time, we confirmed with both Mr. Hedger and Mr. Holmes, that Mr. Holmes responses would not be considered expert evidence as no such evidence had been pre-circulated in accordance with our first minute.
- 2.8 We exercised the opportunity to question all persons present.
- 2.9 Having heard from the parties, we adjourned the hearing at 11.40am on Wednesday 4 December 2019 indicating that we wished to have the reply statement from Ms. Thomson by Friday 13 December 2019.
- 2.10 In the afternoon of 4 December 2019, we received an email from the Hearing Administrator, advising that Ms. K Shufflebotham (S1), of 46 County Road, Otaki sent an email to Council on 2 December 2019, requesting an amendment to her submission. The amendment to the submission sought that 46 County Road remain zoned Rural Plains rather than being rezoned Otaki Low Density Precinct. The email from Ms. Shufflebotham did not provide any further reasons as to the request for retaining the Rural Plains zoning.
- 2.11 As a matter of fairness we needed to understand if this request was within scope of the submission, giving submitters and further submitters the opportunity to provide input on the request, and to provide officers the opportunity to assess the implications, if any, to the Variation. There would be some cost in reconvening the hearing. So with that in mind, we issued a Minute #2 dated 4 December 2019, giving all the parties the opportunity for input and requesting that the right of reply be filed in writing on 20 December 2019.

*Variation 3 to the Kapiti Coast Proposed District Plan:**County Road Otaki Low Density Precinct**Commissioners' Report and Recommendation*

- 2.12 In line with the timeframes set out in Minute #2, we received from Ms. Shufflebotham an explanation as to the change in her submission and from Ms. Thomson in the reply statement. We record that we did not receive any additional material from any other submitters or further submitters. All this material received was distributed to all parties.
- 2.13 Having considered that we had received all the required information, we closed the hearing on 24 December 2019, by way of a minute. (Minute #3).

**Submission Scope and Amendments**

- 2.14 In the Section 42A Report, Ms. Thomson set out her view that part of the submission by Hedger Greenhouse Ltd (HGL) (S5) was out of scope of the Variation<sup>1</sup>. The submission sought;

*"Deletion of the area being described as a surface water flow Flood Hazard Area; Reasons: the area is not subject to flooding and any issues of surface water are more related to current infrastructure issues in Te Manuao Road. Any surface water flow is a result of infrastructure not a flood hazard."*

- 2.15 Ms. Thomson notes that the Variation itself is not on or about flood hazards and that issue of flood hazard is wider than the properties affected by the Variation. Mr. Mbona also confirmed in response to our questions that there was no proposal to amend the flood notation as part of the Variation.
- 2.16 At the hearing, in response to our questions, Mr. Hedger stated that he did not have any issue with the officers' assessment and although he was still concerned with what causes surface flooding in the wider area, the issue was not relevant to the hearing or Variation. Mr. Holmes also clarified for us that, as to this matter Mr. Hedger no longer had any issue as a landowner.
- 2.17 We heard no other evidence on this matter.
- 2.18 In terms of a finding on this matter, we concur with Ms. Thomson that that aspect of the submission is not on the Variation. While not referenced in submissions or evidence we observe that this would be consistent with case law<sup>2</sup>. Other submissions relating to stormwater we address in paragraphs 3.22 to 3.28 below.
- 2.19 The submission of Ms. K Shufflebotham, owner of 46 County Road (S1), did not indicate either support or opposition to the Variation.<sup>3</sup> As we identified in paragraph 2.10 above, on 4 December 2019 we received an email from Ms. Shufflebotham, amending her submission to

<sup>1</sup> S42A Hearing Report, Paras 51-57

<sup>2</sup> See Palmerston North City Council v Motor Machinists Ltd [2013] NZHC 1290

<sup>3</sup> S42A Hearing Report, Para 69

*Variation 3 to the Kapiti Coast Proposed District Plan:**County Road Otaki Low Density Precinct**Commissioners' Report and Recommendation*

seek that her property not be rezoned to Residential - County Road Otaki Low Density Precinct. The reasons expressed by Ms. Shufflebotham for the amended relief were, as also set out in her original submission, that she wished to retain the ability to keep a range of domestic and farm animals on her property, including bees.

- 2.20 In reply, Ms. Thomson considered that Ms. Shufflebotham's request was a modified version of her original submission and therefore still within the scope of the original submission.<sup>4</sup> We received no additional information from any other party in relation to Ms. Shufflebotham's request.
- 2.21 On the material before us, we find that Ms. Shufflebotham's request is within the scope of her original submission. Having dealt with the scope issue, we addressed the substantive matter of the submission request in paragraphs 3.0 – 3.17 below.

**Outline of Variation**

- 2.22 As mentioned above, the purpose of the Variation is set out fully in the Variation documentation<sup>5</sup> which is held on the Council file. We found the Section 32 evaluation to provide the best summary of the purpose of the Variation, which is as follows;

*"3. The purpose of this proposed plan variation is to facilitate appropriate residential development on 46-66 County Road in Ōtaki. County Road is a small road, which will be turned into a cul-de-sac as a result of the construction of the Peka Peka to Ōtaki Expressway. Maps of the area and the affected properties are included as Appendix 1.*

*4. This variation has resulted from an appeal to the Proposed District Plan in relation to the use of 66 County Road for residential activities. The scope of the variation is proposing the rezoning several adjoining properties (46-66 County Road), as adjoining property owners indicated they would also like their land to be considered for rezoning alongside 66 County Road during the consultation process.*

*5. The decision version of the Proposed District Plan zones the land at County Road as Rural Plains. This zone allows for subdivision as a restricted discretionary activity, provided it creates lots with a minimum average area of 6 hectares across the subdivision and a minimum individual lot area of 1 hectare.*

<sup>4</sup> Reply Statement, Para 7

<sup>5</sup> Section 42A (S42A) Hearing Report

## Variation 3 to the Kapiti Coast Proposed District Plan:

## County Road Otaki Low Density Precinct

## Commissioners' Report and Recommendation

- 
6. *This plan change proposes that a small number of properties at County Road be rezoned from Rural Plains to a newly created "Otaki Low Density Precinct". It proposes that this precinct has the following controls:*
- a. the minimum average lot area for the subdivision shall be 700m<sup>2</sup>;*
  - b. the number of residential lots created by subdivision of the land contained in Lot 37 DP1429 shall not exceed 20 (including any balance of Lot 37 DP1429);*
  - c. the protection of ecological site (K212) shall be secured via an encumbrance on the new lots within which K212 is located; and*
  - d. an integrated traffic assessment must be undertaken for all subdivisions creating more than six lots with vehicle access only onto County Road."*
- 2.23 The documentation forming the Variation, includes a schedule of the changes to the proposed Kapiti Coast District Plan, Volume 1 provisions and Volume 2 Maps. We note that the documentation also included an evaluation report under Section 32 of Resource Management Act 1991, which we refer to as the Section 32 Report.
- 2.24 In reviewing the Variation itself, we noted that Table 5A.3 Restricted Discretionary Activities, Standard, Minimum and average lot sizes, 2 h) re-lettered as i) read as follows:
- i) ~~h)~~ for all other land in the Residential Zone or Beach Residential Zone where the land to be subdivided is greater than 3,000m<sup>2</sup> in size:*
- i. at least 50% of all front lots in the subdivision shall have a minimum lot area of 550m<sup>2</sup> and at least 25% of all front lots in the subdivision shall have a minimum lot area of 700m<sup>2</sup>; and*
  - ii. at least 50% of all rear lots in the subdivision shall have a minimum lot area of 650m<sup>2</sup> (exclusive of access) and at least 25% of all rear lots in the subdivision shall have a minimum lot area of 800m<sup>2</sup> (exclusive of access);*
- 2.25 Firstly, we note that above standard, while included in the Variation is not proposed to be amended by the Variation, other than a consequential re-lettering. Secondly, we note that in the proposed Kapiti Coast District Plan, Volume 1, Appeals Version March 2018, Table 5A.3 Restricted Discretionary Activities, Standard, Minimum and average lot sizes, 2 h), states;

*Variation 3 to the Kapiti Coast Proposed District Plan:**County Road Otaki Low Density Precinct**Commissioners' Report and Recommendation*


---

*h) for all other land in the Residential Zone or Beach Residential Zone where the land to be subdivided is less than 3,000m<sup>2</sup> in size:*

- i. the minimum lot area shall be 450m<sup>2</sup> (exclusive of access); and*
- ii. the minimum average lot area for the entire subdivision shall be 600m<sup>2</sup> (exclusive of access);*

2.26 Finally, we note that there no submissions on this provision.

2.27 This is clearly an error in the preparation of the Variation as to the wording of Table 5A.3 Restricted Discretionary Activities, Standard, Minimum and average lot sizes, 2 h). We recommend that Council correct the Variation as notified to reflect the wording in the Kapiti Coast District Plan, Volume 1, Appeals Version March 2018. We have made this correction in **Appendix 2** attached, noting that it is not specifically identified in anyway.

### 3. EVALUATION OF ISSUES

3.1 For the purposes of this evaluation, we have generally adopted the format for consideration of submissions as set out in the s42A Report by grouping our discussion of the submissions and the reasons for accepting, rejecting, or accepting them in part by the matters to which they relate<sup>6</sup> – rather than assessing each issue on a submitter by submitter basis.

3.2 In addition, we have provided a submission topic and submitter-by-submitter summary of decisions requested in **Appendix 1**, which includes our recommendation on each specific relief point sought.

3.3 Our discussion of the issues is as follows:

- Issue 1 – General Rezoning Issues
- Issue 2 – Traffic and Access
- Issue 3 – Impact on Existing Rural Activities
- Issue 4 – Impact on Neighbours' Amenity Values
- Issue 5 – Stormwater
- Issue 6 – Impacts on Heritage Features and Trees

---

<sup>6</sup> Clause 10 (2)(a) of Schedule 1 of the RMA



*Variation 3 to the Kapiti Coast Proposed District Plan:**County Road Otaki Low Density Precinct**Commissioners' Report and Recommendation***Preliminary Statutory Framework**

- 3.4 Before addressing the evaluation of the individual issues, we set out in summary the relevant statutory matters that our evaluation covers, recording that these were identified in the reply statement of Ms. Thomson<sup>7</sup>.
- 3.5 These matters, having been derived from the Environment Court's Colonial Vineyards decision<sup>8</sup>, include the following considerations:

**General Requirements:**

- a. the District Plan should be designed in accordance with<sup>9</sup>, and assist the Council to carry out, its functions<sup>10</sup> so as to achieve the purpose of the Act;<sup>11</sup>
- b. when preparing/changing the District Plan, the Council must:
  - i. give effect to any NPS<sup>12</sup>, the NZCPS<sup>13</sup> or any RPS<sup>14, 15</sup>
  - ii. have regard to any proposed RPS;<sup>16</sup>
  - iii. have regard to any management plans and strategies under any other Acts and to any relevant entry on the NZ Heritage List and to various fisheries regulations (to the extent relevant), and to consistency with plans and proposed plans of adjacent authorities;<sup>17</sup>
  - iv. take into account any relevant planning document recognised by an iwi authority;<sup>18</sup>
  - v. not have regard to trade competition;<sup>19</sup>
  - vi. be in accordance with any regulation;<sup>20</sup>
- c. in relation to regional plans:
  - i. the District Plan must not be inconsistent with an operative regional plan for any matter specified in s30(1) or any water conservation order;<sup>21</sup> and
  - ii. shall have regard to any proposed regional plan on any matter of regional significance;<sup>22</sup>
- d. the District Plan must also state its objectives, policies and the rules (if any) and may state other matters;<sup>23</sup>
- e. the Council has obligations to prepare an evaluation report in accordance with section 32 and have particular regard to that report;<sup>24</sup>

<sup>7</sup> Ms. Thomson, Right of Reply Statement

<sup>8</sup> Colonial Vineyard Ltd v Marlborough District Council, [2014] NZEnvC 55

<sup>9</sup> S74(1), RMA

<sup>10</sup> S31, RMA

<sup>11</sup> SS 72, 74(1), RMA

<sup>12</sup> National Policy Statement

<sup>13</sup> New Zealand Coastal Policy Statement (NZCPS)

<sup>14</sup> Regional Policy Statement for the Wellington Region (as it would apply to Variation 3 before us)

<sup>15</sup> S75(3)(a)-(c), RMA

<sup>16</sup> S74(2), RMA

<sup>17</sup> S74(2)(b)-(c), RMA

<sup>18</sup> S74(2A), RMA

<sup>19</sup> S74(3), RMA

<sup>20</sup> S74(1)(f), RMA

<sup>21</sup> S75(4), RMA

<sup>22</sup> S74(2)(a), RMA

<sup>23</sup> S75(1)-(2), RMA

*Variation 3 to the Kapiti Coast Proposed District Plan:**County Road Otaki Low Density Precinct**Commissioners' Report and Recommendation*

- f. the Council also has obligations to prepare a further evaluation report under s32AA where changes are made to the proposal since the s32 report was completed;

**Objectives**

- g. the objectives of the Variation are to be evaluated to the extent which they are the most appropriate way to achieve the Act's purpose;<sup>25</sup>

**Provisions**

- h. the policies are to implement the objectives, and the rules (if any) are to implement the policies;<sup>26</sup>
- i. each provision is to be examined as to whether it is the most appropriate method for achieving the objectives of the KCDC proposed District Plan, by:
- i. identifying other reasonably practicable options for achieving the objectives;<sup>27</sup>
  - ii. assessing the efficiency and effectiveness of the provisions in achieving the objectives<sup>28</sup>, including:
    - a) identifying and assessing the benefits and costs anticipated, including opportunities for economic growth and employment opportunities that may be provided or reduced;<sup>29</sup>
    - b) quantifying those benefits and costs where practicable;<sup>30</sup>
    - c) assessing the risk of acting or not acting if there is uncertainty or insufficient information about the subject matter of the provisions;<sup>31</sup>

**Rules**

- j. in making a rule, the Council shall have regard to the actual or potential effect on the environment of activities, including (in particular) any adverse effect;<sup>32</sup> and

**Other Statutes**

- k. the Council may be required to comply with other statutes

- 3.6 We note that the further evaluation under s32AA is required only in respect of any changes arising since the Variation was first notified and that it must contain a level of detail that corresponds to the scale and significance of the effects that are anticipated from the implementation of the provisions as amended. To this end we have assessed the appropriateness of any further amendments to the Variation in terms of s32AA within this report itself.

<sup>24</sup> Schedule 1, Part 2, Clause 22, RMA

<sup>25</sup> S32(1)(a), RMA

<sup>26</sup> S75(1), RMA

<sup>27</sup> S32(1)(b)(i), RMA

<sup>28</sup> S32(1)(b)(ii), RMA

<sup>29</sup> S32(2)(a), RMA

<sup>30</sup> S32(2)(b), RMA

<sup>31</sup> S32(2)(c), RMA

<sup>32</sup> S76(3), RMA

*Variation 3 to the Kapiti Coast Proposed District Plan:**County Road Otaki Low Density Precinct**Commissioners' Report and Recommendation*

- 3.7 In considering all of the matters above, we record that our recommendation is based upon our consideration of the following documents:
- the notified Variation and s32 evaluation,
  - the submissions and further submissions received,
  - the Council s42A report,
  - the statements/presentations from all parties appearing before us, and
  - the formal responses to the Minutes issued.
- 3.8 In terms of setting out our recommendations we have adopted the Table from Section 5 of the Section 42A Report and have annexed it to this report as to a summary of accept, accept in part, or reject. See **Appendix 1**.

**ISSUE 1 – General Rezoning**

- 3.9 A range of submissions addressed issues relating to General Rezoning matters including submissions from Ms. K Shufflebotham (S1), Mr. P Carr (S2), Mr. D Ledson (S3), Ms. A Hodgson (S4), and HGL (S5). Ms. Thomson, in the s42A Report, identified the relevant issues raised by submitters which we briefly summarise as follows:
- Ms. K Shufflebotham (S1) – Neither support or oppose<sup>33</sup>
  - Mr. P Carr (S2) – Support<sup>34</sup>
  - Mr. D Ledson (S3) – Neither support or oppose, but preference for situation to remain the same, noting traffic and stormwater issues<sup>35</sup>
  - Ms. A Hodgson (S4) – Support if access points amended<sup>36</sup>
  - HGL (S5) – Support – with amendment seeking that written approvals not be required and a review of the section 32 analysis was required<sup>37</sup>
- 3.10 Ms. Thomson set out a general analysis of this group of submissions noting that she would deal with the specific amendments as to access, traffic and stormwater later in her report<sup>38</sup>. In terms of the issues raised by HGL (S5)<sup>39</sup>, Ms. Thomson did not consider it appropriate to treat notification in the Low Density Precinct any differently to that in any

<sup>33</sup> S42A Report, Para 69<sup>34</sup> S42A Report, Para 70<sup>35</sup> S42A Report, Para Not numbered – top of Page 17<sup>36</sup> S42A Report, Para 71<sup>37</sup> S42A Report, Paras 62-73<sup>38</sup> S42A Report, Paras 74 - 75<sup>39</sup> S42A Report, Paras 74-82

*Variation 3 to the Kapiti Coast Proposed District Plan:**County Road Otaki Low Density Precinct**Commissioners' Report and Recommendation*

other residential zone and that it should remain to be determined on a case by case basis<sup>40</sup>.

- 3.11 As to the review of the Section 32 assessment sought by HGL (S5) which related to costs and benefits in relation to flood management and traffic, Ms. Thomson's view, in summary, was that those matters had been adequately addressed.
- 3.12 We do not address these matters in any further detail, for the reason that at the hearing Mr. Hedger amended his submission as to opposition of the flooding and traffic analysis and evidence from the Council officers. Mr. Hedger, in response to our questions, indicated that he was no longer opposed to the flood management provisions and conceded the need for an integrated traffic assessment in accordance with the provisions as notified, noting that the hearing was more about rezoning. Mr. Holmes speaking for Mr. Hedger confirmed our understanding of Mr. Hedger's position.

*Discussion and Findings*

- 3.13 Considering all the matters above, we agree with Ms. Thomson as to the general analysis of the submissions, the adequacy of the notification process and Section 32 evaluation, noting Mr. Hedger's amended position. We heard no other evidence on these matters.
- 3.14 We therefore recommend that;
- a) the submissions seeking the rezoning be approved as notified be accepted.
  - b) the submissions and further submissions seeking that the rezoning be approved with amendments be rejected.
  - c) the submission expressing a preference to retain the status quo be rejected.

**ISSUE 2 – Traffic and Access**

- 3.1 Three submissions raised concerns in relation to traffic, which we summarise as follows:
- Support for integrated traffic assessment for more than 6 lots. Mr. P Carr (S2) - opposed by HGL (FS2) and remove

---

<sup>40</sup> S42A Report, Para 76

*Variation 3 to the Kapiti Coast Proposed District Plan:**County Road Otaki Low Density Precinct**Commissioners' Report and Recommendation*

- 
- requirement for integrated traffic assessment for more than 6 lots. HGL (S5);
- Concern as to County Road's ability to safely and efficiently handle any material increase in traffic volumes without widening the road. (Mr. D Ledson (S3)) - opposed by HGL (FS2), Supported by R Higgott (FS1)
  - Access to new zone should be via any lots on 66 County Road through to Oriwa Crescent. (Ms. A Hodgson (S4) – opposed by HGL (FS2).<sup>41</sup>
- 3.2 At the hearing, in evidence and in her Section 42A Report, Mrs. Rushmore (Roading Network Planner for KDCDC) set out her views as to the need for an independent traffic assessment as a requirement for larger subdivision proposals to address safety issues relating to the narrow carriageway and lack of pedestrian facilities such as footpaths on County Road.<sup>42</sup>
- 3.3 Mrs. Rushmore, was also of the view that there was sufficient road reserve for the provision of a wider carriage, up to 5.5m in width, to provide for traffic, cycles and pedestrians, noting that this would apply regardless of whether there were 40 new lots or 60 new lots from any development of the precinct.<sup>43</sup>
- 3.4 Relying on Mrs. Rushmore's evidence, Ms. Thomson recommended that the submission points seeking to remove the requirement for an integrated traffic assessment for more than 6 lots, and the concerns as to carriageway width, be rejected.
- 3.5 During the hearing, we found helpful Mrs. Rushmore's responses to our questions as to the existing traffic environment and the future situation in relation to the New Zealand Transport Agency's Otaki to Pekapeka Project
- 3.6 As noted above, at the hearing, Mr. Hedger withdrew his opposition to the requirement for the integrated traffic assessment for subdivisions over 6 lots.
- 3.7 In addressing the submission of Ms. A Hodgson seeking vehicle access from 66 County Road, through to Oriwa Crescent, Ms. Thomson's view was that this was not an option open to us. The reason being that it required access across third party land and there was no agreement in place for such access. Ms. Thomson further advised that it was not appropriate for Council to require access across land that an applicant does not have control of.<sup>44</sup>

---

<sup>41</sup> S42A Report, Paras 87 - 94

<sup>42</sup> Hearing Evidence, Mrs. R Rushmore, Paras 4.2 – 4.4

<sup>43</sup> Hearing Evidence, Mrs. R Rushmore, Paras 3.2 – 3.4 and 4.7

<sup>44</sup> S42A Report, Para 96



*Variation 3 to the Kapiti Coast Proposed District Plan:**County Road Otaki Low Density Precinct**Commissioners' Report and Recommendation*

---

*Discussion and findings*

- 3.8 In considering all the material presented to us on this matter we concur with the expert evidence of officers that the integrated traffic assessment for more than 6 lots is appropriate and that the current width of the carriageway is not an impediment to the rezoning proposal. Similarly, we concur that it is not appropriate to require access across land owned by a third party, noting that that land is outside the area subject to the Variation.
- 3.9 We therefore recommend that;
- a) submissions supporting the inclusion of a transport assessment be accepted.
  - b) submissions and further submissions seeking to amend the Variation to remove the traffic assessment be rejected.
  - c) submissions requiring access from Oriwa Crescent only be rejected.

**ISSUE 3 - Impact on Existing Rural Activities**

- 3.10 S1 from Ms. K Shufflebotham, sought to ensure that existing rural activities including the keeping of farm animals could continue after the rezoning of the land. This was supported by HGL (FS2).
- 3.11 In the s42A Report, Ms. Thomson's view was that such activities could continue after the land was rezoned as per the Variation, noting that existing use rights would apply to Ms.Shufflebotham's property, within the limitations of section 10 of the Resource Management Act 1991<sup>45</sup>.
- 3.12 We addressed above the change in Ms. Shufflebotham's position to now seeking that her property at 46 County Road not be rezoned. We recorded above that the change in position was within scope of her submission<sup>46</sup>.
- 3.13 As to the rationale for the request for her property to be excluded from the rezoning, Ms. Shufflebotham's reasons were the same as those made in her original submission.
- 3.14 In reply, Ms. Thomson addressed the implications of the withdrawal of 46 County Road from the precinct, noting that the withdrawal of the property would make it more difficult to develop the precinct in a

---

<sup>45</sup> S42A Report, Paras 102-105

<sup>46</sup> See paragraph 2.21 of this report

*Variation 3 to the Kapiti Coast Proposed District Plan:**County Road Otaki Low Density Precinct**Commissioners' Report and Recommendation*

comprehensive manner and result in less housing<sup>47</sup>. Ms. Thomson also provided a Section 32AA analysis considering the exclusion of 46 County Road from the precinct<sup>48</sup>.

*Discussion and Findings*

- 3.15 Having carefully considered the s32AA assessment prepared by Ms. Thomson and the reasons put forward by Ms. Shufflebotham, we are not convinced that the exclusion of 46 County Road from the precinct is the appropriate planning response. We place weight on the Section 32 assessment for the Variation and find that the removal of 46 County Road from the precinct would not provide for a comprehensive planning approach within the geographical context of County Road and the surrounding environs.
- 3.16 Furthermore, the principle reason cited for requesting the exclusion of this property is the same as the original submission opposing the variation, namely concerns around the continuation of existing rural activities. As we have outlined above, we rely on the advice of Ms. Thomson that existing use rights could apply to Ms. Shufflebotham's property (within the limitations of section 10 of the Resource Management Act 1991<sup>49</sup>) regardless of whether the property was to be included within the Variation or not. However, this would not extend to new rural activities or to an increase in the scale and intensity of existing activities. There is a difference here between existing and future activities that the Variation cannot address.
- 3.17 We therefore recommend that;
- (a) submission S1 as it relates to 46 County Road being excluded from the rezoning be rejected.
  - (b) submission S1 and FS2 as they relate to continuation of existing rural activities be rejected in part

**ISSUE 4 – Impact on Neighbours' Amenity Values**

- 3.18 Mr. D Ledson (S3) raised concerns in relation to amenity issues, including privacy and quality of life, including the costs of any future fencing<sup>50</sup>. A further submission from HGL (FS2) opposed that original submission.
- 3.19 Ms. Thomson's view was that issues of privacy, between properties, was more appropriately addressed at the subdivision consent stage

<sup>47</sup> Reply Statement, Ms. E Thomson, Para 8

<sup>48</sup> Reply Statement, Ms. E Thomson, Appendix 5

<sup>49</sup> S42A Report, Paras 102-105

<sup>50</sup> s42A Report, Para 108

*Variation 3 to the Kapiti Coast Proposed District Plan:**County Road Otaki Low Density Precinct**Commissioners' Report and Recommendation*

and that fencing was not a RMA matter *per se*, although fence height is controlled under the District Plan<sup>51</sup>.

- 3.20 Ms. Thomson also advised that the subdivision provisions of the proposed Variation provide for the consideration of amenity effects under matters of discretion for subdivisions and that other matters such as construction effects were adequately controlled by other District Plan provisions<sup>52</sup>.

*Discussion and Findings*

- 3.21 We note that Mr. Ledson did not wish to be heard, so we were unable to further test his submission. Therefore, for reasons set out by Ms. Thomson above we recommend that;

- a) submissions expressing concerns about amenity values of neighbours be rejected.
- b) the submissions and further submissions seeking that the rezoning be approved be accepted.

**ISSUE 5 - Stormwater**

- 3.22 Three submissions raised concerns in relation to stormwater, which we summarise as follows:
- Concern as to surface water from one property to another (Ms. Shufflebotham S1);
  - Increased numbers of dwellings exacerbating risk of stormwater issues (Mr. D Ledson S3)
  - Stormwater ditch maintenance issues (Mr. A Hodgson S4)
- 3.23 All of the submissions above were opposed by HGL (FS2).
- 3.24 Mr. Mbona for KCDC provided responses to the submissions in evidence, noting that stormwater is controlled for subdivisions to ensure that any development requires attenuation so as not to exceed pre-development volumes<sup>53</sup>; that flood risk is separately controlled under the District Plan<sup>54</sup>, and that maintenance of stormwater systems is also controlled by conditions of consent<sup>55</sup>.
- 3.25 Relying on Mr. Mbona's evidence, Ms. Thomson recommended that the submissions as to concerns relating to stormwater be rejected<sup>56</sup>.

---

<sup>51</sup> S42A Report, Para 110 - 112

<sup>52</sup> S42A Report, Paras 113 - 115

<sup>53</sup> Hearing Evidence, Mr. T Mbona, Paras 4.2 – 4.3

<sup>54</sup> Hearing Evidence, Mr. T Mbona, Para 4.4

<sup>55</sup> Hearing Evidence, Mr. T Mbona, Para 4.5

<sup>56</sup> S42A Report, Para 126

*Variation 3 to the Kapiti Coast Proposed District Plan:**County Road Otaki Low Density Precinct**Commissioners' Report and Recommendation*

- 3.26 At the hearing, Mr. Mbona helpfully provided clarification to a number of our questions relating to the background s32 Report, the hydrological situation around the proposed precinct, and details of the Council's works programme as to flood management.

*Discussion and findings*

- 3.27 In considering all the material presented to us on this matter, we concur with the expert evidence that stormwater is adequately addressed through the existing provisions in the District Plan. We note that as part of the Section 32 Report, Wellington Regional Council were consulted and they were satisfied with the provisions as to stormwater and flooding.
- 3.28 Adopting the reasoning set out above, we recommend that the submissions expressing concerns about stormwater be rejected.

**ISSUE 7 – Impacts on Heritage Features and Trees**

- 3.29 The submission from Ms. A Hodgson (S4) raised concern as to the potential upgrade of the driveway on the access to 66 County Road, "... *would endanger the root systems of the 3 Heritage Listed Oak trees which border the driveway.*"
- 3.30 Ms. Thomson confirmed that the trees are identified in the District Plan and that in her view the existing rules in Chapter 10 adequately provide for the protection of the trees<sup>57</sup>. Ms. Thomson, in response to our questions at the hearing, further clarified that this protection relates to trees both above and below ground, including disturbance to the root systems.

*Discussion and findings*

- 3.31 We concur with Ms. Thomson that the Proposed District Plan rules adequately address this issue and as such we recommend that this aspect of the submission be rejected.

**4. STATUTORY CONSIDERATIONS**

- 4.1 Drawing on our consideration of the Variation material, the submissions and further submissions, and the evidence presented at the hearing, this section of our report addresses the statutory requirements outlined at the beginning of Section 3 above.

We have adopted a thematic approach to presenting our findings in this respect, using the Colonial Vineyards criteria as a guide. In particular, we rely on (and do not repeat) the detailed reasoning in Section 3 in

---

<sup>57</sup> S42A Report, Paras 130 - 131

*Variation 3 to the Kapiti Coast Proposed District Plan:**County Road Otaki Low Density Precinct**Commissioners' Report and Recommendation*

providing what is essentially a 'high level' response to the criteria and questions prompted by the Colonial Vineyards case. We record that in submissions and in evidence that no submitters provided expert planning evidence to challenge the effectiveness of the provisions<sup>58</sup> in giving effect to the higher order documents or to the appropriateness of the objectives in achieving the purpose of the RMA, or the appropriateness of the provisions in achieving the objectives. Therefore, for the most part, we rely on the views of Ms. Thomson as the basis for determining the statutory considerations of relevance to this Variation.

***Are the proposed objectives the most appropriate way to achieve the purpose of the Act?***

- 4.2 The Variation does not include any new objectives, rather the provisions of the Variation are derived from the existing residential objectives in the proposed District Plan. Therefore, in our view, with no objectives being proposed, such an assessment is not required.

***Are the provisions the most appropriate way to implement the "objectives," having regard to their efficiency and effectiveness, actual and potential environmental effects and reasonable alternatives?***

- 4.1 In relation to our consideration of provisions, we note that the Variation does not contain any new policies, relying instead on existing policies within the Proposed District Plan. However, the Variation does include new rules and planning maps. An assessment of the rules as to the policies and objectives is detailed in the accompanying Section 32 report<sup>59</sup>. We find that the proposed provisions have been explicitly designed to be effective and efficient in implementing the proposed objectives of the Plan and that they also align with the policies.
- 4.2 Our evaluation in Section 3 finds that the rules effectively and efficiently implement the already established policy direction through a range of activities, standards and resource consent requirements that apply to the County Road Otaki Low Density Precinct. In addition, having considered the evaluation of the rules themselves<sup>60</sup>, we find that the maximum number of lots, protection of the ecological site, and integrated traffic assessment requirements are crucial to the effective implementation of the policy direction.
- 4.3 As described in the issue evaluation above, no amendments to the provisions arising since notification have been made for the purposes of improving clarity and/or effective implementation.

<sup>58</sup> We record that the Variation does not contain any new objectives.

<sup>59</sup> Section 32 Report, Pages 12 - 17

<sup>60</sup> Section 32 Report, Pages 21 - 22



*Variation 3 to the Kapiti Coast Proposed District Plan:  
County Road Otaki Low Density Precinct  
Commissioners' Report and Recommendation*

---

- 4.4 We have also assessed alternative methods to implement the Variation, as proposed by some submitters and identified in the Section 32 Report<sup>61</sup>. However, we find that alternative methods are generally less effective and/or efficient in the implementation of the objectives.
- 4.5 For these reasons, we find that the proposal is more appropriate than the status quo, being Rural Plains Zone, at achieving the Plan's proposed objectives on the whole.

***Is the Variation designed to accord with, and assist the Council to carry out its functions so as to achieve the purpose of the Act?***

- 4.6 Variation 3 involves the establishment of methods to achieve integrated management of the effects of the use, development, or protection of land and associated natural and physical resources for the County Road Otaki Low Density Precinct adjoining the township of Otaki. In addition, the Variation aims to control the actual or potential effects of the use, development, or protection of land particularly in relation to compatibility with adjoining established residential to the north and the enabling of development whilst preserving the ecological site (K212).
- 4.7 Accordingly, we find that the Variation is designed to accord with and assist the Council to carry out its s31 functions.

***Does the Variation give effect to any NPS or the NZCPS?***

- 4.8 The National Policy Statement for Urban Development Capacity (NPS-UDC) is the only NPS that is directly relevant to the Variation.
- 4.9 We consider the focus of the NPS-UDC on encouraging additional urban development capacity is provided for by way of the Variation. In addition, in the s42A Report, Ms. Thomson considered that the NPS – UDC is implemented through the opportunity provided for additional housing in the Otaki area and that the area can be serviced with adequate infrastructure.<sup>62</sup> We concur with this view and consider that there are no additional amendments required to give effect to the NPS – UDC beyond the notified provisions.

***Does the Variation give effect to the Regional Policy Statement?***

- 4.10 As noted above, no party contended that the Variation does not give effect to the Regional Policy Statement (RPS). We contrast this with the

---

<sup>61</sup> Section 32 Report, Page 17 - 20

<sup>62</sup> S42A Report, Para 38

*Variation 3 to the Kapiti Coast Proposed District Plan:**County Road Otaki Low Density Precinct**Commissioners' Report and Recommendation*

evaluation in the Section 32 Report for the Variation, which sets out reasons as to how the proposal is aligned with the RPS.

***Is the Variation consistent with any regional plans or proposed regional plans?***

- 4.11 No party challenged the consistency of the Variation with the Greater Wellington Proposed Natural Resources Plan or the operative Regional Plans. This is not surprising given the separate functions of regional councils and territorial authorities as set out under s30 and s31 of the RMA. With no evidence to the contrary, we consider that the Variation is not inconsistent with the Greater Wellington regional plans or proposed regional plan.

***What (if any) regard should be given to relevant management plans and strategies under other Acts, including any relevant entry in the Historic Places Register?***

- 4.12 We acknowledge that the Section 32 Report identifies the proposed Ngati Raukawa Otaki River and Catchment Iwi Management Plan (2000) as having some relevance to the site, noting the Variation is generally aligned with the principles outlined in the Iwi policy statement. In response to our questions and in reply<sup>63</sup>, Ms. Thomson also clarified that iwi consultation had occurred in relation to the proposal.
- 4.13 The Section 32 Report further identified the KCDC Development Management Strategy (2006) and the KCDC Greater Ōtaki Vision (2005) as relevant to the Variation; noting that the Variation is consistent with the intent of the strategy and similarly that the proposal will consolidate the residential zone on the Otaki Plateau in line with the vision statement<sup>64</sup>.
- 4.14 In our evaluation, and for the reasons set out above, we find the Variation is consistent with the overall direction set out in the identified plans and strategies above.

***To what extent does the District Plan need to be consistent with the plans or proposed plans of adjacent territorial authorities?***

- 4.15 The proposal, at the closet point, is some distance from the adjacent the territorial authority boundary of Horowhenua District Council. We are satisfied that the proposal does not need to be consistent with the Horowhenua District Plan, given the connectedness of the proposal to the residential land on the Otaki Plateau.

<sup>63</sup> Reply Statement, Para 2.2

<sup>64</sup> Section 32 Report Paras 43 – 44

*Variation 3 to the Kapiti Coast Proposed District Plan:*

*County Road Otaki Low Density Precinct*

*Commissioners' Report and Recommendation*

## 5. OVERALL RECOMMENDATION

5.1 Pursuant to the powers delegated to us by the KDCDC under s34A of the RMA 1991; and based on our consideration of all the material before us, including the Section 42A report, submissions, further submissions, evidence presented at the hearing and following consideration of the requirements of Section 32 and other relevant statutory matters, we recommend to the Council that:

(a) the Variation be accepted as notified (set out in **Appendix 2**) and that all submissions on the Variation be accepted or rejected to the extent set out above (and summarised in **Appendix 1**); and

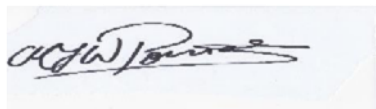
(b) pursuant to Clause 10 of the First Schedule of the Resource Management Act 1991, Council give notice of its decision on submissions to Variation 3.



M St.Clair  
Independent Hearing Commissioner (Chair)



J Holborow  
Independent Hearing Commissioner



M Pomare  
Independent Hearing Commissioner

21 February 2020

## Appendix 1 – Panel Recommendations

### Summary of Submissions for Variation 3 – County Road, Otaki Low Density Precinct

Submission Number	Name	Support/ oppose/ seek amendment	Decision sought	Further submission	Recommendation
1	K Shufflebotham	<b>Original Position:</b> Not stated.	To make sure that surface water does not come onto the property from other properties  Would like to make sure that I can keep my sheep, chooks, horses, donkeys or any other livestock also bees.	FS2 support in part and oppose in part	Accept in part  Reject in part
		<b>Amended position:</b> Oppose.	<b>Amended position:</b> seeking that rezoning not apply to 46 County Road, Otaki		<b>Amended position:</b> Reject
2	P Carr	Support  Reasons  <i>It is only reasonable that any subdivision creating more than six lots with vehicle</i>	The proposal Variation 3 to rezone 46-66 County Road from Rural Plains to residential zoning in a new 'County Road Otaki Low Density Precinct be accepted.	FS2 support in part and oppose in part	Accept

Page 22

Submission Number	Name	Support/ oppose/ seek amendment	Decision sought	Further submission	Recommendation
		<p><i>access only onto County have an integrated traffic assessment Road.</i></p> <p><i>I don't subscribe to the alarmist view that 60 new lots might be created but can see that planning should take account of the possibility.</i></p> <p><i>Looking at the locality and the surrounding area it seems unreasonable that the area to the north and west is zoned residential and able to be sub-divided, whilst the top end of County Rd is not.</i></p>			
3	D Ledson	<p>I neither support the proposal nor am I vehemently against it; although I would prefer that there be no change.</p> <p>The reasons for my position include:</p> <ul style="list-style-type: none"> <li>a. Given that our house is located near to the eastern(rear) boundary of 60 County Road there will, inevitably, be a negative impact on our privacy</li> </ul>	<p>I do not expect there to be any changes to the proposal as a consequence of this submission, but it would be comforting to be assured that any residential development of the area would be subject to a rigorous consenting process</p>	<p>FS1 Support</p> <p>FS2 Oppose</p>	Accept in part



Submission Number	Name	Support/ oppose/ seek amendment	Decision sought	Further submission	Recommendation
		<p>and, so, without wishing to overstate it, our quality of life.</p> <p>b. Storm water run off has been an issue with the current density of housing/property development. I'm concerned that without effective consenting controls, increased numbers of domestic dwellings will exacerbate the risk to my property and dwellings.</p> <p>c. The fence between 60 and 66 County Road, that is, along our eastern boundary, is currently a simple one located inside the 66 County Road boundary. Any development of 66 County Road into residential lots may result in us incurring substantial costs in erecting new fences along our common boundary.</p> <p>d. Given the relatively severe limitations around the use of County Road while expressway related work has been conducted in the vicinity, it is very difficult to believe that it will be able to <u>safely and efficiently</u> handle any material increase in traffic</p>	<p>which will ensure that both the Council and developer can be effectively held accountable for any unreasonable/unfair decisions each may make.</p>		

Submission Number	Name	Support/ oppose/ seek amendment	Decision sought	Further submission	Recommendation
		<p>volumes without widening the road.</p> <p>e. Unfortunately, from my perspective, mitigating my concerns is not achieved by anything in the proposal but by the consenting processes and terms attached to any residential development – and I have no visibility of what these might be. Furthermore, I note that the record of Councils in this area in recent years has been a mixed one.</p>			
4	A Hodgson	<p>Support with the proviso that access to the proposed 20 lots on 66 County Road be via Oriwa Crescent.</p> <p>Reasons:</p> <p>The current driveway borders the entire length of my property and the increase in traffic would substantially adversely affect my environment.</p> <p>Any increase in traffic would require the current driveway of 66 to be lowered to</p>	Decision regarding access to 66 County road	FS2 support in part and oppose in part	Reject

Submission Number	Name	Support/ oppose/ seek amendment	Decision sought	Further submission	Recommendation
		<p>not allow stormwater to run onto my property. This would endanger the root systems of the 3 Heritage Listed Oak trees which border the driveway.</p> <p>Provision would have to be made for the maintenance of the stormwater ditch which runs along my entire boundary. The owner of 66 sprays and I clear oak leaves from this ditch. Who will maintain the ditch which carries water not only from 66 but also from Te Manuau Road?</p>			
5	Hedger Greenhouse Limited	<p>Support and seek amendments</p> <p>Supports:</p> <ul style="list-style-type: none"> <li>• Rezoning the property to residential;</li> <li>• The inclusion of a 'County Road Otaki Low Density Precinct'; and</li> <li>• The variation process to give effect to the intent to provide for residential development of the area of land within the precinct.</li> </ul> <p>Support is subject to seeking:</p> <ul style="list-style-type: none"> <li>• Deletion of the area being described as a surface water flow Flood Hazard Area;</li> </ul>	Approve the variation subject to amendments sought.	N/a	Accept in part

Submission Number	Name	Support/ oppose/ seek amendment	Decision sought	Further submission	Recommendation
		<ul style="list-style-type: none"> <li>• Deletion of provision h)iv.</li> <li>• Provision for subdivision of the submitters land and the other land in the Precinct on a non-notified basis by adding specific rules and standards exempting subdivision of the land (and associated infrastructure provision/earthworks) from obtaining written approvals under s95 of the RMA;</li> <li>• Review and re-issue the section 32 analysis.</li> </ul> <p>Reasons</p> <ul style="list-style-type: none"> <li>• The area is not subject to flooding and any issues of surface water are more related to current infrastructure issues in Te Manuao Road. Any surface water flow is a result of infrastructure not a flood hazard.</li> <li>• Standard h) iv. requires an 'integrated traffic assessment' as part of an application process involving residential development of more than 6 allotments. That provision appears to be proposed as a result of a report attached to the variation documentation (Rushmore report) that assumes up to 60 allotments/dwellings could result in the precinct. Our analysis is that a maximum of 39 to 40 allotments may be developed in the</li> </ul>			

Submission Number	Name	Support/ oppose/ seek amendment	Decision sought	Further submission	Recommendation
		<p>precinct. The submitter has undertaken extensive research into traffic matters and this concludes the existing roading network is adequate for functioning of the precinct. The suggestion at page 10 of the section 32 analysis of landowners developing as a group is not effective and will create implementation issues for the proposed variation.</p> <ul style="list-style-type: none"> <li>• consideration of the land as a residential environment has been extensive under the current process that has facilitated variation. The land is enveloped by residential development and the amenity values of the area will not be impacted in a way that is any more than minor. There is efficiency in the submitters proposal to deal with the subdivision of its land without reference to neighbours approving of a development on the land.</li> <li>• The section 32 analysis does not adequately assess the costs and benefits of the proposed provisions around flood management, traffic assessment and implementation of the variation precinct via the most efficient consenting process. The costs of the implementing the current provisions could be substantial and the potential time involved with the proposed traffic</li> </ul>			

Page 28

Submission Number	Name	Support/ oppose/ seek amendment	Decision sought	Further submission	Recommendation
		standard could undermine the intent of variation 3. Once a fuller analysis of the costs and benefits has been completed under section 32 it will show that the provisions need to be amended in accordance with the submitters suggested changes.			

Further submissions					
Further submission number	Name	Submission supported or opposed	Decision sought	Recommendation	
FS1	Ra Higgott	<u>Submission 3</u>  Support the uncertainty expressed in the submission about whether the proposal is a good idea or not. In particular clauses b, d and e of the submission	Parts b, d,& e of the submission be allowed	Reject	
FS2	Hedger Greenhouse Limited	<u>Submission 1:</u>  The intent to keep operating their property how they have been and to manage surface water.	That the submitter is allowed to continue their existing use of the property.  That the part of the submission referring to surface water flows is disallowed.	Accept in part	

Page 29



		<p>The reason for the support is because the variation does not seek to impose restrictions on the submitters existing uses on their land. Stormwater flows will need to be considered in the consenting phase. There will be existing water flows across land within the variation and this needs to be considered in context with any future development.</p>		
		<p><u>Submission 2</u></p> <p>There is discussion in the submission that it is reasonable for Council to request an integrated traffic assessment. That is not supported because transportation matters can be dealt with under the current subdivision provisions.</p> <p>The reason for the support is because the submitter notes it is not unreasonable that the land at the top of County Road is zoned residential. That aspect is supported.</p>	<p>That the submission is allowed as it relates to the overall variation, but the transportation aspect is not accepted.</p>	<p>Reject</p>
		<p><u>Submission 3</u></p> <p>The submitter neither opposes nor supports the variation however prefers it does not go ahead because of privacy concerns, stormwater, fencing</p>	<p>That the submission is disallowed as it relates to the variation.</p>	<p>Accept in part</p>

		<p>implications, roading matters, Council's track record.</p> <p>HGL opposes submission number 3 in its entirety because this variation essentially returns the zoning of the land to what it was in the 1980's and early 1990's. The concerns can adequately be addressed through the consenting process and boundary matters dealt with through discussion.</p>		
		<p><u>Submission 4</u></p> <p>Submitter number 4 supports the variation on the proviso that the access to a subdivision of 66 County Road (HGL land) is through Oriwa Crescent.</p> <p>HGL oppose the proviso because the land next to Oriwa Crescent is in private ownership and would not be available for access to the subdivision. Oriwa Crescent would not make an efficient roading access to HGL's land. HGL's land has sufficient frontage to County Road and its access is effective for a road connection.</p>	That the submission is disallowed as it relates to access from Oriwa Crescent.	Accept

## 8.2 SUBMISSIONS AND RECOMMENDATIONS FOR PROPOSED VARIATIONS 4 (A-H) TO THE KAPITI COAST DISTRICT COUNCIL PROPOSED DISTRICT PLAN – MISCELLANEOUS CHANGES & CORRECTIONS

**Author:** Laura Willoughby, Senior Policy Planner

**Authoriser:** Angela Bell, Acting Group Manager Regulatory Services

### PURPOSE OF REPORT

- 1 This report seeks the Council's approval of:
  - a) the decision process for Variations 4 (A-H) to the Kāpiti Coast Proposed District Plan 2012 - Appeals Version 2018 (PDP), and;
  - b) the recommended changes to Variation 4F in response to the one submission received and approve all other Variations as notified.

### BACKGROUND

- 2 The PDP was publicly notified in 2012. Decisions on submissions were released in November 2017. Experience in the implementation of the PDP since then has highlighted a number of interpretation issues and unintended consequences arising for some definitions, policies, rules and standards. To address these matters and ensure that the PDP is efficient and effective, Council notified Proposed Variations 4 (A-H) on 23 October 2019 with final submissions periods closing on 19 December 2019.
- 3 Variations 4 (A-H) proposed the following changes to the PDP:
  - 3.1 Variation 4A - Amends three definitions within Chapter 1, Section 1.4:
    - 3.1.1 *Household Unit* – amended to enable residents to install a second kitchen in houses to operate a home occupation, such as a catering business, without being identified as a new second household unit.
    - 3.1.2 *Ancillary* – amended to no longer require that an ancillary activity is allied in characteristics, nature or type to the primary activity carried out on a site. For example, the office component to an industrial activity is ancillary to the activity, but is not allied in characteristic, nature or type. The proposed amendments to this definition has taken guidance from the National Planning Standards 2019.
    - 3.1.3 *Kitchen* – removal of the wording “or any other cooking appliance” as this has complicated enforcement of unauthorised additional dwellings due to wide interpretation issues. In addition, the note which lists electrical appliances which are not included as cooking appliances under the definition is not an exhaustive list, resulting in uncertainty for customers and the Council's compliance team. The proposed amendments will simplify the definition and provide certainty.
  - 3.2 Variation 4B - Amends Policy 3.14 to broaden the policy to address the effects of earthworks on natural landforms, amenity values and rural character. The current policy has a much narrower focus on the effects of earthworks on *outstanding* natural features and landforms only.
  - 3.3 Variation 4C - Amends Rule 5A.1.6.11 yard setback standard for non-residential activities in the Living Zones to clarify that these do not apply to home occupations. Currently, a home occupation business which uses a room in an existing dwelling as an office would need to apply for resource consent if the dwelling is located within 4 metres from a yard. The typical yard setback requirements in residential areas for a front lot is 3 metres one side and 1.5 metres on the other side. Therefore, dwellings positioned closer than 4 metres from a boundary are very common in the district's residential areas. This was not the intention for home occupations, which the PDP provides for as a permitted activity and the variation seeks to clarify this.

- 3.4 Variation 4D - Amends the rules in Chapter 6 which manage the interface between the Living Zones and Working Zones to simplify and remove duplication from the standards. The wording of the current rule is broad and requires that multiple additional building standards apply to an industrial building in the Industrial/Service Zone that adjoin the Living Zone. The proposed changes clarify that the interface between the two zones can be appropriately managed through two key bulk and location standards, which are a minimum 4 metre yard setbacks and a height in relation to boundary control.
- 3.5 Variation 4E – Amends Rural Zone subdivision standard to limit number of lots gaining access via a right of way and clarifies Shared Car Parking requirements in the PDP, and makes terminology consistent for the transport network hierarchy.
- 3.5.1 Amends Rural Zone subdivision standard 7A.3.2.1 to limit the number of lots which can gain access to a road via a right of way. Rights of way are not required to be formed to the same widths and specifications as legal road, and are consequently typically narrower than a road. Therefore, for safety reasons they are generally suitable for low numbers of users. Currently the PDP subdivision rules for the rural zone do not specify how many lots may have access off a right of way. This change limits the maximum number of lots gaining access via a right of way to 6 lots within the Rural Zone.
- 3.5.2 Amends Rule 11P.2.1.1 Shared Car Parking requirements to better enable shared car parking by different activities. The wording of the current rule means even if different activities have enough parking in the shared area, resource consent is still required simply because the parking area is shared by more than one activity.
- 3.5.3 Amends Rule 11E.1.3 – Standard 12 to make the terminology consistent with the transport network hierarchy. Currently the term 'local road' causes uncertainty in the implementation of this rule as it is not entirely consistent with the terminology used in the PDP's Transport Network Hierarchy and maps, which use the term 'neighbourhood access route'. The Council's Traffic team has requested that the rule wording be improved to provide clarity and consistency by including "neighbourhood access routes" within the residential zones areas to be consistent with the PDP's Transport Network Hierarchy and maps.
- 3.6 Variation 4F - Amends Chapter 12 standards for temporary events in Chapter 12 and inserts a new definition for regular market and permitted activity provisions. This variation proposes to make temporary events and 'regular markets' on Council-owned sites a permitted activity under the PDP, however approval would still be required from the Council under the Council's existing Trading in Public Places Policy (TPPP), and Trading in Public Places Bylaw. The PDP would continue to manage temporary events and 'regular markets' on private land and on other public land under the ownership of other public bodies e.g. GWRC, DOC. Amendments to the timeframe for submitting an event management form, and the vehicle movement standard will improve the current temporary event approval and management process for event organisers. The Council is unable to manage temporary events and 'regular markets' under the TPPP on land not owned and managed by the Council as the TPPP only applies to Council-owned and managed sites. Therefore, the actual and potential adverse effects of temporary events (such as noise, traffic generation, amenity effects) on other sites must still be managed under the PDP.
- 3.7 Variation 4G - Amends Rule 11P.1.2 parking requirements for shared residential accommodation such as supported living and boarding houses. The PDP does not currently include car parking standards for 'Shared and Group Accommodation' or 'Boarding Houses', and 'Supported Living Accommodation' appears in two conflicting rules. This results in the risk of the under-provision of parking for these types of accommodation. NZ Transport Agency guidelines suggest that shared accommodation

of this kind is likely to require a higher number of on-site car parks than typical residential household units, but fewer parks than 1 per bed. Changes are therefore proposed to add a standard that addresses car parking requirements for 'Shared and Group Accommodation' and 'Boarding Houses' (a minimum of 1 carpark per 2 beds in any boarding house, shared and group accommodation), and to clarify for 'Supported Living Accommodation' (a minimum of 1 carpark per 4 beds and 1 carpark per 2 staff members on the site).

- 3.8 Variation 4H - Amends Rural Zone Rule 7A.5.7 to clarify the activity status of general retail activities in the Rural Zone. The PDP rules require a non-complying activity consent for commercial activities in the Rural Zones. The intention had been to continue the non-complying activity status for general retailing under the operative District Plan. However, as an unintended consequence of an amended PDP definition of commercial activities, the non-complying activity rule does not apply to general retail activities and they could, by default, be permitted activities if they met certain standards. Due to the potential impact of this omission, Variation 4H was given immediate legal effect from the date of notification (23<sup>rd</sup> October 2019) as a result of the Environment Court decision (Decision Number [2019] NZEnvC 169). The reason for this was to protect the integrity of the Regional Policy Statement and PDP objectives and policies that emphasise the importance of ensuring retail development is consolidated within identified urban centres.

#### **VARIATIONS (A-E) AND (G-H): APPROVE AS NOTIFIED**

- 4 No submissions were received on Variations (A-E) and (G-H). As a result, and in accordance with RMA Schedule 1, Clause 8C, no hearing was held for Variations 4 (A-E) and (G-H).
- 5 The Variations have been assessed and evaluated in the attached report to be the most efficient and effective in achieving the purpose of the RMA, the relevant objectives of the PDP and other relevant statutory documents. We are therefore recommending Council approves these variations as notified, in accordance with Clause 10 of Schedule 1 of the RMA. If Council does not approve these variations, it must instead agree to withdraw the amendments.
- 6 The Rules in these variations have been treated as operative since 19 December 2019 (when all submission periods had closed), as required by Section 86F(1)(a) of the Resource Management Act 1991 (RMA). The previous versions of the affected Rules in the PDP have been treated as inoperative since this date.

#### **VARIATION 4F: PROPOSED AMENDMENT FOLLOWING SUBMISSION**

- 7 One submission was received on Variation 4F (temporary events amendments) from Sean Mallon, Group Manager of Infrastructure Services Group at Kāpiti Coast District Council. The submission related to improving the clarity and the management of traffic impacts for temporary events. A summary of submissions was notified on 4 December 2019. There were no further submissions received.
- 8 A hearing has not been held for Variation 4F as the submitter does not wish to be heard on their submission. Pursuant to Clause 8C of Schedule 1 of the RMA, Council can consider and decide on Variation 4F without the need for an RMA hearing to be held.

*Clause 8C of Schedule 1 of the RMA - Hearing not needed*

*Where submissions are made but no person indicates they wish to be heard, or the request to be heard is withdrawn, the local authority shall consider the submissions along with the other relevant matters, but shall not be required to hold a hearing.*

- 9 We recommend Council agrees to consider and decide on Variation 4F (temporary events provisions) without the need for a hearing, given that the only submitter does not wish to be heard.

**VARIATION 4F: ISSUES AND OPTIONS****Issues**

- 10 The one submission received for Variation 4F (temporary events) related to transport effects. The submission has been assessed and recommendations have been made in the attached report in Appendix 1, along with an evaluation of the resulting changes. The report recommends that the submission is accepted in part, resulting in two recommended changes to one of the provisions in Variation 4F.
- 11 One recommended change resulting from the submission is to improve clarity and increase the limits for vehicle movements to enable more temporary activities on private sites to operate as a permitted activity. The Council's Infrastructure Group have confirmed that these higher vehicle movement limits can be safely accommodated within the existing legal road network.
- 12 The second recommended change, also raised in the submission, is to add clarifying information to the temporary events standards in the plan to convert 'vehicle movements' to the 'number of people' attending an event in order to improve understanding for plan users.
- 13 As a result of the submission received on Variation 4F, Rule 12B.1.1 - permitted activity standard 10 of the PDP, is recommended to change as follows (underline indicates additional text, ~~strikethrough~~ indicates deleted text):
  10. Traffic expected to be generated by the *temporary event* must not exceed ~~of 50~~ 150 vehicle movements in any one hour or ~~800~~ 1,200 vehicle movements per day, whichever is greater.  
Note: For the purpose of estimating vehicle movements under this standard, these vehicle movement thresholds equate to up to 450 people attending the event in any hour or 3,600 people attending per day, whichever is greater, based on an assumption of 1 car per 6 people.
- 14 With regard to the assumption within the proposed note on 1 car per 6 people, this figure includes an assumption that some people will arrive by means other than vehicle, such as walking and public transport.
- 15 The submission also sought further changes to amend car parking standards for some temporary events and to require traffic management plans for all events on private land. These issues were found to have some merit in terms of traffic effects, but were found to be out of the scope of Variation 4F in the form that it was notified. Legal advice has confirmed that additional changes to car parking standards and traffic management plans would not be within scope of Variation 4F. The risk is that members of the public would be denied an opportunity to comment on changes to parking standards and traffic management plans as they did not form part of proposed Variation 4F when it was notified by the Council.
- 16 The Variations have been assessed and evaluated in the attached report to be the most efficient and effective in achieving the purpose of the RMA, the relevant objectives of the PDP and other relevant statutory documents. This is supported by the Officer's assessment and evaluation provided in the attached report.
- 17 If Council agrees to decide on Variation 4F without a hearing, officers recommend they accept the submission received in part and amend the provisions of proposed Variation 4F (temporary event provisions) as proposed above. They may also decide to seek further amendments to Variation 4F.

**CONSIDERATIONS****Policy considerations**

- 18 Variations 4 (A-H) are relevant to giving effect to the policies within the Kāpiti Coast Proposed District Plan, however the recommended amendments to the temporary event



provisions as notified under Variation 4F will mean some events would be managed under the Council's Trading in Public Places Bylaw 2017, and the Trading in Public Places Policy 2017 rather than under the district plan.

- 19 Currently, the district plan provisions override this strategy and policy, however Variation 4F will change this situation for events being carried out on land or buildings owned or managed by the Kāpiti Coast District Council. Such events would no longer be subject to the district plan rules (and the potential need for resource consent), and instead would need to follow the authorisation and management processes approved by the Council under the 2017 bylaw and policy.

### Legal considerations

- 20 Variations 4 (A-H) have been prepared in accordance with Schedule 1 of the RMA and the attached report considers Section 42A of the RMA, the submission received and the requirements of Section 32 and 32AA of the Act as well as all other relevant statutory matters.

### Financial considerations

- 21 Direct financial costs to the Council are reduced when hearings (which involves the time and costs of Commissioners, venue, staff and expert consultants) are not required to be held to approve variations to proposed district plans under the RMA.
- 22 Variations 4 (A-H) have been evaluated in terms of economic effects, economic growth & employment impacts along with other factors such as environmental effects, social effects cultural effects, efficiency and effectiveness. The evaluation of each provision is contained within the section 32 contained within Appendix 1.3 and section 32AA evaluation in Appendix 1. The evaluations conclude that the amendments proposed by Variations 4(A-H) are the most appropriate way to achieve the PDP objectives, by comparison with the reasonably practicable alternative approaches.

### Tāngata whenua considerations

- 23 A copy of draft Variations 4 (A-H) was sent to each of the mana whenua iwi authorities on 10 June 2019. No response was received. Mana whenua iwi authorities were also advised of the proposed Variations 4 (A-H) at the time of notification (23rd October 2019) and no submissions have been received in response.
- 24 The provisions of proposed Variations 4 (A-H) have been considered alongside the following documents:
- 24.1 Whakarongotai o te moana o te wai Kaitiakitanga Plan - This Plan identifies the key kaupapa, huanga and tikanga values, objectives and policies of Te Ātiawa ki Whakarongotai to guide kaitiakitanga. The document is internally focused, in order to support the kaitiaki practice of the iwi, but also to inform other agencies. The provisions of proposed Variations 4 (A-H) do not alter any of the provisions of Chapter 2 or 2A of the PDP as they relate to kaitiakitanga. The proposed amendment to Policy 3.14 (addressing the effects of earthworks on natural landforms) potentially enhances the policy framework enabling kaitiakitanga. None of the provisions of proposed Variations 4 (A-H) conflicts with any of the objectives, tikanga or five-year priorities set out in Whakarongotai o te moana o te wai.
- 24.2 Proposed Ngāti Raukawa Ōtaki River and Catchment Iwi Management Plan 2000 – The Proposed Plan establishes a vision for Ngāti Raukawa exercise of Kaitiakitanga, in respect of the Ōtaki River and its catchments, and provides policy to guide the fulfilment of that vision. The policy is aimed at providing for the ongoing development of a comprehensive framework from which Ngāti Raukawa can engage in management of the Ōtaki River and its resources to ensure fulfilment of its Kaitiakitanga responsibilities. Despite the status of the plan being 'proposed', the Council was advised by Te Runanga O Raukawa in a letter dated 1 June 2001 that the plan was

made operational by the Runanga on 10 April 2001. No inconsistencies between proposed Variations 4(A-H) and the proposed Management Plan were identified.

- 24.3 Ngā Korero Kaupapa mo Te Taiao - The document outlines the vision, intent and objectives for compliance with tikanga standards for protection and management of the environment as determined by Te Runanga O Ati Awa ki Whakarongotai Inc with respect to disposal and treatment of effluent, stormwater runoff, heritage protection and management, and representation. The content of Variations 4(A-H) do not address any of the above matters.
- 24.4 Te Haerenga Whakamua - Input from tangata whenua was an important part of developing the PDP, with 23 meetings held from December 2010 through October 2012 between Council staff and a Tangata Whenua working party nominated by Te Whakaminenga o Kāpiti. The Tāngata Whenua Working Party was established in 2010 as a mechanism for iwi to participate in the review of the District Plan and to represent the District's three iwi (Te Āti Awa ki Whakarongotai, Ngāti Raukawa ki te Tonga and Ngāti Toa Rangatira). The mandate for the working party was to review all aspects of the District Plan on behalf of Te Whakaminenga o Kāpiti and recommend the direction for iwi policy and Māori world view within the PDP process. This process resulted in the document Te Haerenga Whakamua being approved by Te Whakaminenga o Kāpiti in March 2012 and endorsed by Council on 27 September 2012. None of the proposed Variations 4 (A-H) provisions are identified as being inconsistent with Te Haerenga Whakamua.
- 25 The provisions of proposed Variations 4 (A-H) do not alter any of the existing provisions of Chapter 2 of the PDP (Objectives) or 2A (District-wide Policies) as they relate to kaitiakitanga. The proposed amendment to Policy 3.14 in Variation 4B (addressing the effects of earthworks on natural landforms) potentially enhances the policy framework enabling kaitiakitanga.

### Strategic considerations

- 26 The Kāpiti Coast District's Long Term Plan 2018-38 sets out 'A positive response to our distinct district identity' as one of the relevant 10 year outcomes sought for the Kāpiti Coast district. Variation 4F seeks to simplify and better enable temporary events to occur within the Kāpiti Coast district, Variation 4B seeks to better manage the effects of earthworks on natural landforms, amenity values and rural character and Variation 4G seeks to clarify controls on general retail activities in the Rural Zone. These Variations, in particular, help to contribute to the identity of the Kāpiti Coast district.

## SIGNIFICANCE AND ENGAGEMENT





### Significance and engagement policy

- 27 Consultation, submissions or other engagement processes required under the Resource Management Act 1991 have their own special rules and are excluded from the Significance and Engagement policy.
- 28 Officers will notify the Council's decision in accordance with Clauses 10 and 11 of Schedule 1 of the RMA 1991 (officers have delegations to do this).
- 29 There is also a requirement to allow for a 30 working day appeal period on the Council's decision in accordance with Clause 14 of Schedule 1 of the RMA. Only the single submitter has the ability to lodge an appeal with the Environment Court.

**RECOMMENDATIONS**

- 30 Determine that Variation 4F is to be considered and decided without a hearing pursuant to Clause 8C of Schedule 1;
- 31 Adopt the recommendations in the section 42A report to accept the submission in part and to amend the provisions of Variation 4F as recommended, and approve all other Variations as notified in accordance with Clause 10 of Schedule 1;
- 32 Adopt the section 32AA evaluation which covers the amendment to Variation 4F.

**APPENDICES**

1. Appendix 1 - Section 42A Report and 32AA Evaluation for Variations 4 (A-H) - Miscellaneous Changes and Corrections [↓](#) 
2. Appendix 1.1 - Variations 4 (A-H), as notified (23rd October 2019) [↓](#) 
3. Appendix 1.2 - Submission received from Sean Mallon, Group Manager Infrastructure Services, Kapiti Coast District Council and summary of the submission [↓](#) 
4. Appendix 1.3 - Section 32 Evaluation Report (September 2019) [↓](#) 

---

## **PROPOSED KAPITI COAST DISTRICT PLAN 2012**

s42A Report & 32AA Evaluation: Proposed  
Variations 4 (A-H) – Miscellaneous Changes and  
Corrections Provisions

---

## Executive Summary:

1. This report advises on the status and decision process for the proposed Variations 4 (A-H) – Miscellaneous Changes and Corrections to the Proposed Kāpiti Coast District Plan 2012 (Appeals version 2018).
2. Variations 4 (A-H) proposed the following changes:
  - Variation 4A - Amend three definitions: Household Unit, Ancillary, and Kitchen;
  - Variation 4B - Amend Policy 3.14 to manage the effects of earthworks on natural landforms, amenity values and rural character;
  - Variation 4C - Amend Rule 5A.1.6.11 yard setback standard for non-residential activities in the Living Zones to clarify that these do not apply to home occupations;
  - Variation 4D - Amend the rules in Chapter 6 which manage the interface between the Living Zones and Working Zones to simplify and remove duplication from the standards;
  - Variation 4E - Amend Rural Zone subdivision standard 7A.3.2.1 to limit the number of lots which can gain access to a road via a right of way; Amend Rule 11P.2.1.1 Shared Car Parking requirements; and Amend Rule 11E.1.3 – Standard 12 to make the terminology consistent with the transport network hierarchy;
  - Variation 4F - Amend Chapter 12 standards for temporary events in Chapter 12; Insert a new definition for regular market and permitted activity provisions for these;
  - Variation 4G - Amend Rule 11P.1.2 parking requirements for shared residential accommodation such as supported living and boarding houses.
  - Variation 4H - Amend Rural Zone Rule 7A.5.7 to clarify the activity status of general retail activities in the Rural Zone. This Variation had immediate legal effect from the date of notification as a result of the Environment Court decision (Decision Number [2019] NZEnvC 169). The reason for this was to protect the integrity of the Regional Policy Statement and PDP objectives and policies that emphasise the importance of ensuring retail development is consolidated within identified urban centres.
3. The report also considers the submission received by Kāpiti Coast District Council (the Council) in relation to the relevant rules and standards as they apply to Variation 4F – Temporary Events.
4. One submission was received following notification and no further submissions were received on Variations 4 (A-H). The submission received

sought amendments to Variation 4F Permitted Activity rules and standards in relation to traffic effects.

5. A hearing has not been held for Variations 4 (A-E) and (G-H) as no submissions were received. A hearing has not been held for Variation 4F as the submitter does not wish to be heard on their submission.
6. The submission sought to improve the way traffic impacts are considered under the proposed permitted activity standards for temporary events.
7. In response, some changes to the wording of Variation 4F permitted activity standard 10 for Temporary Events is recommended. These changes have been further evaluated under s32AA of the Resource Management Act 1991 (RMA) and will be efficient and effective in achieving the purpose of the RMA, the relevant objectives of this plan and other relevant statutory documents.
8. As no other submissions were received, Variations 4(A-E) and (G-H), are currently being treated as operative (as required by the RMA) and this report recommends that the Committee completes the plan making process and formally approve their inclusion into the Proposed Kāpiti Coast District Plan 2012 (Appeals version 2018).



## Table of Contents

<a href="#"><u>Executive Summary:</u></a>	1
<a href="#"><u>Interpretation</u></a>	4
<a href="#"><u>Introduction</u></a>	5
1.1 <a href="#"><u>Report Author</u></a>	5
1.2 <a href="#"><u>Purpose of this Report</u></a>	5
<a href="#"><u>Section 2: Statutory considerations</u></a>	7
2.1 <a href="#"><u>The Operative Kāpiti Coast District Plan 1999</u></a>	7
2.2 <a href="#"><u>The Proposed Kāpiti Coast District Plan 2012 (Appeals Version 2018)</u></a>	7
2.3 <a href="#"><u>Objectives, provisions and rules</u></a>	8
2.4 <a href="#"><u>Statutory Considerations – Resource Management Act 1991</u></a>	8
2.5 <a href="#"><u>New Zealand Coastal Policy Statement</u></a>	11
2.6 <a href="#"><u>National Policy Statements</u></a>	12
2.7 <a href="#"><u>National Environment Standards</u></a>	13
2.8 <a href="#"><u>Regional Policy Statement</u></a>	14
2.9 <a href="#"><u>Management plans and strategies under any other Acts</u></a>	15
2.10 <a href="#"><u>Council's functions under the RMA</u></a>	18
2.11 <a href="#"><u>Consistency with adjacent territorial authorities</u></a>	19
2.12 <a href="#"><u>Process - Hearing not needed</u></a>	19
<a href="#"><u>Section 3: Consideration of Submission</u></a>	20
3.1 <a href="#"><u>Report evaluation</u></a>	20
3.2 <a href="#"><u>Variation 4F – Limit and measurement of traffic impacts</u></a>	20
3.2.1 <a href="#"><u>Matters Raised by Submitter</u></a>	20
3.2.2 <a href="#"><u>Assessment</u></a>	22
3.2.3 <a href="#"><u>Recommendations</u></a>	23
3.3 <a href="#"><u>Variation 4F – Parking for temporary events</u></a>	24
3.3.1 <a href="#"><u>Matters Raised by Submitters</u></a>	24
3.3.2 <a href="#"><u>Assessment</u></a>	24
3.3.3 <a href="#"><u>Recommendations</u></a>	25
3.4 <a href="#"><u>Variation 4F – Transport Management Plan</u></a>	25
3.4.1 <a href="#"><u>Matters Raised by Submitters</u></a>	25
3.4.2 <a href="#"><u>Assessment</u></a>	25
3.4.3 <a href="#"><u>Recommendations</u></a>	26
3.5 <a href="#"><u>Conclusion on the Variation provisions</u></a>	26
<a href="#"><u>Section 4: S32AA Evaluation of changes</u></a>	27
<a href="#"><u>Section 5: Overall Recommendation</u></a>	30
<a href="#"><u>Section 6: Recommendations on Submission</u></a>	32
<a href="#"><u>Appendices</u></a>	35

## Interpretation

This report utilises a number of abbreviations for brevity's sake as set out in the glossary below:

Abbreviation	Means...
"the Act"	Resource Management Act 1991
"the Council"	Kāpiti Coast District Council
"the operative Plan"	Operative Kāpiti Coast District Plan 1999
"the proposed Plan" or "PDP"	Proposed Kāpiti Coast District Plan 2012 (Appeals version 2018)
"GWRC"	Greater Wellington Regional Council
"NES"	National Environmental Standard
"NPS"	National Policy Statement
"RMA"	Resource Management Act 1991
"WRPS"	Wellington Regional Policy Statement 2013

# INTRODUCTION

## 1.1 Report Author

- 1 My name is Laura Willoughby and I am employed by the Kāpiti Coast District Council as a Senior Policy Planner. I hold the qualification of Bachelor of Resource and Environmental Planning.
- 2 I am a full member of the New Zealand Planning Institute. I have 10 years experience in local government resource management planning and 10 years experience in central government land use/transportation planning. My main role at the Kāpiti Coast District Council is to prepare and process District Plan changes and variations.
- 3 This report includes my assessment and recommendations to accept or reject points made in submissions on the Proposed Variations 4 (A-H) to the Kāpiti Coast District Council Proposed District Plan – Miscellaneous Changes and Corrections. Ultimately, the final decision-making responsibility rests with the Strategy and Operations Committee.

## 1.2 Purpose of this Report

- 4 The primary purpose of the report is to assist the Council's Strategy and Operations Committee in evaluating and deciding on the issues raised in the submission that has been made on Proposed Variations 4 (A-H) to the Kāpiti Coast District Council Proposed District Plan – Miscellaneous Changes and Corrections.
- 5 The components of Variations 4 (A-H) are as follows:
  - Variation 4A - Chapter 1: Review of a number of defined Terms.
  - Variation 4B – Chapter 3: Review of Earthworks Policies
  - Variation 4C – Chapter 5: Changes to Living Zone
  - Variation 4D – Chapter 6 Changes to the Working Zone
  - Variation 4E – Changes to Traffic and Transportation related rules
  - Variation 4F – Amendments to temporary event provisions.
  - Variation 4G – Amendments to Rule 11P.1.2 parking requirements for Residential Activities.
  - Variation 4H – Amend Rural Zone Rule 7A.5.7 to clarify the activity status of general retail activities in the Rural Zone.
- 6 This report has been prepared in accordance with Section 42A of the RMA to consider all submissions and further submissions received following the public notification of Variations 4 (A-H) and to make recommendations on those submissions. This report is also prepared to meet the requirements of Section 32AA with regard to undertaking a further evaluation for the recommended changes in response to the submission.
- 7 This report:

- Outlines the statutory provisions relevant to the Variation process
  - Discusses the submission received following notification of the Variation
  - Makes recommendations as to whether or not the submission should be accepted or rejected; and
  - Concludes with a recommendation for changes to the Variation provisions based on the preceding discussion in the report.
- 8      A change to the wording of proposed Variation 4F (amendments to temporary events provisions) is recommended to take into account matters raised in the submission received. This is detailed in the recommendations section 5 of the report. A summary of all recommendations on the submission received is contained in Section 6 of this report.

## SECTION 2: STATUTORY CONSIDERATIONS

### 2.1 The Operative Kāpiti Coast District Plan 1999

- 9 Variations 4 (A-H) have been prepared to amend the provisions of the Proposed Kāpiti Coast District Plan 2012 (Appeals version 2018) only, therefore the Operative District Plan remains unchanged.

### 2.2 The Proposed Kāpiti Coast District Plan 2012 (Appeals Version 2018)

- 10 The Proposed District Plan was notified on 28 November 2012 and decisions were released on 22 November 2017. There were 18 appeals on the decisions and at the time of writing this report four of these appeals are yet to be resolved. None of the proposed amendments within Variations 4(A-H) relate to matters under appeal.
- 11 The purpose of proposed Variations 4 (A-H) is to improve the efficiency and effectiveness of the PDP rules in achieving the PDP's objectives. Proposed Variations 4 (A-H) amend various rules and one policy of the Kāpiti Coast Proposed District Plan (PDP) to address interpretation difficulties and gaps that have been identified since public notification of the PDP.
- 12 Proposed Variations 4 (A-H) were notified on 23 October 2019 with submissions closing on 21 November 2019. There was one submission received and a summary of submissions was notified on 4 December 2019. There were no further submissions received.
- 13 Variation 4H (proposed amendments to Rule 7A.5.7 - retailing in the Rural Zone) had immediate legal effect from the date of notification (23 October 2019) following the Environment Court decision (Decision Number [2019] NZEnvC 169).
- 14 As no submissions were lodged on Variations (A-E) and (G-H), the rules in these Variations must be treated as operative from 19<sup>th</sup> December 2019, when the submission period had closed (s.86F(1)(a) of the RMA). The previous provision versions of the affected Rules in the PDP must be inoperative.
- 15 Therefore, under the RMA, the wording of the Rules in Variations (A-E) and (G-H) have been deemed to be accepted and the rules are currently in use for District Planning purposes. The Committee now has the role of exercising its delegations to complete the plan making process and formally adopt these provisions into the Proposed District Plan.

### 2.3 Objectives, provisions and rules

- 16 The Variations do not include any new objectives, rather the provisions of the Variations are derived from the existing objectives in the proposed District Plan.
- 17 One amendment is made to policy in Variation 4B as there is currently little policy guidance for managing potential effects on all natural landforms, amenity values and rural character and it has become apparent that this is a substantive gap in the policy framework that has the potential to impede achievement of Objectives 2.9 and 2.11.
- 18 The other Variations relate to changes to rules and definitions within the PDP. An assessment of the appropriateness of the method of each provision and the actual and potential effects on the environment of the rules and definitions proposed within the Variations have been evaluated in the section 32 evaluation report. This evaluation report is attached in Appendix 1.3 of this report.
- 19 Further evaluation under s32AA of the Act has also been undertaken for a recommended change to Variation 4F that has arisen since the Variation was first notified and in response to submission. This evaluation is contained within section 4 of this report. The evaluation finds that alternative methods were less effective and/or efficient in the implementation of the objectives of the Plan and the purpose of the variation.
- 20 Proposed Variations 4 (A-H) are more appropriate than the status quo at achieving the Plan's proposed objectives on the whole.

## **2.4 Statutory Considerations – Resource Management Act 1991**

- 21 There are a number of key statutory documents which must be noted as part of considering Variations 4 (A-H).
- 22 The RMA sets out the statutory functions and duties for Councils and provides the framework for preparing and implementing changes to the District Plan. The process for preparing a plan change is set out in Schedule 1.
- 23 Part 2 of the Act sets out the purpose and principles of the Act, which underpin the exercise of Council's functions, duties, and powers.
- 24 The purpose under section 5 of the RMA is to “...*promote the sustainable management of natural and physical resources*”. In this context, sustainable management means:  
*Managing the use, development and protection of natural and physical resources in a way, or at a rate, which enables people and communities to provide for their social, economic, and cultural well-being and for their health and safety while [emphasis added] –*



- (a) *Sustaining the potential of natural and physical resources (excluding minerals) to meet the reasonably foreseeable needs of future generations; and*
- (b) *Safeguarding the life-supporting capacity of air, water, soil and ecosystems; and*
- (c) *Avoiding, remedying, or mitigating any adverse effects of activities on the environment.*

25 In achieving this purpose, authorities need also to recognise and provide for the matters of national importance identified in s6, have particular regard to other matters referred to in s7 and take into account the principles of the Treaty of Waitangi referred to in s8.

26 The following section 6, 7 and 8 matters are relevant to the proposed plan Variations 4 (A-H):

Section	Relevant Matter
6(a)	the preservation of the natural character of the coastal environment (including the coastal marine area), wetlands, and lakes and rivers and their margins, and the protection of them from inappropriate subdivision, use, and development
6(b)	the protection of outstanding natural features and landscapes from inappropriate subdivision, use, and development:
7(b)	the efficient use and development of natural and physical resources
7(c)	the maintenance and enhancement of amenity values
7(f)	maintenance and enhancement of the quality of the environment
8	In achieving the purpose of this Act, all persons exercising functions and powers under it, in relation to managing the use, development, and protection of natural and physical resources, shall take into account the principles of the Treaty of Waitangi (Te Tiriti o Waitangi).

- 27 The purpose of proposed Variations 4 (A-H) is to improve the efficiency and effectiveness of the Proposed District Plan rules to achieve outcomes that are consistent with Part 2 of the RMA. The provisions have been developed in response to the matters in s.6(a), 6(b), 7(b), 7(c), and 7(f).
- 28 In response to Section 8 matters, the Council has a partnership approach with iwi for resource management matters. Te Whakaminenga o Kāpiti is one of the longest lasting partnerships between tāngata whenua and Local Government in New Zealand. The partners are the Kāpiti Coast District Council and the mana whenua (people with 'authority over the land') on the Kāpiti Coast: Te Āti Awa ki Whakarongotai, Ngāti Raukawa ki te Tonga, and Ngāti Toa Rangatira.
- 29 A copy of draft Variations 4 (A-H) was forwarded to each of the mana whenua iwi authorities on 10 June 2019. No response was received. Mana whenau iwi authorities were also advised of the proposed Variations (A-H) at the time of notification and no submission was received in response.
- 30 Under ss73 and 74 of the RMA the Council is required to have a district plan that is in accordance with its functions under s31 and Part 2 of the Act, in respect to Variations 4 (A-H) these specifically include:
- to achieve integrated management of the effects of the use, development or protection of land and associated natural and physical resources;
  - to ensure that there is sufficient development capacity in respect of housing and business land to meet the expected demands of the city;
  - the control of the effects of the use, development, or protection of land; including in respect of natural hazards, contaminated land and maintaining indigenous biodiversity.
- 31 Under ss73(4) and (5), the Council must amend a district plan to give effect to a regional policy statement within specified timeframes if:
- (a) *the statement contains a provision to which the plan does not give effect; and*
  - (b) *one of the following occurs:*
    - (i) *the statement is reviewed under section 79 and not changed or replaced; or*
    - (ii) *the statement is reviewed under section 79 and is changed or replaced and the change or replacement becomes operative; or*

(iii) *the statement is changed or varied and becomes operative.*

- 32 Under s74(b)(i), when preparing or changing a plan, a territorial authority is required to have regard to “any management plans and strategies prepared under other Acts.”
- 33 This assessment against section 74(b)(i) requirements is carried out in Section 2.9 below.
- 34 Under s74(2A) the Council:  
*must take into account any relevant planning document recognised by an iwi authority and lodged with the territorial authority, to the extent that its content has a bearing on the resource management issues of a region.*
- 35 An assessment against section 74(2A) requirements is carried out within section 2.9 below.
- 36 Section 75(3) of the RMA requires that district plans must give effect to –  
(a) *any national policy statement; and*  
(b) *any New Zealand coastal policy statement; and*  
(c) *any regional policy statement.*
- 37 An assessment against section 75(3) requirements is carried out within sections 2.5 – 2.7 below.
- 38 Under s75(4), district plans must not be inconsistent with –  
(b) *a regional plan for any matter specified in section 30(1).*
- 39 An assessment against section 75(4) requirements is carried out within section 2.8 below.
- 40 It is noted that a district plan is only one means for a council to undertake its functions under s31 of the RMA and to achieve the purpose of the RMA.

## **2.5 New Zealand Coastal Policy Statement**

- 41 The purpose of the New Zealand Coastal Policy Statement 2010 (NZCPS) is to state objectives and policies in order to achieve the purpose of the RMA in relation to the protection and enhancement of the coastal environment of New Zealand. The NZCPS 2010 took effect on 3 December 2010.
- 42 The New Zealand Coastal Policy Statement (NZCPS) has relevance to Variations 4(A-H) as many of the changes apply to residential communities located within the coastal environment. The extent of the coastal environment in the District is extensive, including all the District’s main urban areas.
- 43 The NZCPS is most relevant to the proposed amendments to address Policy 3.14 Guidance for Earthworks Effects on Natural Landforms, Amenity Values

and Rural Character. In particular, clarifying how the Proposed District Plan intends to manage the effects of earthworks on amenity values, rural character and on natural landforms that don't qualify as s.6 RMA outstanding natural features or landscapes.

- 44 The proposed addition to Policy 3.14 will better give effect to the above objectives and policies of the NZCPS. Objective 2 of the NZCPS is not limited to s.6 RMA outstanding natural features and landscapes. Expanding the scope of Policy 3.14, to include other natural landforms, will better accord with NZCPS Objective 2 and NZCPS Policy 4. The area of the coastal environment in the District is extensive, and includes many remnant inland dune formations which are not identified as outstanding natural features or landscapes. Many of these remnant dunes are important characteristic landforms that contribute to the natural character of the coastal environment.

## 2.6 National Policy Statements

- 45 There are currently four national policy statements:
- National Policy Statement on Urban Development Capacity (2016);
  - National Policy Statement for Freshwater Management (as amended 2017);
  - National Policy Statement for Renewable Electricity Generation (2011); and
  - National Policy Statement on Electricity Transmission (2008).
- 46 The National Policy Statement on Urban Development Capacity (NPSUDC) is potentially relevant because the objectives of the NPSUDC apply to all plan making decisions affecting an urban environment. The NPS sets out the objectives for providing development capacity under the RMA. It seeks to ensure that urban environments:
- enable people and communities and future generations to provide for their social, economic, cultural and environmental wellbeing (OA1)
  - have sufficient opportunities for the development of housing and which provide choices that will meet the needs of people and communities and future generations (OA2)
  - develop and change in response to the changing needs of people and communities and future generations. (OA3)
  - enable urban development which provides for the social, economic, cultural and environmental wellbeing of people and communities and future generations in the short, medium and long-term (OC1)
  - Urban environments where land use, development, development infrastructure and other infrastructure are integrated with each other (OD1)
  - Coordinated and aligned planning decisions within and across local authority boundaries (OD2)

- 47 The NPSUDC sets out the following relevant policies for providing development capacity under the RMA.
- PA3: When making planning decisions that affect the way and the rate at which development capacity is provided, decision-makers shall provide for the social, economic, cultural and environmental wellbeing of people and communities and future generations, whilst having particular regard to:
    - a. Providing for choices that will meet the needs of people and communities and future generations for a range of dwelling types and locations, working environments and places to locate businesses;
    - b. Promoting the efficient use of urban land and development infrastructure and other infrastructure; and
    - c. Limiting as much as possible adverse impacts on the competitive operation of land and development markets.
  - PA4: When considering the effects of urban development, decision-makers shall take into account:
    - a. The benefits that urban development will provide with respect to the ability for people and communities and future generations to provide for their social, economic, cultural and environmental wellbeing; and
    - b. The benefits and costs of urban development at a national, inter-regional, regional and district scale, as well as local effects.
- 48 Proposed Variations 4 (A-H) make no changes to the PDP provisions that influence the supply of land for urban development. Therefore, proposed Variations 4 (A-H) do not cause the PDP to be inconsistent with the NPSUDC in this respect. The proposed Variation 4D amendments to the permitted activity standards for buildings in the Working Zones have the potential to positively affect business development capacity by making the construction of buildings more viable, and this is consistent with the NPSUDC objectives and policies.
- 49 There are no other NPS relevant to Proposed Variations 4 (A-H).
- 50 The National Planning Standards (gazetted in April 2019) have effect but the Council has seven years to give effect to the requirements of the Standards and is not required to comply with the Standards in the interim. Although opportunities to give effect to any relevant parts of the NPS have been considered under Variations 4(A-H), giving full effect to the NPS will be addressed separately by a future Plan Change(s).

## **2.7 National Environment Standards**

- 51 There are six National Environmental Standards currently in force:
- a. National Environmental Standards for Air Quality (2004);

- b. National Environmental Standard for Sources of Drinking Water (2007);
- c. National Environmental Standard for Telecommunication Facilities (2016);
- d. National Environmental Standard for Electricity Transmission Activities (2009);
- e. National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health (2011); and
- f. National Environmental Standard for Plantation Forestry (2018).

- 52 None of the provisions of proposed Variations 4 (A-H) conflicts with these National Environment Standards.

## 2.8 Regional Policy Statement

- 53 Section 75(3)(c) the district plan must give effect to the Regional Policy Statement for the Wellington region (WRPS). The WRPS was made operative on 24 April 2013.
- 54 The WRPS provides an overview of the resource management issues in the Wellington region, and the ways in which integrated management of the region's natural and physical resources will be achieved.
- 55 The WRPS has the following objectives and policies relevant to this Proposed Variation. The most relevant are:
- **Objective 22** which identifies a compact, well designed and sustainable regional form that has an integrated, safe and responsive transport network and in particular clauses:
    - (b) an increased range and diversity of activities in and around the regionally significant centres to maintain vibrancy and vitality;
    - (h) integrated public open spaces; and
    - (i) Integrated land use and transportation.
  - **Policy 30:** Maintaining and enhancing the viability and vibrancy of regionally significant centres – district plans
  - **Policy 56:** Managing development in rural areas – consideration.
  - **Policy 57:** Integrating land use and transportation - consideration.
  - **Policy 58:** Co-ordinating land use with development and operation of infrastructure – consideration.
  - **Objective 23** which identifies that the region's iwi authorities and local authorities work together under Treaty partner principles for the sustainable management of the region's environment for the benefit and wellbeing of the regional community, both now and in the future.
  - **Policy 48:** particular regard shall be given to: (a) the principles of the Treaty of Waitangi; and (b) Waitangi Tribunal reports and settlement decisions relating to the Wellington region.
- 56 These objectives and policies were considered in preparing Variations 4 (A-H), in addition these policies have been considered in relation to the matters raised in the submission received.

- 57 Proposed Variations 4 (A-H) include a number of minor changes which are not significant in terms of the regional perspective of the WRPS. However, the amendments proposed by Variation 4H are potentially affected by, and give effect to, some provisions of the WRPS.
- 58 Variation 4H seeks amendment to Rural Zone Rule 7A.5.7 to specify that retailing, that is not ancillary to primary production activities, is a non-complying activity.
- 59 This amendment gives effect to RPS Objective 22 and Policies 30 and 56 by ensuring retail activities (including large format retail) do not proliferate in rural areas, resulting in the loss of vitality and viability of the Paraparaumu Town Centre, which is identified as one of the Sub-Regional Centres of importance under Objective 22.

## **2.9 Management plans and strategies under any other Acts**

- 60 Section 74 of the RMA requires the Council to have regard to management plans and strategies prepared under other Acts when preparing or changing its district plan.

### **Council Strategies**

- 61 The Kapiti Coast District Council has in place the following potentially relevant strategies prepared under other legislation:
- 62 Coastal Strategy (2006) - This strategy is a guiding document which aims to ensure the community's vision to restore and enhance the wild and natural feel of the coast is achieved. The strategy focuses on the coastal margins, and aims to set out a framework for managed change over a 20-year period.
- 63 Community Facilities Strategy (2017) - The purpose this strategy is to plan for the current and future needs of the community for community facilities. The strategy also outlines a decision-making process to determine how the Council can consider future requests for facilities support.
- 64 Development Management Strategy (2007) - This strategy sets out Kāpiti Coast District Council's strategy for the management of development and settlement patterns on the Kāpiti Coast.
- 65 Economic Development Strategy 2015-18 - This strategy provides a roadmap for Council, business and the community to continue to foster a thriving economy in the District. It outlines how Council and businesses can work together to harness local knowledge, skills and resources, while setting goals to help make the best decisions.
- 66 Open Space Strategy (2012) - This strategy sets up the vision for the provision and management of open space in the Kāpiti Coast District for the next 20-50 years.



- 67     Sustainable Transport Strategy (2008) - This strategy takes a long term and realistic view of the future options and opportunities and casts that in the light of the impacts of peak oil, climate change and national and regional transport initiatives. The strategy is concerned with reshaping the local transport system so that it has the characteristics of a sustainable system and dealing with key problems which are a barrier to sustainable outcomes.
- 68     The most relevant of these strategies is the Open Space Strategy, which identifies open spaces as important community assets for providing venues for local, regional and national events, which provide economic and social benefits to the community. The approach proposed by Variation 4F for temporary events and regular markets is consistent with the intentions of the Open Space Strategy. The amendments provide for events and regular community markets on Council-owned sites (including open spaces).

### **Other Council Plans**

- 69     The following plans, prepared under other legislation, are also potentially relevant:
- 70     Long Term Plan 2018-38 - The long term plan 2018-38 is a blueprint for the future of our district and shows how council intends to contribute to achieving our vision of a thriving environment, vibrant economy and strong communities in Kāpiti.
- 71     The Kāpiti Coast District's Long Term Plan 2018-38 sets out 'A positive response to our distinct district identity' as one of the relevant 10 year outcomes sought for the Kāpiti Coast district. Variation 4F seeks to simplify and better enable temporary events to occur within the Kāpiti Coast district, Variation 4B seeks to better manage the effects of earthworks on natural landforms, amenity values and rural character and Variation G seeks to clarify controls on general retail activities in the Rural Zone. These Variations, in particular, help to contribute to the identity of the Kāpiti Coast district.
- 72     Reserve Management Plans - Reserve Management plans contain the overall vision for the reserves and include policies that help shape the use, management and development of our parks and reserves in Kāpiti. The Council has reserve management plans in place for nineteen reserves. Reserve management plans will be relevant to the proposed non-RMA method for managing temporary events and 'regular markets' within Council reserves, and will apply in addition to the proposed PDP rules.

### **Council Policies and Bylaws**

- 73     The Kapiti Coast District Council has the following other policies and bylaws which are relevant to Variation 4F:
- Public Places Bylaw 2017;

- Trading in Public Places Policy 2017; and
  - Traffic Bylaw 2010.
- 74 All of the above bylaws are highly relevant to the amendments proposed by Variation 4F to the provisions for temporary events and regular community markets.
- 75 The Public Places Bylaw and Trading in Public Places Policy provide an authorisation process for temporary events and 'regular markets' on Council-owned land. This authorisation process sits outside of the RMA, and therefore offers an established alternative approach to managing many events and markets in the District.
- 76 The Traffic Bylaw sets the requirements for parking and control of vehicular traffic on any road, public carpark, reserve or other public place owned by the Kapiti Coast District Council. The bylaw is therefore of importance to the proposed changes to provisions for temporary events and 'regular markets' where carried out on public places owned by the Council, or places under the control and management of the Council.

### **Planning Documents Recognised by Iwi Authorities**

- 77 There are four documents recognised by iwi authorities in the Kapiti Coast District. These comprise:
- Ngāti Raukawa Ōtaki River and Catchment Iwi Management Plan 2000;
  - Nga Korero Kaupapa mo Te Taiao: Policy Statement Manual for Kapakapanui: Te Runanga O Ati Awa ki Whakarongotai Inc;
  - Te Haerenga Whakamua – A Review of the District Plan Provisions for Māori: A Vision to the Future for the Kāpiti Coast District Council District Plan Review 2009-12 – 2012; and
  - *Whakarongotai o te moana o te wai* Kaitiakitanga Plan for Te Atiawa ki Whakarongotai (2019).
- 78 As Proposed Variations 4 (A-H) apply to the entire district, all of these documents are considered below:
- 79 Proposed Ngāti Raukawa Ōtaki River and Catchment Iwi Management Plan 2000 – The Proposed Plan establishes a vision for Ngāti Raukawa exercise of Kaitiakitanga, in respect of the Otaki River and its catchments, and provides policy to guide the fulfilment of that vision. The policy is aimed at providing for the ongoing development of a comprehensive framework from which Ngāti Raukawa can engage in management of the Otaki River and its resources to ensure fulfilment of its Kaitiakitanga responsibilities. Despite the status of the plan being 'proposed', the Council was advised by Te Runanga O Raukawa in a letter dated 1 June 2001 that the plan was made operational by the

Runanga on 10 April 2001. No inconsistencies between proposed Variations 4(A-H) and the proposed Management Plan were identified.

- 80 Nga Korero Kaupapa mo Te Taiao - The document outlines the vision, intent and objectives for compliance with tikanga standards for protection and management of the environment as determined by Te Runanga O Ati Awa ki Whakarongotai Inc with respect to disposal and treatment of effluent, stormwater runoff, heritage protection and management, and representation. The content of Variations 4(A-H) do not address any of the above matters.
- 81 Te Haerenga Whakamua - Input from tangata whenua was an important part of developing the PDP, with 23 meetings held from December 2010 through October 2012 between Council staff and a Tangata Whenua working party nominated by Te Whakaminenga o Kāpiti.
- 82 The Tāngata Whenua Working Party was established in 2010 as a mechanism for iwi to participate in the review of the District Plan and to represent the District's three iwi (Te Āti Awa ki Whakarongotai, Ngāti Raukawa ki te Tonga and Ngāti Toa Rangatira). The mandate for the working party was to review all aspects of the District Plan on behalf of Te Whakaminenga o Kāpiti and recommend to this forum the direction for iwi policy and Māori world view within this process.
- 83 This process resulted in the document Te Haerenga Whakamua being approved by Te Whakaminenga o Kāpiti in March 2012 and endorsed by Council on 27 September 2012. None of the proposed Variations 4 (A-H) provisions are identified as being inconsistent with Te Haerenga Whakamua.
- 84 Whakarongotai o te moana o te wai Kaitiakitanga Plan - This Plan identifies the key kaupapa, huanga and tikanga values, objectives and policies of Te Ātiawa ki Whakarongotai to guide kaitiakitanga. The document is internally focused, in order to support the kaitiaki practice of the iwi, but also to inform other agencies. The provisions of proposed Variations 4 (A-H) do not alter any of the provisions of Chapter 2 or 2A of the PDP as they relate to kaitiakitanga. The proposed amendment to Policy 3.14 (addressing the effects of earthworks on natural landforms) potentially enhances the policy framework enabling kaitiakitanga.
- 85 None of the provisions of proposed Variations 4 (A-H) conflicts with any of the objectives, tikanga or five-year priorities set out in Whakarongotai o te moana o te wai.

## 2.10 Council's functions under the RMA

- 86 Variations 4 (A-H) involves the establishment of methods to achieve integrated management of the effects of the use, development, or protection of land and associated natural and physical resources for the Kapiti Coast district. In addition, the Variations aims to control the actual or potential effects of the use, development, or protection of land.

- 87 Accordingly, the Variation is designed to accord with and assist the Council to carry out its s31 functions.

## **2.11 Consistency with adjacent territorial authorities**

- 88 Variations 4 (A-H) all involve minor changes and corrections to the existing provisions of the Kāpiti Coast Proposed District Plan. The changes amend current provisions within the Plan to address implementation issues and improve efficiency and effectiveness of the Plan. There are no significant policy shifts or cross boundary issues that would require consistency with adjacent territorial authorities.

## **2.12 Process - Hearing not needed**

- 89 No hearing is required in relation to Variations 4 A, B, C, D, E, G and H as no submissions were received, pursuant to Clause 8C of Schedule 1 of the RMA. As they are beyond challenge changes to rules under these variations must be treated as operative and previous rule inoperative in accordance with RMA section 86F.
- 90 One submission was received in relation to Variation 4F (temporary events provisions), from Sean Mallon, Group Manager of Infrastructure Services, Kāpiti Coast District Council on 20th November 2019.
- 91 The written submission indicated that the Council's Infrastructure Services Group wished to be heard in support of their submission. A letter has since been received formally withdrawing this request to be heard (letter from Sean Mallon dated 16 January 2020).
- 92 Following the withdrawal of the submitter's request to be heard, no hearing is necessary for Variation 4F, pursuant to Clause 8C of Schedule 1 of the RMA.

## SECTION 3: CONSIDERATION OF SUBMISSION

### 3.1 Report evaluation

- 93 The purpose of this evaluation is to inform the Strategy and Operations Committee of the relevant information and issues regarding Variations 4 (A-H), along with recommendations on the submission received.
- 94 The recommendations contained within this report relate to the written submission received and any information accompanying that submission. I emphasise that the conclusions and recommendations made in this report are my own, based on the information to hand at the time of writing this report, and are not binding upon the Strategy and Operations Committee. It should not therefore be assumed that the Committee will reach the same conclusion.
- 95 One submission was received in total. The submission sought amendments to Variation 4F to improve the way traffic impacts are considered under the proposed permitted activity standards for temporary events, including:
- i. Issue 1 – increasing the limits for vehicle movements associated with temporary events and changing the measurement of vehicle movements within the permitted activity standards
  - ii. Issue 2 – greater clarity for on-site car parking requirements for different types of temporary events.
  - iii. Issue 3 – introducing a requirement for a Traffic Management Plan for all temporary events to be prepared and submitted to Council to cover specific traffic related matters in relation to traffic control of temporary events.
- 96 The following evaluation should be read in conjunction with the summary of the submission and the submission itself (Appendix 1.2).
- 97 For assessment purposes, a copy of Proposed Variations 4 (A-H), as notified, is included in Appendix 1.1 of this report.

### 3.2 Variation 4F – Limit and measurement of traffic impacts

#### 3.2.1 Matters Raised by Submitter

- 98 Submission 1, Sean Mallon, Group Manager of Infrastructure Services, Kāpiti Coast District Council supported Variations 4F. A copy of the submission is included in Appendix 1.2 of this report.

- 99 The submitter sought specific amendments to the wording of Variation F temporary events, in particular to Rule 12B.1.1, permitted activity standard 10 relating to the measurement and limit of vehicle movements. The overall reason for the requested amendments were to further enable temporary events as a permitted activity, and improve clarity and consistency of these provisions.
- 100 The original issue with the Temporary Events standard 10 was identified within the s.32 report as being:
- Measurement of the per hour number of vehicle movements - this did not reflect events where attendance occurred at a particular time rather than over the course of a day.
  - Limit of 50 vehicle movements per hour standard – was assessed as being unduly restrictive for temporary events.
  - Monitoring of the number of per hour vehicle movements – was considered to be difficult to monitor and would require many staff hours to enforce on a consistent basis.
- 101 Proposed standard 10, as notified in Variation 4F, reads as follows (underlining shows proposed additional text, ~~strike through~~ shows proposed deletion):
- Traffic*
10. Traffic expected to be generated by the temporary event must not exceed of 50 vehicle movements in any one hour or 800 vehicle movements per day, whichever is greater.
- 102 Submission 1 requests that standard 10 is re-written, as follows:
10. Patrons expected to attend the event must not exceed 450 in any hour up to a maximum of 3,600 people per day.
- Note: this equates to a maximum of 150 vehicle movements per hour or 1,200 vehicle movements per day based on an assumption of 1 car per 6 patrons.
- 103 The submission proposes that the limit for the permitted activity standard is changed and effectively raised from the existing 50 vehicle movements per hour or 800 vehicle movements per day, to a proposed 150 vehicle movements per hour or 1,200 vehicle movements per day. The submissions states that 150 vehicle movements per hour can easily be accommodated within the existing legal road network.
- 104 To further support this requested change to the limits for traffic movements the submitter has also provided an analysis of the information contained

within temporary event forms that Council has received between October 2018 to November 2019. This analysis concludes that the current and proposed limits (as notified) would be set too low for a permitted activity standard, resulting in events that had previously been held with no traffic issues now requiring a resource consent for traffic impacts. Raising the maximum limit to 1,200 vehicle movements per day (or 3,600 people per day based on 6 patrons per car) would mean that the vast majority (98%) of the temporary events analysed would now meet the permitted activity standards for vehicle movements generated and would not trigger the need for resource consent.

- 105 One of the reasons provided by the submitter for the proposed changes is that the wording in the notified version of standard 10 was thought to be confusing and difficult to interpret, and the revised wording was suggested to be more enabling and consistent with other rules in the plan.
- 106 The change from 'vehicle movements' as a measurement of traffic impact to 'patrons attending' was justified in the submission because it was thought that event organisers typically work on the basis of number of visitors and do not fully understand how to apply the definition of vehicle movements in the PDP to temporary events.

### **3.2.2 Assessment**

- 107 The specific amendments sought to Variation 4F, Rule 12B.1.1, permitted activity standard 10 are addressed in detail below.
- 108 The submission also requests that the permitted activity standard 10 which specifies the limit for people attending/vehicle movements is raised to enable more temporary activities to be considered under the permitted activity category. I consider the evidence and analysis provided from the submitter on traffic movements of temporary events held in the previous 12-month period (October 2018 - November 2019) to be compelling. I note that a number of the events in the information provided didn't specify the vehicle movements as the information was not provided on the temporary event form. However, the information provided does still provide useful insight into the scale and impact of the temporary events occurring in the District and the impact of the Variation 4F permitted activity provisions.
- 109 I also note that there have been very few traffic complaints received by Council in relation to temporary events across the same time period. The submission states that the change to 150 vehicle movements per hour can be easily accommodated without impacting on the functioning of the legal road network for the District. As the submitter is the road controlling authority for the District and is ultimately responsible for ensuring a safe and efficient local road network, I accept this assertion.
- 110 I also agree with the request to use both the measurements of 'vehicle movements' and 'patrons attending'. In my view this approach will provide



some clarity to users of the Proposed District Plan when considering the temporary events provisions, although it is my view that consistently using the term 'people' rather than 'patrons' would be even clearer. The wording of the subsequent note beneath standard 10 provides an opportunity to explain how the number of attendees relates and converts to the vehicle movement standards.

- 111 The text proposed in the written submission slightly alters the intent of standard 10 in that an hourly limit is described up to a maximum amount. This is different to the standard that was proposed and notified which provided an hourly limit or maximum limit, whichever was greater. It is my view that the use of 'or' provides the greatest flexibility to reflect the varied nature of the temporary events. I note that the submitter has also used the term 'or' in the note explaining the standard and I recommend that this is retained.
- 112 On this basis, I concur with the submitter that raising the permitted activity standard threshold in standard 10 in relation to vehicle movements and providing both the number of vehicle movements and the number of people attending the event would be appropriate. I consider the changes proposed within the submission would achieve an appropriate balance of enabling temporary events to occur within an acceptable envelope of traffic impacts.

### 3.2.3 Recommendations

- 113 I recommend that the written submission seeking amendments to the wording of Variation 4F, Rule 12B.1.1, permitted activity standard 10 is **accepted in part**.
- 114 For greater clarity for standard 10, I recommend retaining the vehicle movements measurement in the standard but incorporating the number of people comparison in the 'note' below. Raising the levels of permissible traffic movements/people attending the events will enable a more balanced approach to managing traffic effects for temporary events. I have also recommended additional explanatory text to the note to provide greater clarity to plan users.
- 115 I therefore recommend the following changes to the wording for standard 10 should be as follows:
- Traffic
10. Traffic expected to be generated by the *temporary event* must not exceed ~~of 50~~ 150 *vehicle movements* in any one hour or ~~800~~ 1,200 *vehicle movements* per day, whichever is greater.

Note: For the purpose of estimating vehicle movements under this standard, these vehicle movement thresholds ~~This equates to up to 450 people attending the event in any hour or 3,600 people attending per day, whichever is greater, based on an assumption of 1 car per 6 people.~~

## 3.3 Variation 4F – Parking for temporary events

### 3.3.1 Matters Raised by Submitters

- 116 In submission 1, S Mallon, Group Manager of Infrastructure Services, Kāpiti Coast District Council proposes amendments to permitted activity standard 11, proposed under Rule 12B.1.1, as follows:
11. Parking for the event must comply with the following:
- a) For temporary events (such as performances) which have a specific start and finish time parking must be provided as entertainment activities in accordance with rule 11P.1.10.
  - b) Parking for ~~the~~ all other events must be accommodated provided on the site of the temporary event or by other off-street parking arrangements shown in the transport management plan to accommodate expected patrons per hour.
- 117 The submitter states that the amendments will recognise and seek to better manage the effects that different events will have on the network. In particular, the intent of the submission is to better address the impacts of temporary events on traffic and transportation where visitors arrive at a site all at once and leave at the same time.

### 3.3.2 Assessment

- 118 I concur with the intent of the submission, in that different types of events generate different types of traffic effects and should be managed accordingly. The submission highlights the difference between the traffic effects of an event that commences and finishes at a single point in time (and therefore all people arrive and depart at the same time) when compared to an event that runs across a defined time period and people have flexibility of when they attend and depart the event within that time period.
- 119 The second set of changes suggested in the submission requires that the parking arrangements must be outlined within a transport management plan and must be designed to accommodate the number of people attending per hour. A separate newly proposed standard (see 3.6.1 of this report) requires the transport management plan to be provided to Council.
- 120 I note that the submission proposes two new standards for permitted activity Rule 12B.1.1 to address traffic effects for temporary events. One relates to addressing on-site car parking and the other relates to traffic management planning (predominantly on-site measures). On-site car parking provisions and traffic control measures for temporary events were not proposed to change under Variation 4F. Variation 4F sought to address the impact of vehicle movements on the operating legal road network only.
- 121 Although the issues raised are valid on-site parking considerations, I consider they fall out of scope of proposed Variation 4F and accordingly cannot be considered. Variation 4F sought to address vehicle movements to and from

temporary events within the existing legal road network and did not suggest any changes to the parking provisions. Changes to parking provisions were not evaluated and members of the public did not have adequate opportunity to consider and comment on changes to the parking standard. Legal advice has been sought and has confirmed that this point of the submission be considered to be outside of the scope of Variation 4F.

### 3.3.3 Recommendations

- 122 I recommend that the content of the additional permitted activity standard 11, proposed in the submission received, is out of scope for this Variation. Rule 12B.1.1, standard 11 remains unchanged in the Proposed District Plan. Accordingly, I recommend this part of the submission be **rejected**.

## 3.4 Variation 4F – Transport Management Plan

### 3.4.1 Matters Raised by Submitters

- 123 Submission 1 from Sean Mallon, Group Manager of Infrastructure Services, Kāpiti Coast District Council proposes a new permitted activity standard 12, proposed under Rule 12B.1.1, as follows:

12. A Transport Management Plan must accompany the *management plan* required by standard 8 above setting out the methods by which compliance with the standards 10 and 11 will be achieved. The Management Plan must identify:
- number of people expected;
  - vehicle access, servicing and car parking arrangements;
  - any temporary traffic management measures on *legal road*;
  - cycle and pedestrian access and (including cycling parking);
  - any methods to encourage the use of alternative transport modes (such as public transport, cycling and walking); and
  - complaints procedures.

### 3.4.2 Assessment

- 124 The proposed standard from Submitter 1 seeks that the anticipated traffic effects of the temporary event are documented through a transport management plan. This document will demonstrate the event organiser's ability to comply with the required traffic permitted activity standard. This management plan approach is not unique; in fact, it is proposed that the transport management plan should be submitted as part of a management plan already required under standard 8 (relating to managing noise effects). The transport management plan would be subject to the same requirements under existing standard 8, e.g. be submitted to Council 10 working days prior to the event.
- 125 My view is that the issues raised are valid traffic event management considerations but they fall out of scope of proposed Variation 4F. Variation

4F sought to improve an existing provision in the District Plan that managed vehicle movements for temporary events within the existing legal road network. The submission seeks changes to deal with a range of matters beyond vehicle movements. Legal advice has been sought and has confirmed that this point of the submission is outside of the scope of Variation 4F, and therefore cannot be considered.

### 3.4.3 Recommendations

- 126 I recommend that the additional permitted activity standard 12, proposed in the submission received is out of scope for Variation 4F. Rule 12B.1.1, standard 12 remains unchanged in the Proposed District Plan. Accordingly, I recommend this part of the submission be **rejected**.

## 3.5 Conclusion on the Variation provisions

- 127 I consider that the one submission on Variation 4F should be accepted in part and that provisions in chapter 12 of the Proposed District Plan be amended as set out in section 5 below. My reasons for this are set out in Sections 3.2 - 3.4 of this report.
- 128 Variations 4 (A-E) and (G-H) received no submissions from the public and are therefore currently being treated as operative in accordance with RMA section 86F, as of 19 December 2019. This report recommends that these Variations are all formally accepted with no amendments.
- 129 My overall conclusion is that Proposed Variations 4 (A-E), (F – as amended) and (G-H) will be efficient and effective in achieving the purpose of the RMA, the purpose of the variations, the relevant objectives of this plan and other relevant statutory documents as discussed in this report.

## SECTION 4: S32AA EVALUATION OF CHANGES

- 130 Section 32AA of the RMA requires that a proposal is further evaluated for any changes that have been made to a proposal since the previous evaluation report was undertaken. The proposal must be undertaken at a level of detail that corresponds to the scale and significance of the change.
- 131 The previous evaluation report outlined that the main issue relevant to Variation 4F and the temporary event permitted activity standards in the Proposed District Plan was:
- 132 *The vehicle movement limit of 50 vehicle movements per hour was not practical for temporary events where most people show up at a particular time as opposed to showing up over the course of a few hours. The standard is also difficult to monitor and enforce.*
- 133 In response, an amendment was proposed to simplify the standards applicable to temporary events, making them more achievable for most temporary events, as follows:
- 134 Amend Rule 12B.1.1 – Standard 10 as follows:
- Traffic*
10. *Traffic expected to be generated by the temporary event must not exceed of 50 vehicle movements in any one hour or 800 vehicle movements per day, whichever is greater.*
- 135 The amendment under Variation 4F introduced a ‘per day’ limit option for vehicle movements which introduced flexibility to better accommodate the nature of temporary events.
- 136 The proposed amendments were assessed as having low scale and significance of effects and the evaluation approach was simplified: the option was compared with a single alternative option (the status quo PDP provisions) and the evaluation was made at a broad district-wide level.
- 137 The s32 report concludes that the changes proposed in Variation 4F are the most appropriate way to achieve the PDP objectives, by comparison with the reasonably practicable alternative approaches. In achieving the PDP objectives, the proposed amendments will also contribute to achieving the sustainable management purpose of the RMA.

- 138 Following analysis of the submission received, further changes to Variation 4F are recommended as follows:

**Traffic**

10. Traffic expected to be generated by the *temporary event* must not exceed ~~of 50~~ 150 *vehicle movements* in any one hour or ~~800~~ 1,200 *vehicle movements* per day, whichever is greater.

Note: For the purpose of estimating *vehicle movements* under this standard, these *vehicle movement* thresholds equate to up to 450 people attending the event in any hour or 3,600 people attending per day, whichever is greater, based on an assumption of 1 car per 6 people.

- 139 The proposed changes will increase the permitted activity limit for vehicle movements association with temporary effects and provide an informative note that provide a conversion of vehicle movements to number of people attending the event to enable better understanding of the standard.
- 140 The first change will allow for a significant proportion of temporary events to occur within permitted activity vehicle movement standards. Council's Infrastructure Services Group have stated that the legal road network is able to accommodate the new hourly vehicle movement limits.
- 141 The second change will provide greater clarity for plan users in understanding how to interpret and apply the vehicle movement plan requirements. Event organisers will better understand how many people can attend the event and how the Council converts that figure into vehicle movements.
- 142 The two changes have been evaluated and will:
- provide a more practical basis for managing the actual and potential adverse effects of temporary events
  - further remove obstacles to permitted activity temporary events and remove the need for (and cost of) resource consents.
  - better enable the economic and employment benefits of temporary events.
  - be straightforward and readily able to be implemented, with no administrative PDP inefficiency.
  - enhance the ability to achieve the PDP community wellbeing objectives.
- 143 Further evaluation under s32AA shows the changes to the proposed amendments do not affect the conclusions of the s32 evaluation.

- 144 Overall, I consider that the changes will be efficient and effective in achieving the purpose of the RMA, the relevant objectives of this plan and other relevant statutory documents for the reasons set out in the Section 32 & 32AA analysis undertaken and the assessment included in Section 3 of this report.

## SECTION 5: OVERALL RECOMMENDATION

- 145 Based on the analysis contained within this report, the submission received, the Section 32 report and the evaluation of changes under s32AA and other relevant statutory matters, it is recommended that the Strategy and Operations Committee approve Variations 4 (A-H) as follows:
- 146 Approve the following Variations with no changes (as shown in Appendix 1.1 but excluding Variation 4F):
- Variation 4A - Chapter 1: Review of a number of defined Terms.
  - Variation 4B – Chapter 3: Review of Earthworks Policies
  - Variation 4C – Chapter 5: Changes to Living Zone
  - Variation 4D – Chapter 6 Changes to the Working Zone
  - Variation 4E – Changes to Traffic and Transportation related rules
  - Variation 4G – Amendments to Rule 11P.1.2 parking requirements for Residential Activities.
  - Variation 4H – Amend Rural Zone Rule 7A.5.7 to clarify the activity status of general retail activities in the Rural Zone.
- 147 Approve with amendment:
- Variation 4F – Amendments to temporary event provisions.
- 148 The recommended amendment to Variation 4F is to Rule 12B.1.1, Standard 10 of the Proposed District Plan, is as follows:

### **Table 12B.1. Permitted Activities**

*The following activities are permitted activities, provided that they comply with all corresponding permitted activity standards in this table, and all relevant rules and permitted activity standards in other chapters (unless otherwise specified).*

### **Permitted Activities Standards**

...

#### **Traffic**

10. Traffic expected to be generated by the *temporary event* must not exceed ~~of 50~~ 150 vehicle movements in any one hour or ~~800~~ 1,200 vehicle movements per day, whichever is greater.



Note: For the purpose of estimating *vehicle movements* under this standard, these *vehicle movement* thresholds equate to up to 450 people attending the event in any hour or 3,600 people attending per day, whichever is greater, based on an assumption of 1 car per 6 people.

## SECTION 6: RECOMMENDATIONS ON SUBMISSION

### Submission for Variation 4F – Temporary Events

Submission number	Name	Support/ oppose/ seek amendment	Decision sought	Further submission	Recommendation
1	Kāpiti Coast District Council	Support and seek amendment	<p>Amend Rule 12B.1.1 – standard 10 as follows:</p> <p>Traffic</p> <p><del>10. Traffic expected to be generated by the temporary event must not exceed of 50 vehicle movements in any one hour or 800 vehicle movements per day, whichever is greater.</del></p> <p>Insert new standards 10, 11 and 12 as follows:</p> <p><u>10. Patrons expected to attend the event must not exceed 450 in any hour up to a maximum of 3,600 people per day.</u></p> <p><u>Note: this equates to a maximum of 150 vehicle movements per hour or 1,200 vehicle movements per day based on an assumption of 1 car per 6 patrons.</u></p>	None	<p>Accept in part and amend Rule 12B.1.1 – standard 10 as follows:</p> <p>Traffic</p> <p>10. Traffic expected to be generated by the <i>temporary event</i> must not exceed of <del>50</del> <u>150</u> vehicle movements in any one hour or <del>800</del> <u>1,200</u> vehicle movements per day, whichever is greater.</p> <p><u>Note: For the purpose of estimating vehicle movements under this standard, these vehicle movement thresholds equate to up to 450 people attending the event in any hour or 3,600 people attending per day, whichever is greater, based on an assumption of 1 car per 6 people.</u></p>

Submission number	Name	Support/ oppose/ seek amendment	Decision sought	Further submission	Recommendation
			<p>Amend Rule 12B.1.1 – introduce new standard 11 as follows:</p> <p><u>11. Parking for the event must comply with the following:</u></p> <p>a) <u>For temporary events (such as performances) which have a specific start and finish time parking must be provided as entertainment activities in accordance with rule 11P.1.10.</u></p> <p>b) <del>2-</del> <u>Parking for the all other events must be accommodated provided on the site of the temporary event or by other off-street arrangements shown in the transport management plan to accommodate expected patrons per hour.</u></p>	None	<p>Reject. Request is out of scope of Variation 4F.</p> <p>Rule 12B.1.1, standard 11 remains unchanged in the Proposed District Plan.</p>
			<p>Amend Rule 12B.1.1 – introduce new standard 12 as follows:</p> <p><u>12. A Transport Management Plan must accompany the management plan required by standard 8 above setting out the methods by which compliance with standards 10 and 11 will be</u></p>	None	<p>Reject. Request is out of scope of Variation 4F.</p> <p>Rule 12B.1.1, standard 12 remains unchanged in the Proposed District Plan.</p>

Submission number	Name	Support/ oppose/ seek amendment	Decision sought	Further submission	Recommendation
			<p><u>achieved. The Management Plan must identify:</u></p> <ul style="list-style-type: none"><li>• <u>Number of people expected;</u></li><li>• <u>Vehicle access, servicing and car parking arrangements;</u></li><li>• <u>Any temporary traffic management measures on <i>legal road</i>;</u></li><li>• <u>Cycle and pedestrian access and (including cycle parking);</u></li><li>• <u>Any methods to encourage the use of alternative transport modes (such as public transport, cycling and walking); and</u></li><li>• <u>Complaints procedures.</u></li></ul>		

## APPENDICES

---

Appendix 1.1 - Variations 4 (A-H), as notified (23<sup>rd</sup> October 2019)

Appendix 1.2 – Submission received from Sean Mallon, Group Manager Infrastructure Services, Kāpiti Coast District Council, and summary of the submission.

Appendix 1.3 - Section 32 Evaluation Report (September 2019)

## Proposed Variations 4 (A-H) to the Kāpiti Coast District Council Proposed District Plan – Miscellaneous Changes and Corrections

### Contents

PART A .....	3
Introduction.....	3
Summary of Issues Addressed by the Variations.....	3
Variation 4A - Chapter 1: Review of a number of defined Terms .....	3
Amend Chapter 1 Section 1.4 Definition of <i>Household Unit</i> .....	3
Amend Chapter 1 Section 1.4 Definition for <i>Ancillary</i> .....	4
Amend Chapter 1 Section 1.4 Definition for <i>Kitchen</i> .....	4
Variation 4B - Chapter 3: Review of Earthworks Policies .....	4
Variation 4C - Changes to Chapter 5, the Living Zone .....	5
Change Rule 5A.1.6.11 (c) (iii) setbacks for non-residential activities.....	5
Variation 4D - Changes to Chapter 6, the Working Zone .....	6
Change rules 6A.1.7.13, 6B.1.6.7, 6C.1.6.9, 6D.1.6.9 and 6E.1.6.5 relating to standards of working zones adjoining living zones.....	6
Variation 4E - Changes to Traffic and Transportation related rules.....	7
Access off right of way in Rural Areas Rule 7A.3.2.1 .....	7
Shared Car Parking Rule 11P.2.1.1.....	8
Amendments to Rule 11E.1.3.12 for private residential accesses and manoeuvring .....	8
Variation 4F - Amendments to temporary event provisions to:.....	9
Variation 4G - Amendments to Rule 11P.1.2 parking requirements for Residential Activities....	10
Variation 4H - Amend Rural Zone Rule 7A.5.7 to clarify the activity status of general retail activities in the Rural Zone NOTE THIS AMENDMENT HAS LEGAL EFFECT FROM 23/10/2019 .....	10
Proposed Amendments to Provisions .....	11
Variation 4A.....	11
Amend Chapter 1 Section 1.4 Definition of <i>Household Unit</i> .....	11
Amend Chapter 1 Section 1.4 Definition of <i>Ancillary</i> .....	11
Amend Chapter 1 Section 1.4 Definition of <i>Kitchen</i> .....	12
Variation 4B.....	12
Add a Policy to Manage the Amenity Effects of Earthworks .....	12
Variation 4C .....	13
Yard Setback for Non-residential Activities in the Living Zones .....	13
Variation 4D.....	14
Interface Between Living Zones and Working Zones .....	14
Variation 4E .....	18
Amendments to Traffic and Transport Rules.....	18
Access off right of way in Rural Areas .....	18
Change Rule 11P.2.1.1 Shared Car Parking .....	18
Amendments to Rule 11E.1.3.12 for private residential accesses and manoeuvring .....	20
Variation 4F .....	21
Amendments to the Rules for Temporary Events to:.....	21
Add definition for “regular market(s)” to Chapter 1.4 as follows: .....	21
Amend Chapter 1 Section 1.4 Definition of ‘Temporary Event’ as follows: .....	21
Amend Rule 12B.1.1 as follows: .....	21

Consequential amendment to Rule 11E.1.2 – standard 3 .....	26
Variation 4G.....	28
Amendments to Rule 11P.1.2 parking requirements for Residential Activities .....	28
Variation 4H – NOTE THIS AMENDMENT HAS LEGAL EFFECT FROM 23/10/2019 .....	29
Amendments to retailing in the Rural Zone.....	29

## PART A

### **Proposed Variations 4 (A-H) to the Kapiti Coast District Council Proposed District Plan 2012 - Miscellaneous Changes & Amendments**

The following introduction does not form part of Variations 4(A-H) but is provided as a summary of the reasons for the proposed amendments. The specific amendments can be found in Appendix 1 to this summary report.

#### **Introduction**

The Kapiti Coast Proposed District Plan (PDP) was publicly notified in 2012. Decisions on submissions were released in November 2017. Experience in the implementation of the PDP since then has highlighted a number of interpretation issues and unintended consequences arising for some definitions, policies, rules and standards.

To address these matters and ensure that the PDP is efficient and effective, the Council proposes to amend some PDP provisions by a variation to the PDP pursuant to Clause 16A of Schedule 1 of the Resource Management Act 1991 (RMA). The purpose of the variation is to:

- a) remove ambiguity in the PDP rules;
- b) provide clearer policy guidance where necessary to support the PDP rules;
- c) improve the wording of rules and associated standards to eliminate unintended outcomes; and
- d) better facilitate temporary events and regular markets.

#### **Summary of Issues Addressed by the Variations**

Each component of the variation is discussed below:

#### **Variation 4A - Chapter 1: Review of a number of defined Terms**

Issues have arisen with implementing three of the defined terms, and the provisions where they appear in within the PDP. Leaving the PDP as it is would further exacerbate these issues, leading to unintended interpretations of Plan provisions which place unnecessary constraints on the community, and risks not achieving the PDP's objectives. More detail relating to each of the terms are discussed below.

#### **Amend Chapter 1 Section 1.4 Definition of *Household Unit***



The definition for *household unit* unintentionally captures situations where residents need to install a second kitchen to operate a permitted activity home occupation, such as a catering business. Under the existing wording of the PDP, once a second kitchen is proposed to a dwelling already containing two bathrooms, the second kitchen will be deemed to have created a second 'Household Unit'. This results in the requirement to comply with subdivision standards and the payment of financial contributions and development contribution fees. This is not the intent of the plan, which allows for home occupations as a permitted activity.

#### **Amend Chapter 1 Section 1.4 Definition for *Ancillary***

The current wording in the definition includes the phrase 'allied in characteristics, nature and type'. In many situations, an ancillary activity is not allied in characteristics, nature or type to the primary activity carried out on a site. For example, the office component to an industrial activity is ancillary to the activity, but is not allied in characteristic, nature or type. The proposed amendments to this definition has taken guidance from the National Planning Standards 2019. The National Planning Standards definition has been slightly amended below to align with the terminology of the PDP.

#### **Amend Chapter 1 Section 1.4 Definition for *Kitchen***

The definition of 'kitchen' in the PDP decision's version is as follows:

**Kitchen** means a room or part of a room capable of use for food preparation and cooking which contains a sink and an oven, or any other cooking appliance.

Note: for clarity, small electric appliances such as toasters, sandwich makers and kettles/jugs are not included as cooking appliances for the purposes of this definition.

The definition for 'kitchen' is related to the management of household density. The presence of a second kitchen is one of the features that defines a building as being a separate household unit, triggering the requirement for compliance with subdivision standards and the payment of financial contributions and development contributions.

Enforcement of unauthorised additional dwellings is made complicated by inclusion of the wording "or any other cooking appliance" in the current definition for kitchen. In addition, the note which lists electrical appliances which are not included as cooking appliances under the definition is not an exhaustive list, resulting in uncertainty for customers and the Council's compliance team. The proposed amendments will simplify the definition and provide certainty.

#### **Variation 4B - Chapter 3: Review of Earthworks Policies**

Add an additional clause d) to Policy 3.14 in Chapter 3.

Policy 3.14 currently reads as follows:

**Policy 3.14 – Earthworks**

**All earthworks activities will:**

- a) be managed to protect *geological features* identified in Schedule 3.6 from disturbance; and
- b) be sympathetically located and of a scale that protects the values of *outstanding natural features and landscapes* identified in Schedule 3.4; and
- c) avoid or mitigate erosion and off-site silt and sediment runoff to the Council's reticulated stormwater system and *waterbodies*.

During the PDP hearing process a number of amendments were made to earthworks policies to the degree that there are now a number of rules and standards in the plan that lack sufficient policy support to guide decision makers<sup>1</sup>. This lack of policy guidance is a challenge during the resource consent process as applicants and Council resource consent planners are not provided with sufficient direction from the PDP on what the plan seeks to achieve in areas which are not an *outstanding natural feature and landscape* or a *geological feature*.

As currently worded PDP Policy 3.14 is focussed on RMA Section 6 matters (matter of national importance - outstanding natural features and landscapes). The policy framework for general earthworks in areas that do not fall under RMA Section 6 (which the Council is required to have particular regard to) are not referred to. Such resource consent applications outnumber those for earthworks within an *outstanding natural feature and landscape* or a *geological feature*, and therefore the PDP needs to provide guidance to decision makers. There is currently little policy to guide decision makers on how to manage the effects of earthworks on landforms and all other landscapes, and other aspects of amenity to achieve the objectives of the PDP.

#### **Variation 4C - Changes to Chapter 5, the Living Zone**

##### **Change Rule 5A.1.6.11 (c) (iii) setbacks for non-residential activities**

The current standard for yard setbacks for non-residential activities has an unintended consequence. A home occupation proposed in the living zones will need to comply with the 4m yard setback rule. This was not the intention for home occupations, which the PDP provides for as a permitted activity. Importantly, to ensure amenity values of neighbours are not negatively impacted by home occupations, a comprehensive list of effects that could negatively affect amenity are excluded from the definition for home occupation(s) as set out below:

<sup>1</sup> Appendix 3; Closing Response from Reporting Officers for Chapter 1 Introduction an Interpretation and Integration – 13 and 14 December 2016.  
5 Proposed Variations 4(A-H) to the PDP

**Home Occupation(s)** means an occupation, business, trade, craft or profession performed entirely within a *residential building* or *accessory building* by a member of the *household unit* residing permanently on the *property* which occupation, business, trade, craft or profession is a secondary and lesser use of the *property* after the primary *residential activities*.

*Home occupation* shall not include any activity involving any panel beating, spray painting, motor vehicle repairs, fibre glassing, *heavy trade vehicles*, sheet metal work, wrecking of motor vehicles, bottle or scrap metal storage, rubbish collection service (except that empty, clean drums may be stored in a suitably screened area), wrought iron work or manufacture, motor body building, fish processing, breeding or boarding of dogs or cats, *visitor accommodation* or any process which involves repetitive use of power tools, drills or hammering or any *business activity*, trade, craft or profession which creates a *nuisance effect* at or beyond the *boundary* of the *property* on which the activity is occurring, and does not include *temporary residential rental accommodation*.

Currently, a home occupation business which uses a room in an existing dwelling as an office will need to apply for resource consent if the dwelling is located within 4.0 metres from a yard. The typical yard setback requirements in residential areas for a front lot is 3.0 metres one side and 1.5 metres on the other side. Therefore, dwellings positioned closer than 4.0 meters from a boundary are very common in the district's residential areas.

As the types of activities likely to generate adverse effects on residential amenity are already excluded from the definition for home occupation, it is appropriate to exclude home occupations from Rule 5A.1.6.11 (c) (iii) - setbacks for non-residential activities.

#### **Variation 4D - Changes to Chapter 6, the Working Zone**

##### **Change rules 6A.1.7.13, 6B.1.6.7, 6C.1.6.9, 6D.1.6.9 and 6E.1.6.5 relating to standards of working zones adjoining living zones.**

These standards state:

*All buildings on properties adjoining Living Zones must meet the permitted activity standards for buildings in the adjoining Living Zone (including height, yard, height envelope).*

These standards aim to manage the interface between the Working Zone and the Living Zone to maintain amenity within the adjoining Living Zone.

The current rule broadly applies the Living Zone rules to the entire adjoining Working Zone site instead of applying the standards only to the boundary that adjoins the Living Zone. Another unintended consequence of this situation is that the number of household units permitted in the

working zones which are also within a focussed infill precinct are limited to one under living zones rule 5A.1.6 – standard 1. For example, an industrial building in the Industrial/Service Zone adjoining Living Zone will need to comply with the following permitted activity standards for the Living Zone:

- Limitation on the number of household units (problematic for some working zones);
- 40% site coverage;
- 8 metre maximum height;
- Height in relation to boundary;
- Yard setback: on a front lot: 4.5 metre front yard, 3.0m rear yard, 3.0m one side yard, 1.5m other side yard; and
- Yard Setback on a rear lot: 3.0m all yards.

To manage the amenity within the adjoining Living Zone, the only standards which should apply to industrial buildings adjoining a Living Zone, on the boundary with the Living Zone are:

- Height in relation to boundary; and
- Yard setback

Other Industrial Service Zone permitted activity standards for buildings already require compliance with the height in relation to boundary and yard standards on the boundary with a Living Zone. Therefore, the standard largely duplicates other standards, however the additional controls unnecessarily constrain the development of Industrial Service Zone sites, for example limiting site coverage to 40%, and requiring all yard setbacks to comply with the Living Zone standards even if other boundaries adjoin Industrial Service zoned sites.

It is therefore proposed to delete this standard and leave the existing height envelope and yard standards to manage the interface between the two zones.

#### **Variation 4E - Changes to Traffic and Transportation related rules**

##### **Access off right of way in Rural Areas Rule 7A.3.2.1**

For safety, connectivity, access and maintenance reasons the Operative District Plan 1999 contains a subdivision standard in the Rural Zone limiting the number of lots which can gain access via a right of way to four lots. If more than four lots are proposed to gain access via a right of way the Council has discretion to require the right of way be designed, formed and vested as legal road.

Having the ability to require road allows the Council to ensure subdivision integrates with, and is consistent with the transport network hierarchy, allowing the Council to make strategic vehicle and pedestrian links as part of the subdivision process.



Rights of way are not required to be formed to the same widths and specifications as legal road, and are consequently typically narrower than a road. Therefore, for safety reasons they are generally suitable for low numbers of users.

Currently the PDP subdivision rules for the rural zone do not specify how many lots may have access off a right of way. If left unaddressed this omission is likely to result in subdivision in the Rural Zone which is at odds with PDP Policies 11.30 – Integrated Transport and Urban Form, 11.34 – Effects of Land Use on Transport, and Policy 11.35 - Safety. These policies seek to ensure:

- Development and subdivision is integrated to enhance community connectivity, resulting in more efficient travel patterns from the community;
- Key existing and proposed transport routes likely to be required long-term as part of the District's transport network are identified, with regard given to them when considering subdivision and development resource consent applications.
- The safety of all transport users is enhanced by requiring all developments to have safe connections to the wider transport network

To ensure consistency with NZS4404: 2010, and to enable the Council to require a road where a right of way proposed more than 6 users it is proposed to add a standard to the Rural Zone subdivision rules limiting the maximum number of lots gaining access via a right of way to 6 lots.

#### **Shared Car Parking Rule 11P.2.1.1**

Controlled activity Rule 11P.2.1.1 overly complicates the matter of shared car-parking areas by different activities. The wording of the rule means even if different activities have enough parking in the shared area, resource consent is still required simply because the parking area is shared by more than one activity.

For example, a parking area shared by a café and a retail store will require resource consent under the rule simply because the parking area is shared by more than one activity. The intent of the rule is to require consent for activities which are unable to provide sufficient parking if the activities are being carried out at the same time.

It is proposed to amend it so it is clear it does not capture activities occurring on the same site which are being carried out at different times, and there is sufficient parking available for each activity at the times they are operating.

#### **Amendments to Rule 11E.1.3.12 for private residential accesses and manoeuvring**

The use of the term 'local road' has caused uncertainty in the implementation of this rule as it is not entirely consistent with the terminology used in the PDP's Transport Network Hierarchy and maps, which use the term 'neighbourhood access route'.

The Council's Traffic team has requested that the rule wording be improved to provide clarity and consistency by including "neighbourhood access routes" within the residential zones areas to be consistent with the PDP's Transport Network Hierarchy and maps.

**Variation 4F - Amendments to temporary event provisions to:**

1. Better Provide for 'Regular Markets' and *temporary events* on Council-owned sites, and sites which are vested in, or under the care, control and management of the Council;
2. Add a definition for 'regular market(s)';
3. Amend permitted activity Rule 12B.1.1 – standards 8, 10 and 11;
4. Add new permitted activity Rule 12B.1.2 – regular markets;
5. Amend restricted discretionary Rule 12B.2.1 to add regular markets, and to amend standards 3, 9, 12, and 17; and
6. Consequential amendment to Rule 11E.1.2 – standard 3.

Discussions with Council's Resource Consents team and Traffic team has indicated the following challenges with the current rules and standards:

- Event organisers must submit a temporary event management plan to the Council demonstrating how all permitted activity standards will be met no less than 30 working days prior to the event, otherwise resource consent is required. This timeframe is rarely met, meaning technically, the majority of events taking place in the district require resource consent as a restricted discretionary activity.
- Generally, there is insufficient time and high costs for event organisers to seek resource consent for not meeting this timeframe prior to the event taking place. Under these circumstances the inflexibly nature of the rules and standards are not an effective or efficient method of managing the effects of temporary events.
- The Council does require a reasonable amount of time to consider temporary event management plans and work through any issues, however the 30 working days is generally not necessary.
- The temporary event provisions do not make any allowance for regular community markets, even if they are located on a suitable site.
- There are other methods available outside of the PDP to manage temporary events and regular community markets located on council-owned sites, however the PDP currently overrides the other methods;
- Current standards limiting vehicle trip generation on an hourly basis are impractical and not effective.

The variation proposes to make temporary events and 'regular markets' on Council-owned sites a permitted activity under the PDP, however approval would still be required from the Council under the Council's existing Trading in Public Places Policy (TPPP), and Trading in Public Places Bylaw. The PDP would continue to manage temporary events and 'regular markets' on private land and on other public land under the ownership of other public bodies e.g. GWRC, DOC. Amendments to the timeframe for submitting an event management form, and the vehicle movement standard will improve the current temporary event approval and management process for event organisers.

The Council is unable to manage temporary events and 'regular markets' on land not owned and managed by the Council as the TPPP only applies to Council-owned and managed sites. Therefore, the actual and potential adverse effects of temporary events (such as noise, traffic generation, amenity effects) on other sites must still be managed under the PDP.

These changes to the PDP will support the community development and economic activity in the District. To ensure that markets are encouraged in appropriate locations within the district, and to ensure their potential adverse effects are appropriately managed, it is proposed to provide for temporary events and 'regular markets' in accordance with the Council's Public Places Bylaw and Trading in Public Places Policy.

#### **Variation 4G - Amendments to Rule 11P.1.2 parking requirements for Residential Activities**

The PDP does not currently include car parking standards for 'Shared and Group Accommodation' or Boarding Houses, and 'Supported Living Accommodation' appears in two conflicting rules. This results in the risk of the under-provision of parking for these types of accommodation.

The Operative District Plan (ODP) and the notified version of the PDP included parking provisions for these types of accommodation, however, they were lost via the hearings and decisions processes, where amendments were made in response to submissions seeking to address omissions and request clarity.

NZTA guidelines suggest that shared accommodation of this kind is likely to require a higher number of on-site car parks than typical residential household units, but fewer parks than 1 per bed. Changes are therefore proposed to add a standard that addresses car parking requirements for 'Shared and Group Accommodation' and 'Boarding Houses', and to remove the conflict for 'Supported Living Accommodation'.

#### **Variation 4H - Amend Rural Zone Rule 7A.5.7 to clarify the activity status of general retail activities in the Rural Zone**

**NOTE THIS AMENDMENT HAS LEGAL EFFECT FROM 23/10/2019**

The PDP rules require a non-complying activity consent for commercial activities in the Rural Zones. The intention had been to continue the non-complying activity status for general retailing under the operative District Plan. However, as an unintended consequence of an amended PDP definition of commercial activities, the non-complying activity rule does not apply to general retail activities.

## PART B

## Proposed Amendments to Provisions

In the following proposed deleted text and new text are indicated as follows:

- Deleted text is ~~struck through~~
- New text is underlined

**Variation 4A****Amend Chapter 1 Section 1.4 Definition of *Household Unit***

Amend the definition of “Household Unit”, as follows:

**Household Unit** means all or part of a *residential building* that is capable of, or is being used as a self-contained unit for a *residential activity*. For the purposes of this definition:

1. one *household unit* has one *kitchen* and at least one *bathroom*. If two *kitchens* and more than one *bathroom* are present, there will be two *household units*; except where a second *kitchen* is associated with and required for a *home occupation* being carried out on the *lot*, this shall be deemed one *household unit*;
2. a *household unit* may consist of one *primary residential building* and any *accessory buildings*;
3. a *minor flat* is *ancillary* to a *household unit*; and
4. a *building* used for emergency or refuge accommodation shall be deemed to be one *household unit* so long as the above requirements are met.

Note: For further clarification refer to the definitions of *residential activity*, *residential building* and *minor flat*.

**Amend Chapter 1 Section 1.4 Definition of *Ancillary***

Amend the definition of “Ancillary”, as follows:

**Ancillary** means:

1. ~~supportive;~~
2. ~~subordinate; and~~
3. ~~allied in characteristics, nature or type.~~



**Ancillary** means an activity or *development* that provides support to, and is subsidiary to the primary activity or *development* on the *site*.

#### **Amend Chapter 1 Section 1.4 Definition of *Kitchen***

Amend the definition of “Kitchen” as follows:

**Kitchen** means a room, rooms or part of a room capable of use for food preparation and cooking which contains a sink and an oven or hob, ~~any other cooking appliance.~~

~~Note: for clarity, small electric appliances such as toasters, sandwich makers and kettles/jugs are not included as cooking appliances for the purposes of this definition.~~

#### **Variation 4B**

#### **Add a Policy to Manage the Amenity Effects of Earthworks**

Amend Policy 3.14 as follows:

##### **Policy 3.14 – Earthworks**

All *earthworks* activities will:

- a) be managed to protect *geological features* identified in Schedule 3.6 from disturbance; and
- b) be sympathetically located and of a scale that protects the values of *outstanding natural features and landscapes* identified in Schedule 3.4; and
- c) avoid or mitigate erosion and off-site silt and sediment runoff to the *Council's* reticulated stormwater system and *waterbodies*; ~~and~~
- d) be managed to ensure adverse effects on natural landforms, residential *amenity values* and rural character values are remedied or mitigated.

**Variation 4C -  
Yard Setback for Non-residential Activities in the Living Zones**

Amend Rule 5A.1.6.11 (c) (iii) as follows:

**Table 5A.1. Permitted Activities**

The following activities are permitted activities, provided that they comply with all corresponding *permitted activity* standards in this table, and all relevant rules and *permitted activity* standards in other Chapters (unless otherwise specified)

Permitted Activities	Standards
6. New <i>buildings</i> , and any minor works, <i>additions</i> or <i>alterations</i> to any <i>building</i> (excluding any listed <i>historic heritage building</i> ).	<b><i>Yards and building location</i></b> 11. Any <i>lot</i> must meet the following minimum <i>yard</i> requirements: c. Side and rear <i>yards</i> : iii. any <i>building</i> used for <i>non-residential activities</i> ( <u>excluding <i>home occupations</i></u> ) must be set back from side or rear <i>boundaries</i> by a minimum of 4 metres; and ...

**Variation 4D****Interface Between Living Zones and Working Zones**

Amend Rules 6A.1.7.13 and 14, 6B.1.6.7 and 8, 6C.1.6.9 and 10, 6D.1.6.9 and 10 and 6E.1.6.5 and 6 as follows:

**Table 6A.1. Permitted Activities**

The following activities are permitted activities, provided that they comply with all corresponding *permitted activity* standards in this table, and all relevant rules and *permitted activity* standards in other Chapters (unless otherwise specified)

Permitted Activities	Standards
7. New <i>buildings</i> and <i>additions</i> and <i>alterations</i> to existing <i>buildings</i> .	<p>7. All <i>buildings</i> must fit within a <i>height envelope</i>, which is made up of recession planes which commence at a point 2.1 metres above the <i>original ground level</i> at the <i>property boundary</i> where it adjoins the <i>boundary of Living Zones</i> and inclines inwards at an angle of 45 degrees (refer to definition of height envelope and diagrams in Chapter 1). The exception to this is that garages located in the side or rear <i>yard</i> and not more than 2.4 metres in <i>height</i> may infringe the <i>height envelope</i>. Where there is a right-of-way or an <i>access strip/leg</i> immediately adjacent to, and on the other side of, the <i>property boundary</i>, the recession plane shall be measured from a point 2.1 metres above a point midway across the right-of-way or <i>access strip/leg</i>.</p> <p>...</p> <p><del>13. All <i>buildings</i> on <i>properties</i> adjoining <i>Living Zones</i> must meet the <i>permitted activity</i> standards for <i>buildings</i> in the adjoining <i>Living Zone</i> (<i>height</i>, <i>yard</i>, and <i>height in relation to boundary</i>).</del></p> <p>143. <i>Buildings</i> shall be sited a minimum of 4 metres from the <i>boundary</i> of the <i>Living Zones</i>.</p>

**Table 6B.1. Permitted Activities**

The following activities are permitted activities, provided that they comply with all corresponding *permitted activity* standards in this table, and all relevant rules and *permitted activity* standards in other Chapters (unless otherwise specified)

Permitted Activities	Standards
6. New <i>buildings</i> and <i>additions</i> and <i>alterations</i> to existing <i>buildings</i> , except in the Paraparaumu North Gateway Precinct	<p>4. All <i>buildings</i> must fit within a <i>height envelope</i>, which is made up of recession planes which commence at a point 2.1 metres above the <i>original ground level</i> at the <i>property boundary</i> where it adjoins the <i>boundary of Living Zones</i> and inclines inwards at an angle of 45 degrees (refer to definition of height envelope and diagrams in Chapter 1). The exception to this is that garages located in the side or rear <i>yard</i> and not more than 2.4 metres in <i>height</i> may infringe the <i>height envelope</i>. Where there is a right-</p>

	<p>of-way or an <i>access strip/leg</i> immediately adjacent to, and on the other side of, the <i>property boundary</i>, the recession plane shall be measured from a point 2.1 metres above a point midway across the right-of-way or <i>access strip/leg</i>.</p> <p>...</p> <p><del>7. All buildings on properties adjoining Living Zones must meet the permitted activity standards for buildings in the adjoining Living Zone (height, yard, and height in relation to boundary).</del></p> <p><del>87. Buildings shall be sited a minimum of 4 metres from the boundary of the Living Zones.</del></p>
--	--

**Table 6C.1. Permitted Activities**

The following activities are permitted activities, provided that they comply with all corresponding *permitted activity* standards in this table, and all relevant rules and *permitted activity* standards in other Chapters (unless otherwise specified)

Permitted Activities	Standards
6. New <i>buildings</i> and <i>additions</i> and <i>alterations</i> to existing <i>buildings</i> , except in the Raumati Beach Town Centre Zone.	<p>3. All <i>buildings</i> must fit within a <i>height envelope</i>, which is made up of recession planes which commence at a point 2.1 metres above the <i>original ground level</i> at the <i>property boundary</i> where it adjoins the <i>boundary</i> of <i>Living Zones</i> and inclines inwards at an angle of 45 degrees (refer to definition of height envelope and diagrams in Chapter 1). The exception to this is that garages located in the side or rear <i>yard</i> and not more than 2.4 metres in <i>height</i> may infringe the <i>height envelope</i>. Where there is a right-of-way or an <i>access strip/leg</i> immediately adjacent to, and on the other side of, the <i>property boundary</i>, the recession plane shall be measured from a point 2.1 metres above a point midway across the right-of-way or <i>access strip/leg</i>.</p> <p>...</p> <p><del>9. All buildings on properties adjoining Living Zones must meet the permitted activity standards for buildings in the adjoining Living Zone (height, yard, and height in relation to boundary).</del></p> <p><del>109. Buildings shall be sited a minimum of 4 metres from the boundary of the Living Zones.</del></p>

**Table 6D.1. Permitted Activities**

The following activities are permitted activities, provided that they comply with all corresponding *permitted activity* standards in this table, and all relevant rules and *permitted activity* standards in other Chapters (unless otherwise specified)

Permitted Activities	Standards
6. New <i>buildings</i> and <i>additions</i> and <i>alterations</i> to existing buildings (except in Paekākāriki).	<p>3. All <i>buildings</i> must fit within a <i>height envelope</i>, which is made up of recession planes which commence at a point 2.1 metres above the <i>original ground level</i> at the <i>property boundary</i> where it adjoins the <i>boundary of Living Zones</i> and inclines inwards at an angle of 45 degrees (refer to definition of height envelope and diagrams in Chapter 1). The exception to this is that garages located in the side or rear <i>yard</i> and not more than 2.4 metres in <i>height</i> may infringe the <i>height envelope</i>. Where there is a right-of-way or an <i>access strip/leg</i> immediately adjacent to, and on the other side of, the <i>property boundary</i>, the recession plane shall be measured from a point 2.1 metres above a point midway across the right-of-way or <i>access strip/leg</i>.</p> <p>...</p> <p>9. All <i>buildings</i> on <i>properties</i> adjoining <i>Living Zones</i> must meet the <i>permitted activity</i> standards for <i>buildings</i> in the adjoining <i>Living Zone</i> (<i>height, yard, and height in relation to boundary</i>).</p> <p>109. <i>Buildings</i> shall be sited a minimum of 4 metres from the <i>boundary</i> of the <i>Living Zones</i>.</p>

Table 6E.1. Permitted Activities

The following activities are permitted activities, provided that they comply with all corresponding *permitted activity* standards in this table, and all relevant rules and *permitted activity* standards in other Chapters (unless otherwise specified)

Permitted Activities	Standards
6. New <i>buildings</i> and <i>additions</i> and <i>alterations</i> to existing buildings.	<p>2. All <i>buildings</i> must fit within a <i>height envelope</i>, which is made up of recession planes which commence at a point 2.1 metres above the <i>original ground level</i> at the <i>property boundary</i> where it adjoins the <i>boundary of Living Zones</i> and inclines inwards at an angle of 45 degrees (refer to definition of height envelope and diagrams in Chapter 1). The exception to this is that garages located in the side or rear <i>yard</i> and not more than 2.4 metres in <i>height</i> may infringe the <i>height envelope</i>. Where there is a right-of-way or an <i>access strip/leg</i> immediately adjacent to, and on the other side of, the <i>property boundary</i>, the recession plane shall be measured from a point 2.1 metres above a point midway across the right-of-way or <i>access strip/leg</i>.</p> <p>...</p> <p>5. All <i>buildings</i> on <i>properties</i> adjoining <i>Living Zones</i> must meet the <i>permitted activity</i> standards for <i>buildings</i> in the adjoining <i>Living Zone</i> (<i>height, yard, and height in relation to boundary</i>).</p>

	65. <i>Buildings</i> shall be sited a minimum of 4 metres from the <i>boundary</i> of the <i>Living Zones</i> .
--	---

**Variation 4E****Amendments to Traffic and Transport Rules****Access off right of way in Rural Areas**

Amend the standards for Rule 7A.3.2.1 by inserting the following:

**Table 7A.3 Restricted Discretionary Activities**

The following activities are restricted **discretionary activities**, provided that they comply with all corresponding restricted discretionary activity standards in this table, and all relevant rules and standards in other Chapters (unless otherwise specified).

Restricted Discretionary Activities	Standards
2. Subdivision in all Rural Zones except the Future Urban Development Zone and subdivisions which are controlled activities under Rule 7A.2.2.	1. General Standards: ... g). <u>The maximum number of <i>lots</i> gaining legal and physical access via a right of way shall be 6.</u>

**Change Rule 11P.2.1.1 Shared Car Parking**

Amend Rule 11P.2.1.1 as follows:

**Table 11P.2 Controlled Activities**

The following activities are **controlled activities**, provided that they comply with all corresponding controlled activity standards in this table, and all relevant rules and standards in other chapters (unless otherwise specified).

Controlled Activities	Standards	Matters over which Council reserves control
1. <del>Carpark spaces / areas</del> <del>sShared use of carpark spaces by different activities on the same property which are unable to comply with Table 11P.1 for all activities.</del>	1. The <del>carpark</del> spaces must: <u>not be shared by different activities for parking at the same time.</u> a) <del>only be shared by different activities occurring on the same site; and</del>	1. <del>Visual, character and amenity effects.</del> 2. <del>Noise effects.</del> 3. <del>Effects on transport (including the transport network).</del>

**Table 11P.2 Controlled Activities**

The following activities are **controlled** activities, provided that they comply with all corresponding controlled activity standards in this table, and all relevant rules and standards in other chapters (unless otherwise specified).

Controlled Activities	Standards	Matters over which Council reserves control
	<del>b) not be used by for the different activities at the same time.</del>	<p>4.1. <del>Traffic effects</del> Effects on the <u>transport network, including safety effects and overspill carparking.</u></p> <p>5.2. Layout of the <i>development</i>.</p> <p>6. <del>Location and design of services.</del></p> <p>7. <del>Nuisance effects.</del></p> <p>8.3. Public safety.</p> <p>9.4. Suitability of the site for the proposed activity.</p> <p>10. Adequacy of the methods of mitigation/remediation or on-going management (e.g. <u>landscaping/ screening/ soil remediation/height above flood.</u></p> <p>11. <u>5. Hours of use of carpark spaces by each activity.</u></p> <p>12. <del>Appropriateness of the proposed use.</del></p> <p>13. <del>Context and surroundings.</del></p> <p>14. <del>Layout, design and location of proposed building/sign or structures.</del></p>



### Amendments to Rule 11E.1.3.12 for private residential accesses and manoeuvring

Amend Rule 11E.1.3.12 as follows:

**Table 11E.1. Permitted Activities**

The following activities are **permitted activities**, provided that they comply with all corresponding permitted activity standards in this table, and all relevant rules and permitted activity standards in other chapters (unless otherwise specified).

In assessing the number of spaces to be provided with respect to the gross floor area (GFA) of any building, vehicle access and parking spaces contained within the building shall not be included as part of the building area.

Permitted Activities	Standards
3. <i>Property</i> access and loading for vehicles.	<p>12. Manoeuvring –</p> <p><u>a.</u> Private residential access - unless the <i>driveway</i> accesses directly from a <u>Neighbourhood Access Route</u> <del>local road</del>, sufficient manoeuvring space must be provided on-site to ensure no reversing onto the <i>road</i> is necessary. <b>Note:</b> for clarification see the <i>Transport Network Hierarchy</i> (Schedule 11.2) and the <i>Transport Network Hierarchy</i> maps.</p> <p><u>b.</u> Commercial properties – must ensure that all <i>buildings</i> and parking areas are designed so that sufficient manoeuvring space is provided on site to ensure no reversing onto the <i>road</i> is necessary.</p>

**Variation 4F****Amendments to the Rules for Temporary Events to:**

- Better Provide for 'Regular Markets' and *temporary events* on Council-owned sites, and sites which are vested in, or under the care, control and management of the Council;
- Add a definition for 'regular market(s)';
- Amend permitted activity Rule 12B.1.1 – standards 8, 10 and 11;
- Add new permitted activity Rule 12B.1.2 – regular markets;
- Amend restricted discretionary Rule 12B.2.1 to add regular markets, and to amend standards 3, 9, 12, and 17; and
- Consequential amendment to Rule 11E.1.2 – standard 3

**Add definition for “regular market(s)” to Chapter 1.4 as follows:**

**Regular market(s)** are temporary markets where goods or services are offered for sale, and usually consist of several merchandise stalls grouped together. *Regular markets* occur on the same *site* throughout the year no more frequently than once per week.

Note: for further clarification refer to the definition for *temporary event*.

**Amend Chapter 1 Section 1.4 Definition of ‘Temporary Event’ as follows:**

**Temporary Event** means an event for general public admission (either ticketed or non-ticketed) and includes events such as festivals, concerts, galas, exhibitions and markets (but excludes *regular markets*). A *temporary event* includes structures and construction associated with the event, but excludes permanently licensed premises.

**Amend Rule 12B.1.1 as follows:****Table 12B.1. Permitted Activities**

The following activities are *permitted activities*, provided that they comply with all corresponding *permitted activity* standards in this table, and all relevant rules and *permitted activity* standards in other chapters (unless otherwise specified).

Permitted Activities	Standards
1. <i>Temporary events</i> in all zones which are not on land or within a building which is either	Duration

**Table 12B.1. Permitted Activities**

The following activities are *permitted activities*, provided that they comply with all corresponding *permitted activity* standards in this table, and all relevant rules and *permitted activity* standards in other chapters (unless otherwise specified).

Permitted Activities	Standards
<p><u>owned, vested in, or under the care, control and management of the Kapiti Coast District Council.</u></p> <p><b>Note 1:</b> <i>temporary events</i> which do not fall under this rule require authorisation under the Kapiti Coast District Council's Trading in Public Places Bylaw 2017, and the Trading in Public Places Policy 2017.</p> <p><b>Note 2:</b> <i>Temporary events</i> must also comply with the Kapiti Coast District Council Traffic Bylaw 2010.</p> <p><b>Note 3:</b> Other requirements which may be applicable to <i>temporary events</i> include:</p> <ul style="list-style-type: none"> <li>• <u>Sale and Supply of Alcohol Act 2012.</u></li> <li>• <u>Food Act 2014.</u></li> <li>• <u>Food Safety Bylaw 2006.</u></li> <li>• <u>Building Act 2004.</u></li> </ul>	<p>1. The occupation of a <i>site</i> for a <i>temporary event</i> (excluding setting up and pack down of any associated <i>structures</i> and <i>buildings</i> and restoration of the <i>site</i>) must not exceed a period of 3 consecutive days in total within any 12 month period.</p> <p><b>Hours of Operation</b></p> <p>2. <i>Temporary events</i> (including any <i>setting</i> up and packing down of <i>structures</i> associated with the event) must only occur between the hours of:</p> <ol style="list-style-type: none"> <li>Mondays to Thursday (inclusive) – 7.00am to 10.00pm</li> <li>Fridays and Saturdays – 7.00am to 11.00pm</li> <li>Sundays – 8.30am to 10.00pm.</li> </ol> <p><b>Light Spill and Glare</b></p> <p>3. All <i>temporary events</i> must comply with the light spill and glare rules as they apply to the zone in which the <i>temporary event</i> is located.</p> <p><b>Noise</b></p> <p>4. Sound testing for a <i>temporary event</i> must occur once only and must not exceed 1 hour in duration.</p> <p>5. <i>Noise emission levels</i> must not exceed the following limits when measured at a point 1 metre from the most exposed side of a <i>residential building</i>, or <i>building</i> for a <i>noise sensitive activity</i> on another <i>site</i>:</p> <ol style="list-style-type: none"> <li>75 dB LAeq(15 min) 85dB LAmax during the hours of 10am to 10pm; and</li> <li>50dB LAeq(15 min) 75dB LAmax during the hours of 10pm to 10am.</li> </ol> <p>6. Outside the hours of the <i>temporary event</i>, the applicable noise limits in the <i>permitted activity</i> rules and standards in Section 12.4.3 of this Chapter for the <i>site</i> on which the <i>temporary event</i> is located shall apply.</p> <p>7. Noise resulting from construction, maintenance or <i>demolition</i> work associated with the <i>temporary event</i> must be measured and assessed in accordance with NZS6803: 1999 Acoustics – Construction Noise.</p>

**Table 12B.1. Permitted Activities**

The following activities are **permitted activities**, provided that they comply with all corresponding *permitted activity* standards in this table, and all relevant rules and *permitted activity* standards in other chapters (unless otherwise specified).

Permitted Activities	Standards
	<p>8. A <i>Management Plan</i> must be submitted to the <i>Council</i> not less than 30 10 working days prior to the commencement of the <i>temporary event</i> setting out the methods by which compliance with all temporary events permitted activity standards will be achieved. The <i>Management Plan</i> must:</p> <ul style="list-style-type: none"> <li>a) set out the name, address and contact details of the Event Organiser;</li> <li>b) set out the location of the event;</li> <li>c) identify all potential noise sources and the means by which noise levels will be <i>controlled</i> to reasonable levels;</li> <li>d) identify affected <i>residential buildings</i> or <i>noise sensitive activities</i> located in the area and describe the method(s) for informing occupants of these <i>buildings</i> at least 30 10 working days prior to the commencement of the <i>temporary event</i> that noise will be experienced at levels in excess of the normally applicable District Plan noise limits; and</li> <li>e) describe the proposed procedures for responding promptly to any noise complaints received including describing the method for recording the complaint, together with a description of the action to be taken to avoid or mitigate the <i>nuisance effects</i>.</li> </ul> <p><b>Dust and Wind Blown Debris</b></p> <p>9. All <i>temporary events</i> shall be undertaken in a manner that avoids offensive or objectionable dust or other wind-blown debris at or beyond the <i>site boundary</i>.</p> <p><b>Traffic</b></p> <p>10. Traffic expected to be generated by the <i>temporary event</i> must not exceed of 50 <i>vehicle movements</i> in any one hour <u>or 800 <i>vehicle movements</i> per day, whichever is greater.</u></p> <p>11. Parking for the event must be accommodated on the site of the temporary event or by other off-street arrangements.</p> <p><u>Note 1: <i>Temporary events</i> must comply with the Kapiti Coast District Council Traffic Bylaw.</u></p> <p><u>Note 2: <i>Temporary events</i> may have to comply with Traffic Control Devices Manual Part 8 - Code of practice for temporary traffic management (CoPTTM).</u></p> <p><b>Waste and Sanitation</b></p>

**Table 12B.1. Permitted Activities**

The following activities are *permitted activities*, provided that they comply with all corresponding *permitted activity* standards in this table, and all relevant rules and *permitted activity* standards in other chapters (unless otherwise specified).

Permitted Activities	Standards
	<p>12. All litter and <i>waste</i> materials associated with the event must be disposed of, reused or recycled by the event and must not be placed in public litter bins in the surrounding area.</p> <p>13. All <i>waste</i> and other rubbish associated with the event must be collected and removed from the <i>site</i> in an appropriate manner within 48 hours of completion of the event.</p> <p>Note: any <i>signs</i> pertaining to <i>temporary events</i> are required to comply with the <i>permitted activity</i> standards for <i>community purpose event/charity event signs</i> as set out in section 12.3 of this Chapter.</p>
2. <u>Regular markets</u>	<p>1. <u>Regular markets</u> must occur on land or within a <i>building</i> which is either owned, vested in, or under the care, control and management of the Kapiti Coast District Council.</p> <p>Note 1: <u>regular markets</u> permitted under this rule require authorisation under the Kapiti Coast District Council's Trading in Public Places Bylaw 2017, and the Trading in Public Places Policy 2017 as an "open air market". All other <i>regular markets</i> are a restricted discretionary activity under rule 12B.2.1.</p> <p>Note 2: <u>Regular markets</u> must also comply with the Kapiti Coast District Council Traffic Bylaw 2010.</p> <p>Note 3: Other requirements which may be applicable to <i>regular markets</i> include:</p> <ul style="list-style-type: none"> <li>• <u>Sale and Supply of Alcohol Act 2012.</u></li> <li>• <u>Food Act 2014.</u></li> <li>• <u>Food Safety Bylaw 2006.</u></li> <li>• <u>Building Act 2004.</u></li> </ul>

**Table 12B.2. Restricted discretionary activities**

The following activities are *restricted discretionary* activities, provided that they comply with all corresponding *restricted discretionary* activity standards in this table, and all relevant rules and standards in other chapters (unless otherwise specified).

Restricted Discretionary Activities	Standards	Matter over which Council has discretion
-------------------------------------	-----------	--

<p>1. <i>Temporary events and regular markets</i> in all zones that do not meet one or more of the <i>permitted activity</i> standards.</p>		<p><b>Amenity Values</b></p> <ol style="list-style-type: none"> <li>1. The nature, duration, hours of operation and frequency of the activity and any cumulative <i>effects</i> on <i>amenity values</i>.</li> <li>2. The noise <i>effects</i> of the proposal, including the nature of the noise and the duration of any amplified sound.</li> <li>3. The visual, dust, light spill and glare, odour and vibration <i>effects</i> of the event <i>activity</i>.</li> </ol> <p><b>Environment</b></p> <ol style="list-style-type: none"> <li>4. The sensitivity of the receiving <i>environment</i>.</li> <li>5. <i>Effects</i> on the natural <i>environment</i> including natural landscapes, <i>indigenous vegetation</i> and habitats and fauna.</li> <li>6. The <i>effect</i> of the activity on cultural, heritage and public recreational values.</li> <li>7. <i>Reverse sensitivity effects</i> on existing activities.</li> <li>8. <i>Effects</i> on the operation of any existing activity.</li> </ol> <p><b>Waste, Health and Safety</b></p> <ol style="list-style-type: none"> <li>9. Arrangement is made for <i>waste</i> management through a <i>Waste Management Plan</i> that must include: <ol style="list-style-type: none"> <li>a) <del>the method for the waste and recyclable material to be collected from the site to be reused, recycled and disposed of;</del></li> <li>ba) the arrangements for <i>site</i> clean-up, including removal of litter; and</li> <li>eb) the provision for adequate sanitation facilities to service the activity.</li> </ol> </li> <li>10. <i>Effects</i> relating to <i>natural hazards</i>, and <i>risk</i> from <i>contaminated land</i>.</li> <li>11. Emergency management and public safety.</li> </ol>
---	--	--

		<p><b>Traffic</b></p> <p><u>12. A Traffic Management Plan must be submitted to the Council as part of the application addressing the following:</u></p> <ul style="list-style-type: none"> <li>a) 12. The traffic <i>effects</i> of the activity on the safety and efficiency of the surrounding <i>transport network</i> and the amenity of the surrounding area.</li> <li>b) 13. The provision for <i>vehicle access</i>, servicing and <i>car parking</i> including <i>overspill parking</i></li> <li>c) 14. The provision of temporary traffic management measures to mitigate the traffic <i>effects</i> of the proposal.</li> <li>d) 15. The provision made for pedestrian access and safety.</li> <li>e) 16. Methods to encourage the use of alternative transport modes (such as public transport, cycling and walking).</li> </ul> <p><b>General</b></p> <p>17. Level of compliance with the other relevant <del>permitted activity</del> standards</p>
--	--	--

### Consequential amendment to Rule 11E.1.2 – standard 3

Amend Rule 11E.1.2 – standard 3 as a consequence to amendments to Rule 12B.1.1, and to remove duplication as follows:

<b>Transport, Table 11E.1. Permitted Activities</b> The following activities are <b>permitted</b> activities, provided that they comply with all corresponding permitted activity standards in this table, and all relevant rules and permitted activity standards in other Chapters (unless otherwise specified) and the diagrams in Schedule 11.1 of this chapter.	
Permitted Activities	Standards
2. <i>Vehicle movements.</i>  <b>Note:</b> Where access is to a <i>Limited Access Road (LAR)</i> a 'notice of approval' may be required from the requiring authority if changing the use or subdividing a property. The requiring authority will be either the NZTA or the Kapiti Coast District	1. Up to 200 <i>vpd</i> in the <i>Working Zones</i> , except: <ul style="list-style-type: none"> <li>a) where all public vehicle access is onto <i>strategic arterial routes</i> or <i>major community connector routes</i> any activity must not generate more than 100 <i>vpd</i>. This excludes Precincts A1, A2 and C which are managed in standards 1 b) and 1 c) below;</li> <li>b) any <i>activity</i> in Precincts A1 and A2 in the <i>District Centre Zone</i> must not generate more than 200 <i>vehicle movements</i> in any hour;</li> <li>c) any <i>activity</i> in <i>Precinct C</i> in the <i>District Centre Zone</i> must not generate more than 50 <i>vehicle movements</i> in any hour;</li> </ul>

<p>Council, check the certificate of title / computer freehold register (CFR) for the property for details.</p>	<p>d) any <i>retail activity</i> within the Ihakara Street West Precinct and Ihakara Street East Precinct with frontage to Ihakara Street or Trieste Way must not generate more than 100 <i>vehicle movements</i> in any hour; and</p> <p>e) any traffic generated by an activity permitted under Rule 6F.1.5 (on the <i>site</i> at LOT 2 DP 441854 (Milne Drive, Paraparaumu) must not generate more than 50 vehicles per peak hour.</p> <p>2. In all other <i>zones</i>, any activity must not generate more than 100 <i>vpd</i>.</p> <p>3. Standards 1 and 2 above shall not apply to <i>temporary events</i> or <i>regular markets</i>. <del>Temporary events must not generate more than 50 vehicle movements per hour.</del> <b>Note:</b> <u>Vehicle movements generated by temporary events are managed under Rule 12B.1.1.</u></p>
---	---



**Variation 4G****Amendments to Rule 11P.1.2 parking requirements for Residential Activities**

Amend Rules 11P.1.2 and 11P.1.11 as follows:

**Table 11P.1. Permitted Activities**

The following activities are permitted activities, provided that they comply with all corresponding permitted activity standards in this table, and all relevant rules and permitted activity standards in other chapters (unless otherwise specified).

In assessing the number of spaces to be provided with respect to the gross floor area (GFA) of any building, vehicle access and parking spaces contained within the building shall not be included as part of the building area.

Permitted Activities	Standards
2. Residential activities including: a) <i>Habitable buildings</i> ; b) <i>Multi-unit residential</i> ; c) 1 bedroom units; d) <i>Shared and group accommodation</i> ; e) <i>Home occupations</i> ; f) <i>Boarding houses</i> ; g) <i>Supported living accommodation</i> ; and h) <i>Papakāinga units at Whakarongotai Marae</i>	1. A minimum of 2 carparks (including garages or carports) per household unit except for in Precincts A1 and A2 and C in the <i>District Centre Zone</i> and <i>Raumati Beach Town Centre Zone</i> . <i>Minor flats</i> are exempt from this standard. 2. A minimum of 1 car park per household unit in Precincts A1 and A2 and C in the <i>District Centre Zone</i> and the <i>Raumati Beach Town Centre Zone</i> . 3. An average of 1.5 parking spaces per <i>Papakāinga unit</i> . A minimum of 1 space per unit is required and in calculating the average no more than 2 spaces per unit may be counted. 4. <u>A minimum of 1 carpark per 2 beds in any <i>boarding house</i>, <i>shared and group accommodation</i>.</u>
11. Health care a. <del><i>Supported living accommodation</i></del> ; b. <u>a) Doctors</u> ; c. <u>b) Hospitals</u> ; d. <u>c) Medical Centres/Health Specialists</u> ; and e. <u>d) Veterinary Surgeons</u> .	1. 7 <i>carparks</i> per 10 resident/patient beds; and 2. 4 <i>carparks</i> per full time equivalent specialist (doctor, vet etc); and 3. 1 <i>carpark</i> per 2 full time equivalent non specialist staff.
13. <u><i>Supported living accommodation</i></u> .	1. <u>A minimum of 1 <i>carpark</i> per 4 beds and 1 <i>carpark</i> per 2 staff members on the site.</u>

**Variation 4H – NOTE THIS AMENDMENT HAS LEGAL EFFECT FROM 23/10/2019**  
**Amendments to retailing in the Rural Zone**

Amend Rule 7A.5.7 as follows:

**Table 7A.5 Non-Complying Activities**

The following activities are **non-complying** activities.

**Non-Complying Activities**

7. *Industrial, ~~retail~~ or commercial activities* in all Rural Zones which are not:

- a) *a home occupations, homestays or ancillary to a primary production ~~activity~~ activities-on the site*; or
- b) *an extractive ~~industry-industres~~ on the site*.



16 January 2020

**DISTRICT PLAN VARIATION**

With regards to my submission on variation for A to F for the proposed District Plan, I wish to withdraw my request to be heard.

Yours faithfully

A handwritten signature in black ink, appearing to read "Sean Mallon".

Sean Mallon  
Group Manager Infrastructure Services  
Te Kaihautū Ratonga Pakiaka





## Form 5 Submission on notified proposal for variation to Kapiti Coast Proposed District Plan 2012

*Clause 6 of Schedule 1, Resource Management Act 1991*

To the Kapiti Coast District Council

**Full name of submitter:** Sean Mallon, Group Manager, Infrastructure Services, Kapiti Coast District Council

This is a submission on the following proposed variation to the Proposed Kapiti Coast District Plan (the **proposal**):

- Variations 4(A-H) – Miscellaneous Changes and Corrections.
- I could/could not (select one) **gain an advantage in trade competition through this submission.**

**\*I am/am not (select one) directly affected by an effect of the subject matter of the submission that—**

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

*\*Delete entire paragraph if you could not gain an advantage in trade competition through this submission.*

**The specific provisions of the proposal that my submission relates to are:**

Variation 4F: Temporary events in all zones which are not on land or within a building which is either owned, vested in, or under the care, control and management of the Kapiti Coast District Council.

**My submission is:** *[include— whether you support or oppose the specific provisions or wish to have them amended; and the reasons for your views].*

See attached

**I seek the following decision from the local authority:** *[give precise details].*

That the proposed provisions be amended as shown in the attached.

Submission on Variations 4(A-H) to KCDC PDP  
2012

Page 1 of 2



---

I wish/~~do not wish~~ (select one) to be heard in support of my submission.

If others make a similar submission, I will consider presenting a joint case with them at a hearing (delete entire sentence if you would not consider presenting a joint case).

**Signature of submitter** (or person authorised to sign on behalf of submitter). A signature is not required if you make your submission by electronic means.

---

Contact person: Sean Mallon

Date: 20 November 2019

Email address: sean.mallon@kapiticoast.govt.nz

Telephone: 04 2964700

Postal address (or alternative method of service under section 352 of the Act):  
P.O Box 60601, Paraparaumu, 5032

Note to person making submission:

If you are a person who could gain an advantage in trade competition through the submission, your right to make a submission may be limited by clause 6(4) of Part 1 of Schedule 1 of the Resource Management Act 1991.

Please note that your submission (or part of your submission) may be struck out if the authority is satisfied that at least 1 of the following applies to the submission (or part of the submission):

- it is frivolous or vexatious;
- it discloses no reasonable or relevant case;
- it would be an abuse of the hearing process to allow the submission (or the part) to be taken further;
- it contains offensive language;
- it is supported only by material that purports to be independent expert evidence, but has been prepared by a person who is not independent or who does not have sufficient specialised knowledge or skill to give expert advice on the matter.

Submission to PDP Variation 4F

The specific provisions of the proposal that my submission relates to are:

Variation 4F: Temporary events in all zones which are not on land or within a building which is either owned, vested in, or under the care, control and management of the Kapiti Coast District Council.

My submission is:

Support and seek amendments to variation 4F, in particular in relation to traffic and transportation matters.

The intent of the proposed provisions is supported as they better provide for, and manage effects of, temporary events and markets than the existing rules in the Proposed District Plan. However, amendments are sought to further enable temporary events as a permitted activity, and improve the clarity and consistency of these provisions.

Background

An assessment of the temporary event forms that Council has received over the past 12 months (October 2018 to November 2019 – see attached spreadsheet) has been undertaken. Under the existing rules 44% of all temporary events would require a resource consent based on the number of visitors generating 1 car per 6 visitors in accordance with rule 11P.1.10 of the Proposed District Plan. This very often leads to unintended consequences where an event is run without the appropriate consents in place, or events that benefit local communities do not take place as a result of a costly consenting process. Therefore, provisions that are more enabling are welcomed.

Of the 42% of events that occur on private land and are, therefore, regulated by the proposed rules, it is considered that the proposed temporary event provisions in variation 4F are confusing and difficult to interpret, and should be more enabling and consistent with other rules in the plan. In particular, many event organisers work on the basis of number of visitors and do not fully understand how to apply the definition of vehicle movements contained within the Proposed District Plan to temporary events. A maximum of 800 movements per day also prevents events that have been frequently held without causing traffic or transportation issues.

With regards to effects, the proposed provisions in variation 4F do not adequately address the impacts on the road network where visitors arrive at a site all at once and leave at the same time. Therefore, we seek an amendment to the provisions proposed within variation 4F to improve clarity and provide for the management of different types of events where overspill parking could impact on the safety and efficiency of the network.

I seek the following decision from the local authority:

That the proposed provisions be amended as set out below, and any consequential amendments required to give effect to the purpose of this submission.

Traffic

~~10. Traffic expected to be generated by the temporary event must not exceed 50 vehicle movements in any one hour or 800 vehicle movements per day, whichever is greater.~~

10. Patrons expected to attend the event must not exceed 450 in any hour up to a maximum of 3,600 people per day.

Note: this equates to a maximum of 150 vehicle movements per hour or 1,200 vehicle movements per day based on an assumption of 1 car per 6 patrons.

11. Parking for the event must comply with the following:

- a) For temporary events (such as performances) which have a specific start and finish time parking must be provided as entertainment activities in accordance with rule 11P. 1.10.
- b) 2. Parking for the all other events must be accommodated provided on the site of the temporary event or by other off-street arrangements shown in the transport management plan to accommodate expected patrons per hour.

12. A Transport Management Plan must accompany the management plan required by standard 8 above setting out the methods by which compliance with the standards 10 and 11 will be achieved. The Management Plan must identify:

- number of people expected;
- vehicle access, servicing and car parking arrangements;
- any temporary traffic management measures on legal road;
- cycle and pedestrian access and (including cycle parking);
- any methods to encourage the use of alternative transport modes (such as public transport, cycling and walking); and
- complaints procedures.

Note 1: Temporary events must comply with the Kapiti Coast District Council Traffic Bylaw.

Note 2: Temporary events may have to comply with Traffic Control Devices Manual Part 8 - Code of practice for temporary traffic management (CoPTTM).

Reasons for these amendments.

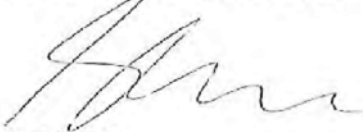
- under the amendments proposed in this submission 1,200 vehicle movements means that only 2% of events would require a consent, (based on 6 patrons per car)
- they recognise and seek to better manage the effects that different events will have on the network;
- 75 vehicles or 150 vehicle movements per hour can be easily accommodated in the legal road network;
- effects are by their nature temporary and so they should be managed as such;
- the cap number of visitors per to address cumulative effects on the network;
- they enable management of large events on the network;
- they prevent overspill parking from events where visitors arrive and leave at set times.

The proposed vehicle movement standards are based on events lasting no more than 8 hours. Temporary events submitted to the Council within the last 12 months show that most events last for between 1 and 8 hours per day. If an event was 15 hours long (as enabled by rule 12B.1.2 of the Proposed District Plan) this can cause cumulative impacts on the safety, efficiency and level of service on our roads as well as amenity effects that needs to be managed.



In support of our submission it is noted that, following an assessment of the service request system and discussion with the compliance team, Council has received very few traffic complaints relating to temporary events between December 2016 and November 2019. These tended to be very event specific e.g. parking at Te Horo Hall and cyclists affecting traffic flow at the Kapiti Women's Triathlon. The timescales of December 2016 to November 2019 were chosen as the Operative District Plan was the relevant plan in December 2016, and November 2019 is two years post notification of the Proposed District Plan. These lack of complaints are despite the fact that there were no standards relating to traffic movements contained within the Operative District Plan.

I wish to be heard in support of my submission.



Sean Mallon

Group Manager Infrastructure Services



[illegible]

In Time 12 Count: 111 (100%)		Count: 111 (100%)		Date: 1/2/2011		Page: 1	
Voting Members for Issue		Type of Measurement for This Program Under Proposed Rule		Percent on Issue Extended by Current School Board in School City		Percent on Issue Extended by Current School Board	
1	1	1	1	1	1	1	1
2	2	2	2	2	2	2	2
3	3	3	3	3	3	3	3
4	4	4	4	4	4	4	4
5	5	5	5	5	5	5	5
6	6	6	6	6	6	6	6
7	7	7	7	7	7	7	7
8	8	8	8	8	8	8	8
9	9	9	9	9	9	9	9
10	10	10	10	10	10	10	10
11	11	11	11	11	11	11	11
12	12	12	12	12	12	12	12
13	13	13	13	13	13	13	13
14	14	14	14	14	14	14	14
15	15	15	15	15	15	15	15
16	16	16	16	16	16	16	16
17	17	17	17	17	17	17	17
18	18	18	18	18	18	18	18
19	19	19	19	19	19	19	19
20	20	20	20	20	20	20	20
21	21	21	21	21	21	21	21
22	22	22	22	22	22	22	22
23	23	23	23	23	23	23	23
24	24	24	24	24	24	24	24
25	25	25	25	25	25	25	25
26	26	26	26	26	26	26	26
27	27	27	27	27	27	27	27
28	28	28	28	28	28	28	28
29	29	29	29	29	29	29	29
30	30	30	30	30	30	30	30
31	31	31	31	31	31	31	31
32	32	32	32	32	32	32	32
33	33	33	33	33	33	33	33
34	34	34	34	34	34	34	34
35	35	35	35	35	35	35	35
36	36	36	36	36	36	36	36
37	37	37	37	37	37	37	37
38	38	38	38	38	38	38	38
39	39	39	39	39	39	39	39
40	40	40	40	40	40	40	40
41	41	41	41	41	41	41	41
42	42	42	42	42	42	42	42
43	43	43	43	43	43	43	43
44	44	44	44	44	44	44	44
45	45	45	45	45	45	45	45
46	46	46	46	46	46	46	46
47	47	47	47	47	47	47	47
48	48	48	48	48	48	48	48
49	49	49	49	49	49	49	49
50	50	50	50	50	50	50	50
51	51	51	51	51	51	51	51
52	52	52	52	52	52	52	52
53	53	53	53	53	53	53	53
54	54	54	54	54	54	54	54
55	55	55	55	55	55	55	55
56	56	56	56	56	56	56	56
57	57	57	57	57	57	57	57
58	58	58	58	58	58	58	58
59	59	59	59	59	59	59	59
60	60	60	60	60	60	60	60
61	61	61	61	61	61	61	61
62	62	62	62	62	62	62	62
63	63	63	63	63	63	63	63
64	64	64	64	64	64	64	64
65	65	65	65	65	65	65	65
66	66	66	66	66	66	66	66
67	67	67	67	67	67	67	67
68	68	68	68	68	68	68	68
69	69	69	69	69	69	69	69
70	70	70	70	70	70	70	70
71	71	71	71	71	71	71	71
72	72	72	72	72	72	72	72
73	73	73	73	73	73	73	73
74	74	74	74	74	74	74	74
75	75	75	75	75	75	75	75
76	76	76	76	76	76	76	76
77	77	77	77	77	77	77	77
78	78	78	78	78	78	78	78
79	79	79	79	79	79	79	79
80	80	80	80	80	80	80	80
81	81	81	81	81	81	81	81
82	82	82	82	82	82	82	82
83	83	83	83	83	83	83	83
84	84	84	84	84	84	84	84
85	85	85	85	85	85	85	85
86	86	86	86	86	86	86	86
87	87	87	87	87	87	87	87
88	88	88	88	88	88	88	88
89	89	89	89	89	89	89	89
90	90	90	90	90	90	90	90
91	91	91	91	91	91	91	91
92	92	92	92	92	92	92	92
93	93	93	93	93	93	93	93
94	94	94	94	94	94	94	94
95	95	95	95	95	95	95	95
96	96	96	96	96	96	96	96
97	97	97	97	97	97	97	97
98	98	98	98	98	98	98	98
99	99	99	99	99	99	99	99
100	100	100	100	100	100	100	100
101	101	101	101	101	101	101	101
102	102	102	102	102	102	102	102
103	103	103	103	103	103	103	103
104	104	104	104	104	104	104	104
105	105	105	105	105	105	105	105
106	106	106	106	106	106	106	106
107	107	107	107	107	107	107	107
108	108	108	108	108	108	108	108
109	109	109	109	109	109	109	109
110	110	110	110	110	110	110	110
111	111	111	111	111	111	111	111
112	112	112	112	112	112	112	112
113	113	113	113	113	113	113	113
114	114	114	114	114	114	114	114
115	115	115	115	115	115	115	115
116	116	116	116	116	116	116	116
117	117	117	117	117	117	117	117
118	118	118	118	118	118	118	118
119	119	119	119	119	119	119	119
120	120	120	120	120	120	120	120
121	121	121	121	121	121	121	121
122	122	122	122	122	122	122	122
123	123	123	123	123	123	123	123
124	124	124	124	124	124	124	124
125	125	125	125	125	125	125	125
126	126	126	126	126	126	126	126
127	127	127	127	127	127	127	127
128	128	128	128	128	128	128	128
129	129	129	129	129	129	129	129
130	130	130	130	130	130	130	130
131	131	131	131	131	131	131	131
132	132	132	132	132	132	132	132
133	133	133	133	133	133	133	133
134	134	134	134	134	134	134	134
135	135	135	135	135	135	135	135
136	136	136	136	136	136	136	136
137	137	137	137	137	137	137	137
138	138	138	138	138	138	138	138
139	139	139	139	139	139	139	139
140	140	140	140	140	140	140	140
141	141	141	141	141	141	141	141
142	142	142	142	142	142	142	142
143	143	143	143	143	143	143	143
144	144	144	144	144	144	144	144
145	145	145	145	145	145	145	145
146	146	146	146	146	146	146	146
147	147	147	147	147	147	147	147
148	148	148	148	148	148	148	148
149	149	149	149	149	149	149	149
150	150	150	150	150	150	150	150
151	151	151	151	151	151	151	151
152	152	152	152	152	152	152	152
153	153	153	153	153	153	153	153
154	154	154	154	154	154	154	154
155	155	155	155	155	155	155	155
156	156	156	156	156	156	156	156
157	157	157	157	157	157	157	157
158	158	158	158	158	158	158	158
159	159	159	159	159	159	159	159
160	160	160	160	160	160	160	160
161	161	161	161	161	161	161	161
162	162	162	162	162	162	162	162
163	163	163	163	163	163	163	163
164	164	164	164	164	164	164	164
165	165	165	165	165	165	165	165
166	166	166	166	166	166	166	166
167	167	167	167	167	167	167	167
168	168	168	168	168	168	168	168
169	169	169	169	169	169	169	169
170	170	170	170	170	170	170	170
171	171	171	171	171	171	171	171
172	172	172	172	172	172	172	172
173	173	173	173	173	173	173	173
174	174	174	174	174	174	174	174
175	175	175	175	175	175	175	175
176	176	176	176	176	176	176	176
177	177	177	177	177	177	177	177
178	178	178	178	178	178	178	178
179	179	179	179	179	179	179	179
180	180	180	180	180	180	180	180
181	181	181	181	181	181	181	181
182	182	182	182	182	182	182	182
183	183	183	183	183	183	183	183
184	184	184	184	184	184	184	184
185	185	185	185	185	185	185	185
186	186	186	186	186	186	186	186
187	187	187	187	187	187	187	187
188	188	188	188	188	188	188	188
189	189	189	189	189	189	189	189
190	190	190	190	190	190	190	190
191	191	191	191	191	191	191	191
192	192	192	192	192	192	192	192
193	193	193	193	193			

## Summary of Submissions for Variations 4 (A-H) – Miscellaneous Changes and Corrections

Sub. No.	Name	Variation Submitted On	Support/ oppose/ seek amendment	Submission Summary	Decision sought	Address for Service	Wish to be heard?
1	Kapiti Coast District Council	4F – Temporary Events	Support and Seek amendment	Seek an amendment to the provisions proposed within Variation 4F to improve clarity and provide for the management of different types of temporary events where overspill parking could impact on the safety and efficiency of the transport network.  See full submission for reasons.	Amend Rule 12B.1.1 – standard 10 as follows:  Traffic  4D. Traffic expected to be generated by the temporary event must not exceed of <u>50 vehicle movements in any one hour or 800 vehicle movements per day, whichever is greater.</u>  Insert new standards 10, 11 and 12 as follows:  10. Patrons expected to attend the event must not exceed 450 in any hour up to a maximum of 3,600 people per day.  Note: this equates to a maximum of 150 vehicle movements per hour or 1,200 vehicle movements per day based on an assumption of 1 car per 6 patrons.  11. Parking for the event must comply with the following:  a) For temporary events (such as performances) which have a	Sean.mallon@kapiticoast.govt.nz  Kapiti Coast District Council Attention: Sean Mallon P.O Box 60601 Paraparaumu 5032	Yes

1 of 3

Variations 4 (A-H) Summary of Submissions



Sub. No.	Name	Variation Submitted On	Support/ oppose/ seek amendment	Submission Summary	Decision sought	Address for Service	Wish to be heard?
					<p>specific start and finish time parking must be provided as entertainment activities in accordance with rule 11P.1.10.</p> <p>b) 2- Parking for the all other events must be accommodated provided on the site of the temporary event or by other off-street arrangements shown in the transport management plan to accommodate expected patrons per hour.</p> <p>12. A Transport Management Plan must accompany the <u>management plan</u> required by standard 8 above setting out the methods by which compliance with standards 10 and 11 will be achieved. The <u>Management Plan must identify:</u></p> <ul style="list-style-type: none"> <li>• Number of people expected;</li> <li>• Vehicle access, servicing and car parking arrangements;</li> <li>• Any temporary traffic management measures on <u>legal road</u>;</li> <li>• Cycle and pedestrian access and (including cycle parking);</li> <li>• Any methods to encourage the use of alternative transport modes (such as public</li> </ul>		

Variations 4 (A-H) Summary of Submissions

2 of 3

Sub. No.	Name	Variation Submitted On	Support/ oppose/ seek amendment	Submission Summary	Decision sought	Address for Service	Wish to be heard?
					<p>transport, cycling and walking);</p> <ul style="list-style-type: none"> <li>Complaints procedures.</li> </ul> <p>Note 1: Temporary events must comply with the Kapiti Coast District Council Traffic Bylaw.</p> <p>Note 2: temporary events may have to comply with Traffic Control Devices Manual Part 8 – Code of practice for temporary traffic management (CoPTM).</p>		

3 of 3

Variations 4 (A-H) Summary of Submissions





# **Section 32 Report**

## **VARIATIONS 4 (A-H) - Miscellaneous Changes and Corrections**

prepared for the

## **Proposed Kapiti Coast District Plan 2012**

September 2019



## TABLE OF CONTENTS

1	THE PURPOSE OF PROPOSED VARIATIONS 4(A-H) .....	3
2	SECTION 32 REQUIREMENTS .....	4
3	THE ISSUES .....	6
4	THE PROPOSED PROVISIONS .....	8
5	RELEVANT PDP OBJECTIVES .....	17
6	OTHER STATUTORY INSTRUMENTS.....	21
6.1	New Zealand Coastal Policy Statement .....	22
6.2	Wellington Regional Policy Statement.....	25
6.3	National Policy Statement on Urban Development Capacity 2016 (NSPUDC) .....	28
6.4	Potentially Relevant Management Plans and Strategies .....	29
6.5	Planning Documents Recognised by Iwi Authorities.....	31
7	SCALE AND SIGNIFICANCE.....	33
8	ALTERNATIVE OPTIONS.....	37
9	EVALUATION.....	39
9.1	Consultation Undertaken for Variations 4(A-H).....	39
9.2	Iwi Authority Advice .....	39
9.3	Evaluation of the Proposed Amendments and Alternatives .....	39
10	CONCLUSION .....	55

## 1 THE PURPOSE OF PROPOSED VARIATIONS 4(A-H)

Proposed Variations 4(A-H) amend various rules and one policy of the Kapiti Coast Proposed District Plan (PDP) to address interpretation difficulties and gaps that have been identified since public notification of the PDP. The purpose of proposed Variations 4(A-H) is to improve the efficiency and effectiveness of the PDP rules in achieving the PDP's objectives.

In summary, proposed Variations 4(A-H) propose amendments to the provisions as shown below:

### Variation 4A

- Amend three definitions: *Household Unit*, *Ancillary*, and *Kitchen*;

### Variation 4B

- Amend Policy 3.14 to manage the effects of earthworks on natural landforms, amenity values and rural character;

### Variation 4C

- Amend Rule 5A.1.6.11 yard setback standard for non-residential activities in the Living Zones to clarify that these do not apply to home occupations;

### Variation 4D

- Amend the rules in Chapter 6 which manage the interface between the Living Zones and Working Zones to simplify and remove duplication from the standards;

### Variation 4E

- Amend Rural Zone subdivision standard 7A.3.2.1 to limit the number of lots which can gain access to a road via a right of way;
- Amend Rule 11P.2.1.1 Shared Car Parking requirements; and
- Amend Rule 11E.1.3 – Standard 12 to make the terminology consistent with the transport network hierarchy;

### Variation 4F

- Amend Chapter 12 standards for temporary events in Chapter 12;
- Insert a new definition for *regular market* and permitted activity provisions for these;

### Variation 4G

- Amend Rule 11P.1.2 parking requirements for shared residential accommodation such as supported living and boarding houses.

### Variation 4 H

- Amend Rural Zone Rule 7A.5.7 to clarify the activity status of general retail activities in the Rural Zone.

## 2 SECTION 32 REQUIREMENTS

Section 32 of the Resource Management Act 1991 (RMA) requires, broadly, that before advancing plan provisions a Council must evaluate whether the proposed provisions are the most appropriate way to achieve the purpose of the RMA.

Section 32 (1)(b) of the RMA requires an evaluation of whether the provisions proposed are the most appropriate way to achieve the objectives of the proposal. The evaluation is required to:

- identify and consider other reasonably practicable options for achieving the objectives (s. 32 (1) (b) (i)); and
- assess the efficiency and effectiveness of the proposed provisions in achieving the objectives (s. 32 (1) (b) (ii)) and this is most usefully done by comparison with the reasonably practicable alternative options.

Proposed Variations 4(A-H) are ‘amending proposals’, as described in s. 32 (3). Section 32 (6) (a) clarifies that, for an ‘amending proposal’, the objectives to be achieved means the *purpose of the proposal*. As stated in Part 1 of this report, the purpose of proposed Variations 4(A-H) is *to improve the efficiency and effectiveness of the PDP rules in achieving the PDP’s objectives*.

The assessment of efficiency and effectiveness required by s. 32 (1) (b) (ii) is required to identify and assess the benefits and costs of the environmental, economic, social and cultural effects anticipated from implementing the proposed provisions. This must include consideration of opportunities for economic growth and employment that are anticipated to be provided or reduced. Benefits and costs are to be quantified, if practicable. The s. 32 (1) (b) (ii) assessment is also required to assess the risk of acting or not acting, *if there is insufficient information* about the subject matter of the provisions.

These s. 32 requirements suggest the following headings for the evaluation detailed in Section 9 of this report:

- Benefits (of the anticipated environmental, economic, social, cultural effects)
- Costs (of the anticipated environmental, economic, social, cultural effects)
- Economic growth impacts
- Employment impacts
- Sufficiency of information (and risks of acting or not acting if insufficient)
- Efficiency
- Effectiveness

The evaluation is required to contain a level of detail that corresponds to the scale and significance of the environmental, economic, social and cultural effects anticipated from implementing the proposal. Scale and significance are considered in Section 7 of this Report. With two exceptions (Variations 4B and 4H), the analysis concludes that the potential effects of implementing the proposed Variations provisions have limited scale and are not significant. The level of detail of the evaluation reflects this conclusion. In particular, for the matters that have limited scale and low significance,

it is reasonable to confine the evaluation to examination of the proposal and one other option.

This report addresses the above requirements in the following sections:

Report Section	Summary
<b>3 The Issues</b>	<ul style="list-style-type: none"> <li>Eleven issues have been identified that warrant amendment by way of variations of the PDP, ahead of the making operative of the PDP</li> <li>Section 3 details the reasons why these matters are currently problematic</li> </ul>
<b>4 The Proposed Provisions</b>	<ul style="list-style-type: none"> <li>The amendments proposed to address the issues are set out</li> </ul>
<b>5 Relevant PDP Objectives</b>	<ul style="list-style-type: none"> <li>The relevant PDP objectives are listed and their relevance to the proposed provisions is explained</li> </ul>
<b>6 Other Statutory Instruments</b>	<ul style="list-style-type: none"> <li>The other statutory plans and strategies that are potentially relevant to the proposed provisions are identified and discussed</li> </ul>
<b>7 Scale and Significance</b>	<ul style="list-style-type: none"> <li>The scale and significance of the anticipated effects are evaluated</li> <li>Potential environmental, economic, social and cultural effects are considered</li> </ul>
<b>8 Alternative Options</b>	<ul style="list-style-type: none"> <li>The alternative options for achieving the purpose of the Variations are detailed</li> <li>The alternatives are considered in terms of their feasibility and practicability</li> </ul>
<b>9 Evaluation</b>	<ul style="list-style-type: none"> <li>The evaluation considers the s. 32 requirements discussed earlier: <ul style="list-style-type: none"> <li>Benefits and costs (of the anticipated effects)</li> <li>Economic growth impacts</li> <li>Employment impacts</li> <li>Sufficiency of information (and risks of acting or not acting if insufficient)</li> <li>Efficiency</li> <li>Effectiveness</li> </ul> </li> <li>The reasons why the proposed amendments should be adopted are summarised</li> </ul>
<b>10 Conclusion</b>	<ul style="list-style-type: none"> <li>On the basis of the evaluation, the proposed amendments are recommended for adoption and public notification</li> <li>The conclusion notes that the s. 32 evaluation will be revisited once submissions are received</li> </ul>

### 3 THE ISSUES

Based on implementation of the PDP since its public notification, the Council has become aware of a number of provisions that are causing unintended outcomes, or unnecessarily requiring consents, or which contain unintended errors. Council has identified the following issues which need to be addressed as early as practicable, by variations, prior to the PDP becoming operative:

Issue No.		Issue Summary:
1	<b>Definitions of Household Unit, Ancillary and Kitchen</b>	There are practical difficulties in implementing the current definitions for <i>household unit</i> , <i>ancillary</i> , and <i>kitchen</i> .
2	<b>Policy 3.14 Guidance for Earthworks Effects on Natural Landforms, Amenity Values and Rural Character</b>	The PDP policies for earthworks provide guidance to manage adverse effects on identified nationally important outstanding natural features and landscapes and heritage values (i.e. section 6 RMA matters). However, Objectives 2.9 and 2.11 also require consideration of other natural features and landforms (not just s. 6 items) and amenity values. There is currently little policy guidance for managing potential effects on other natural landforms, amenity values and rural character and it has become apparent that this is a substantive gap in the policy framework that has the potential to impede achievement of Objectives 2.9 and 2.11.
3	<b>Living Zones: Rule 5A.1.6 Yard Requirements for Home Occupations</b>	The yard and building location standards in the Living Zones prevent home occupations from being carried out as a permitted activity if the dwelling or accessory building is closer than 4.0 metres from a side or rear boundary. This is not the intended outcome and requires unnecessary applications for consent when there are no discernible adverse effects.
4	<b>Working Zones: Bulk and Location Standards for Sites Adjoining Residential Zone</b>	Standards managing the bulk and location of buildings on lots in the working zones which adjoin a residential zone contain duplication and are unnecessarily restrictive.
5	<b>Rural Zones: Rule 7A.3.2.1 Number of Lots Connecting to Rights of Way</b>	There is no limit of the number of lots which can gain access to a road via a right of way. This is inconsistent with NZS4404:2010 and has the potential to cause safety issues and to impede delivery of an efficient transport network.

6	Rule 11P.2.1 Shared Car Park Spaces	Rule 11P.2.1, which manages shared car park spaces, is poorly drafted, resulting in the need for resource consent even where all activities sharing the car parks provide sufficient parking.
7	Rule 11E.1.3 Transport Network Hierarchy Terminology	The terminology used in Rule 11E.1.3 – Standard 3 does not align with the terminology used in the PDP <i>transport network hierarchy</i> and maps. This results in confusion for plan users.
8	Temporary Event Standards	<p>(a) The standards require temporary event management forms to be submitted to Council 30 working days prior to an event. Failure to comply requires a restricted discretionary activity consent. In most cases the Council does not require 30 working days to confirm a temporary event and the time period is unnecessarily long for many temporary events.</p> <p>(b) The <i>vehicle movement</i> limit of 50 <i>vehicle movements</i> per hour is not practical for temporary events where most people show up at a particular time as opposed to showing up over the course of a few hours. The standard is also difficult to monitor and enforce.</p>
9	Regular Markets	The temporary event provisions do not provide for regular community markets except via a restricted discretionary activity resource consent process. Most regular markets take place on Council-owned land. The PDP provisions currently duplicate the Council's separate temporary event and market approval and management process under the Trading in Public Places Policy 2017 for these sites. The provisions need to be rationalised to avoid unnecessary duplication.
10	Chapter 11P: Car Parking Standards for Shared Living Accommodation	The parking requirements for residential activities do not have any specific parking standards for <i>supported living accommodation, boarding houses or shared and group accommodation</i> . These types of accommodation have higher parking requirements than a typical household unit. Provisions in the PDP for this type of accommodation were lost via the decisions version of the PDP due to errors in the drafting.
11	Rural Zones: Retail Activities Not Ancillary to Primary Production	The PDP rules require a non-complying activity consent for <i>commercial activities</i> in the Rural Zones. The intention had been to continue the non-complying activity status for general retailing under

		the operative District Plan. However, as an unintended consequence of an amended PDP definition of <i>commercial activities</i> , the non-complying activity rule does not apply to general retail activities. This is an error and needs to be amended with urgency.
--	--	---

Further detail explaining the reasons why these issues are problematic and need to be addressed are contained in Appendix 1.

## 4 THE PROPOSED PROVISIONS

The following amendments are proposed to address the issues identified in Section 3 of this report (please note: these are extracted from the full proposed Variations 4 (A-H) contained in Appendix 2):

Issue 1: Definitions of <i>Household Unit</i> , <i>Ancillary</i> and <i>Kitchen</i>	The Effect of the Amendment:
<p>Amend the definition of <i>household unit</i> within Chapter 1.4 as follows:</p> <p><b>Household Unit</b> means all or part of a <i>residential building</i> that is capable of, or is being used as a self-contained unit for a <i>residential activity</i>. For the purposes of this definition:</p> <ol style="list-style-type: none"> <li>1. one <i>household unit</i> has one <i>kitchen</i> and at least one <i>bathroom</i>. If two <i>kitchens</i> and more than one <i>bathroom</i> are present, there will be two <i>household units</i>; <u>except where a second kitchen is associated with and required for a home occupation being carried out on the lot, this shall be deemed one household unit</u>;</li> <li>2. a <i>household unit</i> may consist of one <i>primary residential building</i> and any <i>accessory buildings</i>;</li> <li>3. a <i>minor flat</i> is <i>ancillary</i> to a <i>household unit</i>; and</li> <li>4. a <i>building</i> used for emergency or refuge accommodation shall be deemed to be one <i>household unit</i> so long as the above requirements are met.</li> </ol> <p>Note: For further clarification refer to the definitions of <i>residential activity</i>, <i>residential building</i> and <i>minor flat</i>.</p>	<p><b>The proposed amended definitions clearly identify which residential dwelling situations constitute separate household units.</b></p> <p>(Variation 4A)</p>
<p>Amend the definition of <i>ancillary</i> within Chapter 1.4 as follows:</p> <p><b>Ancillary</b> means:</p> <ol style="list-style-type: none"> <li>1. <del>supportive;</del></li> <li>2. <del>subordinate; and</del></li> <li>3. <del>allied in characteristics, nature or type.</del></li> </ol> <p><u>"Ancillary means an activity or development that provides support to, and is subsidiary to the primary activity or development on the site."</u></p>	<p>(Variation 4A)</p>
<p>Amend the definition of <i>kitchen</i> within Chapter 1.4 as follows:</p>	<p>(Variation 4A)</p>



Issue 1: Definitions of <i>Household Unit</i> , <i>Ancillary</i> and <i>Kitchen</i>	The Effect of the Amendment:
<p><b>Kitchen</b> means a room, rooms or part of a room capable of use for food preparation and cooking which contains a sink and an oven or <u>hob</u>. <del>any other cooking appliance.</del></p> <p><del>Note: for clarity, small electric appliances such as toasters, sandwich makers and kettles/jugs are not included as cooking appliances for the purposes of this definition.</del></p>	

Issue 2: Policy 3.1.4 Guidance for Earthworks Effects on Natural Landforms, Amenity Values and Rural Character	The Effect of the Amendment:
<p>Amend Policy 3.14 as follows:</p> <p><b>Policy 3.14 – Earthworks</b> All <i>earthworks</i> activities will:</p> <ul style="list-style-type: none"> <li>a) be managed to protect <i>geological features</i> identified in Schedule 3.6 from disturbance; and</li> <li>b) be sympathetically located and of a scale that protects the values of <i>outstanding natural features and landscapes</i> identified in Schedule 3.4; and</li> <li>c) avoid or mitigate erosion and off-site silt and sediment runoff to the Council's reticulated stormwater system and <i>waterbodies</i>; <u>and</u></li> <li>d) <u>be managed to ensure adverse effects on natural landforms, residential amenity values and rural character values are remedied or mitigated.</u></li> </ul>	<p><i>The additional clause in Policy 3.14 specifies the additional (residential amenity values, rural character and natural landform) matters that must be considered applications for consent for earthworks.</i></p> <p>(Variation 4B)</p>

Issue 3: Living Zones: Rule 5A.1.6 Yard Requirements for Home Occupations	The Effect of the Amendment:
<p>Amend Rule 5A.1.6 – Standard 11 (c)(iii) as follows:</p> <p><b>Yards and building location</b></p> <p>11. Any <i>lot</i> must meet the following minimum <i>yard</i> requirements:</p> <ul style="list-style-type: none"> <li>c. Side and rear <i>yards</i>: <ul style="list-style-type: none"> <li>iii. any <i>building</i> used for <i>non-residential activities</i> (<u>excluding home occupations</u>) must be set back from side or rear <i>boundaries</i> by a minimum of 4 metres; and ...</li> </ul> </li> </ul>	<p><i>The inserted text clarifies that the home occupations are excluded so that the 4-metre yard requirements will not apply to these.</i></p> <p>(Variation 4C)</p>

Issue 4: Working Zones: Bulk and Location Standards for Sites Adjoining Residential Zone	The Effect of the Amendment:
<p>Amend Rules 6A.1.7.13 and 14, 6B.1.6.7 and 8, 6C.1.6.9 and 10, 6D.1.6.9 and 10 and 6E.1.6.5 and 6 as follows:</p>	<p><i>The deletion simply removes the problematic standards.</i></p>

<b>Issue 4: Working Zones: Bulk and Location Standards for Sites Adjoining Residential Zone</b>	<b>The Effect of the Amendment:</b>
<del>All buildings on properties adjoining Living Zones must meet the permitted activity standards for buildings in the adjoining Living Zone (height, yard, and height in relation to boundary).</del>	(Variation 4D)
<b>Issue 5: Rural Zones: Rule 7A.3.2.1 Number of Lots Connection to Rights of Way</b>	<b>The Effect of the Amendment:</b>
<p>Amend Rule 7A.3.2 – Standard 1 (g) as follows:</p> <p>1. General Standards:</p> <p>...</p> <p>g). <u>The maximum number of lots gaining legal and physical access via a right of way shall be 6.</u></p>	<p><i>The inserted text specifies that no more than 6 lots may connect to a right of way as a permitted activity.</i></p> <p>(Variation 4E)</p>
<b>Issue 6: Rule 11P.2.1 Shared Car Park Spaces</b>	<b>The Effect of the Amendment:</b>
<p>Amend Rule 11P.2.1 as follows:</p> <p>1. <del>Carpark spaces / areas</del> <u>Shared use of carpark spaces</u> by different activities <u>on the same property</u> which are unable to comply with <u>Table 11P.1 for all activities.</u></p> <p>Amend standards as follows:</p> <p>1. The carpark spaces must: <u>not be shared by different activities for parking at the same time.</u></p> <p>a) <del>only be shared by different activities occurring on the same site; and</del></p> <p>b) <del>not be used by for the different activities at the same time.</del></p> <p>Amend matters of control as follows:</p> <p>1. <del>Visual, character and amenity effects.</del></p> <p>2. <del>Noise effects.</del></p> <p>3. <del>Effects on transport (including the transport network).</del></p> <p>4. 1. <del>Traffic effects</del> <u>Effects on the transport network, including safety effects and overspill carparking.</u></p> <p>5. 2. <del>Layout of the development.</del></p> <p>6. <del>Location and design of services.</del></p> <p>7. <del>Nuisance effects.</del></p> <p>8. 3. <del>Public safety.</del></p>	<p><i>The proposed amendment simplifies the application of the rule.</i></p> <p>(Variation 4E)</p>

Issue 6: Rule 11P.2.1 Shared Car Park Spaces	The Effect of the Amendment:
<p><del>9.4. Suitability of the site for the proposed activity.</del></p> <p><del>10. Adequacy of the methods of mitigation/remediation or on-going management (e.g. <i>landscaping/ screening/ soil remediation/ height above flood</i>).</del></p> <p><del>11. 5. Hours of use of carpark spaces by each activity.</del></p> <p><del>12. Appropriateness of the proposed use.</del></p> <p><del>13. Context and surroundings.</del></p> <p><del>14. Layout, design and location of proposed <i>building/sign or structures</i>.</del></p>	

Issue 7: Rule 11E.1.3 Transport Network Hierarchy Terminology	The Effect of the Amendment:
<p>Amend Rule 11E.1.3 Standard 12 as follows:</p> <p>12. Manoeuvring –</p> <p>a. Private residential access - unless the <i>driveway</i> accesses directly from a <i>Neighbourhood Access Route</i> <del>local road</del>, sufficient manoeuvring space must be provided on-site to ensure no reversing onto the <i>road</i> is necessary. <b>Note:</b> for clarification see the <i>Transport Network Hierarchy (Schedule 11.2)</i> and the <i>Transport Network Hierarchy maps</i>.</p> <p>b. Commercial properties – must ensure that all <i>buildings</i> and parking areas are designed so that sufficient manoeuvring space is provided on site to ensure no reversing onto the <i>road</i> is necessary.</p>	<p><i>The amendment aligns the terminology in the rule with the PDP Transport Network Hierarchy.</i></p> <p>(Variation 4E)</p>

Issue 8: Temporary Event Standards	The Effect of the Amendment:
<p>Amend Rule 12B.1.1 – Standards 8 and 8 d) as follows:</p> <p>2. A <i>Management Plan</i> must be submitted to the <i>Council</i> not less than <del>30</del> <u>10</u> working days prior to the commencement of the <i>temporary event</i> setting out the methods by which compliance with all temporary events permitted activity standards will be achieved. The <i>Management Plan</i> must:</p> <p>...</p> <p>d) identify affected <i>residential buildings</i> or <i>noise sensitive activities</i> located in the area and describe the method(s) for informing occupants of these <i>buildings</i> at least <del>30</del> <u>10</u> working days prior to the commencement of the <i>temporary event</i> that noise will be</p>	<p><i>The amendment simplifies the standards applicable to temporary events, making them more achievable for most temporary events.</i></p> <p>(Variation 4F)</p>

Issue 8: Temporary Event Standards	The Effect of the Amendment:
<p>experienced at levels in excess of the normally applicable District Plan noise limits; and</p> <p>...</p> <p>Amend Rule 12B.1.1 – Standard 10 and amend Rule 11E.1.2 – Standard 3 as follows:</p> <p>12B.1.1:</p> <p><b>Traffic</b></p> <p>10. Traffic expected to be generated by the <i>temporary event</i> must not exceed of 50 <i>vehicle movements</i> in any one hour <u>or 800 <i>vehicle movements per day, whichever is greater.</i></u></p> <p>11E.1.2:</p> <p>3. Standards 1 and 2 above shall not apply to <i>temporary events</i> <u>or regular markets</u>. <del>Temporary events must not generate more than 50 vehicle movements per hour.</del> <b>Note:</b> <i>Vehicle movements generated by temporary events are managed under Rule 12B.1.1.</i></p>	

Issue 9: Regular Markets	The Effect of the Amendment:
<p>Amend Chapter 1.4 – Definitions as follows:</p> <p><b>Regular market(s)</b> are temporary markets where goods or services are offered for sale, and usually consist of several merchandise stalls grouped together. <i>Regular markets</i> occur on the same site throughout the year no more frequently than once per week.</p> <p><u>Note: for further clarification refer to the definition for <i>temporary event</i>.</u></p> <p><b>Temporary Event</b> means an event for general public admission (<u>either ticketed or non-ticketed</u>) and includes events such as festivals, concerts, galas, exhibitions and markets (but excludes <i>regular markets</i>). A <i>temporary event</i> includes structures and construction associated with the event, but excludes permanently licensed premises.</p> <p>Amend permitted activity rule 12B.1.1 as follows:</p> <p>1. <i>Temporary events</i> in all zones <u>which are not on land or within a building which is either owned, vested in, or under the care, control and management of the Kapiti Coast District Council.</u></p>	<p><i>The amendments introduce a definition and permitted activity provision for regular community markets and make explicit permitted activity provision for regular markets on Council-owned land and controlled activity provision for regular markets on other land.</i></p> <p>(Variation 4F)</p>

Issue 9: Regular Markets	The Effect of the Amendment:
<p><b>Note 1:</b> <i>temporary events</i> which do not fall under this rule require authorisation under the Kapiti Coast District Council's Public Places Bylaw 2017, and the Trading in Public Places Policy 2017.</p> <p><b>Note 2:</b> <i>Temporary events</i> must also comply with the Kapiti Coast District Council Traffic Bylaw 2010.</p> <p><b>Note 3:</b> Other requirements which may be applicable to <i>temporary events</i> include:</p> <ul style="list-style-type: none"> <li>• <u>Sale and Supply of Alcohol Act 2012.</u></li> <li>• <u>Food Act 2014.</u></li> <li>• <u>Building Act 2004.</u></li> </ul> <p>Add new permitted activity rule 12B.1.2 with associated standards as follows:</p> <p><u>2. Regular markets</u></p> <p>1. <u>Regular markets</u> must occur on land or within a <i>building</i> which is either owned, vested in, or under the care, control and management of the Kapiti Coast District Council.</p> <p><u>Note 1:</u> <i>regular markets</i> permitted under this rule require authorisation under the Kapiti Coast District Council's Public Places Bylaw 2017, and the Trading in Public Places Policy 2017 as an "open air market". All other <i>regular markets</i> are a restricted discretionary activity under rule 12B.2.1.</p> <p><u>Note 2:</u> <i>Regular markets</i> must also comply with the Kapiti Coast District Council Traffic Bylaw 2010.</p> <p><u>Note 3:</u> Other requirements which may be applicable to <i>regular markets</i> include:</p> <ul style="list-style-type: none"> <li>• <u>Sale and Supply of Alcohol Act 2012.</u></li> <li>• <u>Food Act 2014.</u></li> <li>• <u>Building Act 2004.</u></li> </ul> <p>Amend restricted discretionary rule 12B.2.1 and the matters over which the Council restricts its discretion as follows:</p> <p>1. <i>Temporary events</i> and <i>regular markets</i> in all zones that do not meet one or more of the <i>permitted activity</i> standards.</p> <p><b>Matters over which Council has discretion</b></p> <p><b>Amenity Values</b></p> <p>1. The nature, duration, hours of operation and frequency of the activity and any cumulative <i>effects</i> on <i>amenity values</i>.</p>	

Issue 9: Regular Markets	The Effect of the Amendment:
<p>2. The noise <i>effects</i> of the proposal, including the nature of the noise and the duration of any amplified sound.</p> <p>3. The visual, dust, light spill and glare, odour and vibration <i>effects</i> of the <del>event</del> <u>activity</u>.</p> <p><b>Environment</b></p> <p>4. The sensitivity of the receiving <i>environment</i>.</p> <p>5. <i>Effects</i> on the natural <i>environment</i> including natural landscapes, <i>indigenous vegetation</i> and habitats and fauna.</p> <p>6. The <i>effect</i> of the activity on cultural, heritage and public recreational values.</p> <p><del>7. Reverse sensitivity effects on existing activities.</del></p> <p><del>87. Effects</del> on the operation of any existing activity.</p> <p><b>Waste, Health and Safety</b></p> <p><del>98. Arrangements is made</del> for waste management through a <i>Waste Management Plan</i> that must include:</p> <p style="padding-left: 20px;"><del>a) the method for the waste and recyclable material to be collected from the site to be reused, recycled and disposed of;</del></p> <p style="padding-left: 20px;"><del>b) the arrangements for site clean-up, including removal of litter; and</del></p> <p style="padding-left: 20px;"><del>c) the provision for adequate sanitation facilities to service the activity.</del></p> <p><del>109. Effects</del> relating to <i>natural hazards</i>, and risk from <i>contaminated land</i>.</p> <p><del>1110. Emergency management and public safety.</del></p> <p><b>Traffic</b></p> <p><u>11. A <i>Traffic Management Plan</i> must be submitted to the Council as part of the application addressing the following:</u></p> <p style="padding-left: 20px;"><del>a) 12. The traffic <i>effects</i> of the activity on the safety and efficiency of the surrounding <i>transport network</i> and the amenity of the surrounding area.</del></p> <p style="padding-left: 20px;"><del>b) 13. The provision for <i>vehicle access</i>, servicing and <i>car parking</i> including <i>overspill parking</i></del></p> <p style="padding-left: 20px;"><del>c) 14. The provision of temporary traffic management measures to mitigate the traffic <i>effects</i> of the proposal.</del></p> <p style="padding-left: 20px;"><del>d) 15. The provision made for pedestrian access and safety.</del></p> <p style="padding-left: 20px;"><del>e) 16. Methods to encourage the use of alternative transport modes (such as public transport, cycling and walking).</del></p> <p><b>General</b></p> <p><del>17. Level of compliance with the other relevant <i>permitted activity</i> standards</del></p>	



Issue 10: Chapter 11P Parking Standards for Shared Living Accommodation	The Effect of the Amendment:
<p>Amend Rule 11P.1.2 as follows:</p> <p>2. Residential activities including:</p> <ul style="list-style-type: none"> <li>a) Habitable buildings;</li> <li>b) Multi-unit residential;</li> <li>c) 1 bedroom units;</li> <li>d) Shared and group accommodation;</li> <li>e) Home occupations;</li> <li>f) Boarding houses;</li> <li>g) <del>Supported living accommodation</del>; and</li> <li>h) Papakāinga units at Whakarongotai Marae</li> </ul> <p>Amend Rule 11P.1.2 Standards by adding a new standard as follows:</p> <p><u>4. A minimum of 1 carpark per 2 beds in any boarding house, shared and group accommodation.</u></p> <p>Amend Rule 11P.1.11 as follows:</p> <p>11. Health care</p> <ul style="list-style-type: none"> <li>a. <del>Supported living accommodation</del>;</li> <li>b. a) Doctors;</li> <li>c. b) Hospitals;</li> <li>d. c) Medical Centres/Health Specialists; and</li> <li>e. d) Veterinary Surgeons.</li> </ul> <p>Add new Rule 11P.1.13 as follows:</p> <p><u>13. Supported living accommodation.</u></p> <p>Add new standard for proposed new Rule 11P.1.13 as follows:</p> <p><u>1. A minimum of 1 carpark per 4 beds and 1 carpark per 2 staff members on the site.</u></p>	<p><i>The amendment inserts activity-specific car parking standards for shared and group accommodation, boarding houses and supported living accommodation types.</i></p> <p><b>(Variation 4G)</b></p>

Issue 11: Rural Zones: Retail Activities Not Ancillary to Primary Production	The Effect of the Amendment:
<p>Amend Rule 7A.5.7 as follows:</p> <p>7. Industrial, <u>retail</u> or commercial activities in all Rural Zones which are not:</p> <ul style="list-style-type: none"> <li>a) <u>a home occupations, homestays or ancillary to a primary production activity activities on the site</u>; or</li> <li>b) <u>an extractive industry-industries on the site.</u></li> </ul>	<p><i>The amendment clarifies explicitly that retail that is not ancillary to primary production undertaken on the site.</i></p> <p><b>(Variation 4H)</b></p>





## 5 RELEVANT PDP OBJECTIVES

Variations 4(A-H) propose no amendments to the existing objectives of the PDP. The proposed amendments are to one policy, definitions, and numerous rules and standards.

Below is a summary of the existing objectives of the PDP that are considered most relevant to Variations 4(A-H) (with emphasis added as **bold text**, to highlight the particular aspect of relevance, and **red text** to identify parts of the PDP that are subject to unresolved Environment Court appeals):

<p><b>Objective 2.3</b></p> <p><b>Development Management</b></p>	<p><i>To maintain a consolidated urban form within existing urban areas and a limited number of identified growth areas which can be efficiently serviced and integrated with existing townships, delivering:</i></p> <ul style="list-style-type: none"> <li><i>a) urban areas which maximise the efficient end use of energy and integration with infrastructure;</i></li> <li><i>b) a variety of living and working areas in a manner which reinforces the function and vitality of centres;</i></li> <li><i>c) resilient communities where development does not result in an increase in risk to life or severity of damage to property from natural hazard events;</i></li> <li><i>d) higher residential densities in locations that are close to centres and public open spaces, with good access to public transport;</i></li> <li><i>e) management of development in areas of special character or amenity so as to maintain, and where practicable, enhance those special values;</i></li> <li><i>f) sustainable natural processes including freshwater systems, areas characterised by the productive potential of the land, ecological integrity, identified landscapes and features, and other places of significant natural amenity;</i></li> <li><i>g) an adequate supply of housing and areas for business/employment to meet the needs of the District's anticipated population which is provided at a rate and in a manner that can be sustained within the finite carrying capacity of the District; and</i></li> <li><i>h) <b>management of the location and effects of potentially incompatible land uses</b> including any interface between such uses.</i></li> </ul>
<p><b>Objective 2.4</b></p> <p><b>Coastal Environment</b></p>	<p><i>To have a coastal environment where:</i></p> <ul style="list-style-type: none"> <li><i>a) areas of outstanding natural character and high natural character, outstanding natural features and landscapes, areas of significant indigenous vegetation and significant habitats of indigenous fauna are identified and protected;</i></li> <li><i>b) areas of outstanding natural character and high natural character are restored where degraded;</i></li> <li><i>c) <b>the effects of inappropriate subdivision, use and development are avoided, remedied, or mitigated;</b></i></li> <li><i>d) public access to and along the coast to facilitate active and passive recreational use is maintained and enhanced while managing inappropriate vehicle access; and</i></li> <li><i>e) inappropriate development does not result in further loss of coastal dunes in the area mapped as the coastal environment.</i></li> </ul>

Objective 2.6  Rural Productivity	<p>To sustain the productive potential of land in the District, including:</p> <ul style="list-style-type: none"> <li>a. <b>retaining land which is suitable for a range of primary production activities;</b></li> <li>b. <b>achieving added economic and social value derived from primary production activities through ancillary on-site processing and marketing;</b></li> <li>c. enabling activities that utilise the productive potential of the land in the rural environment;</li> <li>d. <b>reducing conflict between land uses in the rural environment and adjoining areas; and</b></li> <li>e. avoiding, remedying or mitigating adverse effects on the efficient operation of existing primary production activities from sensitive activities establishing on adjoining sites;</li> </ul> <p>while safeguarding the life-supporting capacity of air, water, soil, and ecosystems by avoiding, remedying or mitigating adverse effects on the environment.</p>
Objective 2.8  Strong Communities	<p>To support a cohesive and inclusive community where people:</p> <ul style="list-style-type: none"> <li>a. have easy access and connectivity to quality and attractive public places and local social and community services and facilities;</li> <li>b. <b>have increased access to locally produced food, energy and other products and resources;</b></li> <li>c. have improved health outcomes through opportunities for active living or access to health services; and</li> <li>d. have a strong sense of safety and security in public and private spaces.</li> </ul>
Objective 2.9  Landscapes, Features and Landforms	<p>To protect the District's identified outstanding natural features and landscapes from inappropriate subdivision, use and development; and</p> <ul style="list-style-type: none"> <li>a) maintain or enhance the landscape values of special amenity landscapes and identified significant landforms; and</li> <li>b) <b>avoid, remedy or mitigate adverse effects of earthworks on natural features and landforms.</b></li> </ul>
Objective 2.11  Character and Amenity values	<p>To maintain and enhance the unique character and amenity values of the District's distinct communities so that residents and visitors enjoy:</p> <ul style="list-style-type: none"> <li>a) <b>relaxed, unique and distinct village identities and predominantly low-density residential areas</b> characterised by the presence of mature vegetation, a variety of built forms, <b>the retention of landforms and unique community identities;</b></li> <li>b) vibrant, lively town centres supported by higher density residential and mixed use areas;</li> <li>c) neighbourhood centres, village communities and employment areas characterised by high levels of amenity, accessibility and convenience;</li> <li>d) productive rural areas, characterised by openness, natural landforms, areas and corridors of indigenous vegetation, and</li> </ul>

	<p>primary production activities; and</p> <p>e) <b>well managed interfaces between different types of land use areas (e.g. between living, working and rural areas and between potentially conflicting land uses, so as to minimise adverse effects).</b></p>
Objective 2.13 Infrastructure	<p><b>To recognise the importance and national, regional and local benefits of infrastructure and ensure the efficient development, maintenance and operation of an adequate level of social and physical infrastructure and services throughout the District that:</b></p> <p>a. meets the needs of the community and the region; and</p> <p>b. builds stronger community resilience, while avoiding, remedying or mitigating adverse effects on the environment.</p>
Objective 2.14 Access and Transport	<p><b>To ensure that the transport system in the District:</b></p> <p>a. <b>integrates with land use and urban form and maximises accessibility;</b></p> <p>b. <b>improves the efficiency of travel and maximises mode choice to enable people to act sustainably as well as improving the resilience and health of communities;</b></p> <p>c. <b>contributes to a strong economy;</b></p> <p>d. <b>avoids, remedies or mitigates adverse effects on land uses;</b></p> <p>e. <b>does not have its function and operation unreasonably compromised by other activities;</b></p> <p>f. <b>is safe, fit for purpose, cost effective and provides good connectivity for all communities; and</b></p> <p>g. <b>provides for the integrated movement of people, goods and services.</b></p>
Objective 2.15 Economic Vitality	<p><b>To promote sustainable and on-going economic development of the local economy, including the rural sector, with improved number and quality of jobs and investment through:</b></p> <p>a. <b>encouraging business activities in appropriate locations within the District, principally through differentiating and managing various types of business activities both on the basis of the activity, and the potential local and strategic effects of their operation;</b></p> <p>b. <b>reinforcing a compact, well designed and sustainable regional form supported by an integrated transport network;</b></p> <p>c. <b>enabling opportunities to make the economy more resilient and diverse;</b></p> <p>d. <b>providing opportunities for the growth of a low carbon economy, including clean technology;</b></p> <p>e. <b>minimising reverse sensitivity effects on business activities, including primary production activities; and</b></p>

	<ul style="list-style-type: none"> <li><i>f. enhancing the amenity of Working Zones; while:</i></li> <li><i>g. ensuring that economic growth and development is able to be efficiently serviced by infrastructure;</i></li> <li><i>h. encouraging commercial consolidation and the co-location of community services and facilities primarily within the Paraparaumu Sub-Regional Centre and Town Centres; and:</i></li> <li><i>i. managing contamination, pollution, odour, noise and glare, associated with business activities, including primary production activities.</i></li> </ul>
<p><b>Objective 2.16</b></p> <p><b>Centres</b></p>	<p><i>To have vibrant, safe and economically sustainable centres that function as key employment and economic nodes and as a focus for social and community life, as public transport and local service hubs, and as places for living, entertainment and recreation that:</i></p> <ul style="list-style-type: none"> <li><i>a. provide the primary focus for commercial, retail and community activities within the District;</i></li> <li><i>b. support community cohesion and a sense of place;</i></li> <li><i>c. reinforce a compact, well designed and sustainable District and regional form, through promoting and reinforcing a close proximity and good accessibility between living, business and employment areas;</i></li> <li><i>d. encourage economic opportunities and business activities in a manner which promotes:</i> <ul style="list-style-type: none"> <li><i>i. the Paraparaumu Sub-Regional Centre as the principal commercial, retail, cultural, civic and tourist centre for the District, to be developed in a manner that:</i> <ul style="list-style-type: none"> <li><i>a. achieves an integrated and compact district centre zone, linking all Precincts through a well connected pedestrian and transport networks offering a choice of efficient routes and a quality built environment;</i></li> <li><i>b. provides for a broad range of mutually compatible activities that are integrated with pedestrian and public transport;</i></li> <li><i>c. is supported by opportunities for medium density residential living;</i></li> <li><i>d. consolidates community activities within Precinct B; and</i></li> <li><i>e. enables commercial activities and retail activities in Precincts A1, A2 and C, with restrictions on retail activities in Precinct C;</i></li> </ul> </li> <li><i>ii. the District's town centres at a scale and form that provides the urban focus for the commercial, tourism, education, entertainment, community and civic activities as well as opportunities for medium density residential living, where</i></li> </ul> </li> </ul>

	<p><i>these meet the needs of the surrounding township community; and</i></p> <p><i>iii. the District's local centres to provide for commercial activities, within a residential context, to primarily serve the local convenience, community and commercial needs of the surrounding residential community.</i></p>
<p><b>Objective 2.17</b></p> <p><b>Open Spaces / Active Communities</b></p>	<p><i>To have a rich and diverse network of open space areas that:</i></p> <ul style="list-style-type: none"> <li><i>a) is developed, used and maintained in a manner that does not give rise to significant adverse effects on the natural and physical environment;</i></li> <li><i>b) protects the District's cultural, ecological and amenity values, while allowing for the enhancement of the quality of open space areas;</i></li> <li><i>c) supports the identity, health, cohesion and resilience of the District's communities; and</i></li> <li><i>d) ensure that the present and future recreational and open space needs of the district are met.</i></li> </ul>

## 6 OTHER STATUTORY INSTRUMENTS

The following higher-level planning documents and legislation are potentially relevant to the amendments proposed by Variations 4(A-H):

Under section 75(3) of the RMA, a district plan must give effect to:

- (a) any national policy statement; and
- (b) any New Zealand coastal policy statement;
- (ba) a national planning standard; and
- (c) any regional policy statement.

There are currently four national policy statements:

- a) National Policy Statement on Urban Development Capacity (2016);
- b) National Policy Statement for Freshwater Management (as amended 2017);
- c) National Policy Statement for Renewable Electricity Generation (2011); and
- d) National Policy Statement on Electricity Transmission (2008).

Of these, only the NPS on Urban Development Capacity is potentially relevant because the objectives of the NPSUDC apply to all plan making decisions affecting an urban environment. A number of the amendments to provisions proposed by Variations 4(A-H) relate to urban environments. The relevant matters are considered below.

Proposed Variations 4(A-H) apply to land within the coastal environment, so the New Zealand Coastal Policy Statement (2010) is a relevant consideration.

The National Planning Standards (gazetted in April 2019) have effect but the Council has seven years to give effect to the requirements of the Standards and is not required to comply with the Standards in the interim. Although opportunities to give effect to any relevant parts of



the NPS have been considered under Variations 4(A-H), giving full effect to the NPS will be addressed separately by a future Plan Change.

The Wellington Regional Policy Statement (2013) is a relevant consideration to the variations.

There are also six National Environmental Standards in force, but none of their standards is affected by the amendments proposed by Variations 4(A-H):

- a) National Environmental Standards for Air Quality (2004);
- b) National Environmental Standard for Sources of Drinking Water (2007);
- c) National Environmental Standard for Telecommunication Facilities (2016);
- d) National Environmental Standard for Electricity Transmission Activities (2009);
- e) National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health (2011); and
- f) National Environmental Standard for Plantation Forestry (2018).

An analysis of the implications of the relevant higher order planning documents and legislation is set out below.

## 6.1 New Zealand Coastal Policy Statement

The purpose of the New Zealand Coastal Policy Statement 2010 (NZCPS) is to state objectives and policies in order to achieve the purpose of the RMA in relation to the protection and enhancement of the coastal environment of New Zealand. The NZCPS 2010 took effect on 3 December 2010.

The NZCPS has relevance to Variations 4(A-H) as many of the changes apply to residential communities located within the coastal environment. The extent of the coastal environment in the District is extensive, including all the District's main urban areas. The relevance of the NZCPS is limited to the proposed amendments to address Issue 2 (in Policy 3.14).

The relevant objectives and policies of the NZCPS in relation to Variations 4(A-H) are summarised below (emphasis added):

Table 6-1: Most relevant objectives and policy of the NZCPS

<b>Objective 2</b>	<p><i>To preserve the natural character of the coastal environment and protect natural features and landscape values through:</i></p> <ul style="list-style-type: none"> <li>• <i>recognising the characteristics and qualities that contribute to natural character, natural features and landscape values and their location and distribution;</i></li> <li>• <i>identifying those areas where various forms of subdivision, use, and development would be inappropriate and protecting them from such activities; and</i></li> <li>• <i>encouraging restoration of the coastal environment.</i></li> </ul>
<b>Objective 3</b>	<p><i>To take account of the principles of the Treaty of Waitangi, recognise the role of tangata whenua as kaitiaki and provide for tangata whenua involvement in management of the coastal environment by:</i></p> <ul style="list-style-type: none"> <li>• <i>recognising the ongoing and enduring relationship of tangata whenua over their lands, rohe and resources;</i></li> <li>• <i>promoting meaningful relationships and interactions between tangata whenua and persons exercising functions and powers</i></li> </ul>

	<p><b>under the Act;</b></p> <ul style="list-style-type: none"> <li>• incorporating mātauranga Māori into sustainable management practices; and</li> <li>• recognising and protecting characteristics of the coastal environment that are of special value to tangata whenua.</li> </ul>
<b>Objective 6</b>	<p><b>To enable people and communities to provide for their social, economic, and cultural wellbeing and their health and safety, through subdivision, use, and development, recognising that:</b></p> <ul style="list-style-type: none"> <li>• the protection of the values of the coastal environment does not preclude use and development in appropriate places and forms, and within appropriate limits;</li> <li>• <b>some uses and developments which depend upon the use of natural and physical resources in the coastal environment are important to the social, economic and cultural wellbeing of people and communities;</b></li> <li>• functionally some uses and developments can only be located on the coast or in the coastal marine area;</li> <li>• the coastal environment contains renewable energy resources of significant value;</li> <li>• the protection of habitats of living marine resources contributes to the social, economic and cultural wellbeing of people and communities;</li> <li>• the potential to protect, use, and develop natural and physical resources in the coastal marine area should not be compromised by activities on land;</li> <li>• the proportion of the coastal marine area under any formal protection is small and therefore management under the Act is an important means by which the natural resources of the coastal marine area can be protected; and</li> <li>• historic heritage in the coastal environment is extensive but not fully known, and vulnerable to loss or damage from inappropriate subdivision, use, and development.</li> </ul>
<p><b>Policy 2</b></p> <p><b>The Treaty of Waitangi, tangata whenua and Māori heritage</b></p>	<p><i>In taking account of the principles of the Treaty of Waitangi (Te Tiriti o Waitangi), and kaitiakitanga, in relation to the coastal environment:</i></p> <ul style="list-style-type: none"> <li>(a) recognise that tangata whenua have traditional and continuing cultural relationships with areas of the coastal environment, including places where they have lived and fished for generations;</li> <li>(b) <b>involve iwi authorities or hapū on behalf of tangata whenua in the preparation of regional policy statements, and plans, by undertaking effective consultation with tangata whenua; with such consultation to be early, meaningful, and as far as practicable in accordance with tikanga Māori;</b></li> <li>(c) with the consent of tangata whenua and as far as practicable in accordance with tikanga Māori, incorporate mātauranga Māori in regional policy statements, in plans, and in the consideration of applications for resource consents, notices of requirement for designation and private plan changes;</li> <li>(d) provide opportunities in appropriate circumstances for Māori involvement in decision making, for example when a consent</li> </ul>

	<p>application or notice of requirement is dealing with cultural localities or issues of cultural significance, and Māori experts, including pūkenga<sup>2</sup>, may have knowledge not otherwise available;</p> <p>(e) <b>take into account any relevant iwi resource management plan and any other relevant planning document recognised by the appropriate iwi authority or hapū and lodged with the council, to the extent that its content has a bearing on resource management issues in the region or district; and</b></p> <p>(i) where appropriate incorporate references to, or material from, iwi resource management plans in regional policy statements and in plans; and</p> <p>(ii) consider providing practical assistance to iwi or hapū who have indicated a wish to develop iwi resource management plans;</p> <p>(f) provide for opportunities for tangata whenua to exercise kaitiakitanga over waters, forests, lands, and fisheries in the coastal environment through such measures as:</p> <p>(i) bringing cultural understanding to monitoring of natural resources;</p> <p>(ii) providing appropriate methods for the management, maintenance and protection of the taonga of tangata whenua;</p> <p>(iii) having regard to regulations, rules or bylaws relating to ensuring sustainability of fisheries resources such as taiāpure, mahinga mātaītai or other non commercial Māori customary fishing; and</p> <p>(g) in consultation and collaboration with tangata whenua, working as far as practicable in accordance with tikanga Māori, and recognising that tangata whenua have the right to choose not to identify places or values of historic, cultural or spiritual significance or special value:</p> <p>(i) recognise the importance of Māori cultural and heritage values through such methods as historic heritage, landscape and cultural impact assessments; and</p> <p>(ii) provide for the identification, assessment, protection and management of areas or sites of significance or special value to Māori, including by historic analysis and archaeological survey and the development of methods such as alert layers and predictive methodologies for identifying areas of high potential for undiscovered Māori heritage, for example coastal pā or fishing villages.</p>
<b>Policy 4 Integration</b>	<p><b>Provide for the integrated management of natural and physical resources in the coastal environment, and activities that affect the coastal environment. This requires:</b></p> <p>(a) co-ordinated management or control of activities within the coastal environment, and which could cross administrative boundaries, particularly:</p> <p>(i) the local authority boundary between the coastal marine area and land;</p> <p>(ii) local authority boundaries within the coastal environment, both within the coastal marine area and on land; and</p> <p>(iii) where hapū or iwi boundaries or rohe cross local authority boundaries;</p> <p>(b) working collaboratively with other bodies and agencies with responsibilities and functions relevant to resource management, such as where land or waters are held or managed for conservation purposes;</p>



	<p>and</p> <p>(c) <b>particular consideration of situations where:</b></p> <p>(i) subdivision, use, or development and its effects above or below the line of mean high water springs will require, or is likely to result in, associated use or development that crosses the line of mean high water springs; or</p> <p>(ii) <b>public use and enjoyment of public space in the coastal environment is affected, or is likely to be affected;</b> or</p> <p>(iii) development or land management practices may be affected by physical changes to the coastal environment or potential inundation from coastal hazards, including as a result of climate change; or</p> <p>(iv) land use activities affect, or are likely to affect, water quality in the coastal environment and marine ecosystems through increasing sedimentation; or</p> <p>(v) significant adverse cumulative effects are occurring, or can be anticipated.</p>
--	---

### **Assessment**

The proposed addition to Policy 3.14 will better give effect to the above objectives and policies of the NZCPS. Objective 2 of the NZCPS is not limited to s. 6 RMA outstanding natural features and landscapes. Expanding the scope of Policy 3.14, to include other natural landforms, will better accord with NZCPS Objective 2 and NZCPS Policy 4. The area of the coastal environment in the District is extensive, and includes many remnant inland dune formations which are not identified as outstanding natural features or landscapes. Many of these remnant dunes are important characteristic landforms that contribute to the natural character of the coastal environment.

## **6.2 Wellington Regional Policy Statement**

The Operative Wellington Regional Policy Statement 2013 (RPS) provides an overview of the resource management issues in the Wellington region, and the ways in which integrated management of the region's natural and physical resources will be achieved.

The topics within Variations 4(A-H) can be summarised as falling within the following RPS chapters:

- Regional form, design and function;
- Energy infrastructure and waste; and
- Resource management with tangata whenua.

The relevant RPS provisions are summarised below:

*Table 6-2: Most relevant objectives and policy of the RPS (emphasis added as underlined text)*

<b>Objective 22</b>	A compact well designed and sustainable regional form that
<b>in particular</b>	has an integrated, safe and responsive transport network and:

clauses (b), (h), and (i)	<p>(b) an increased range and diversity of activities in and around the regionally significant centres to maintain vibrancy and vitality;</p> <p>(h) integrated public open spaces; and</p> <p>(i) Integrated land use and transportation.</p>
<b>Policy 30</b>  <b>Maintaining and enhancing the viability and vibrancy of regionally significant centres – district plans</b>	<p>District plans shall include policies, rules and/or methods that enable and manage a range of land use activities that <b>maintain and enhance the viability and vibrancy of</b> the regional central business district in Wellington city and the:</p> <p>(a) Sub-regional centres of:</p> <ul style="list-style-type: none"> <li>(i) Upper Hutt city centre;</li> <li>(ii) Lower Hutt city centre;</li> <li>(iii) Porirua city centre;</li> <li>(iv) <b>Paraparaumu town centre;</b></li> <li>(v) Masterton town centre; and the</li> </ul> <p>(b) Suburban centres in:</p> <ul style="list-style-type: none"> <li>(i) Petone;</li> <li>(ii) Kilbirnie; and</li> <li>(iii) Johnsonville.</li> </ul>
<b>Policy 56</b>  <b>Managing development in rural areas – consideration.</b>	<p>When considering an application for a resource consent or a change, variation or review of a district plan, in rural areas (as at March 2009), particular regard shall be given to whether:</p> <p>(a) the proposal will result in a loss of productive capability of the rural area, including cumulative impacts that would reduce the potential for food and other primary production and reverse sensitivity issues for existing production activities, including extraction and distribution of aggregate minerals;</p> <p>(b) the proposal will reduce aesthetic and open space values in rural areas between and around settlements;</p> <p>(c) the proposal's location, design or density will minimise demand for non-renewable energy resources; and</p> <p><b>(d) the proposal is consistent with the relevant city or district council growth and/or development framework or strategy that addresses future rural development;</b> or</p> <p>(e) in the absence of such a framework or strategy, the proposal will increase pressure for public services and infrastructure beyond existing infrastructure capacity.</p>
<b>Policy 57</b>  <b>Integrating land use and transportation - consideration</b>	<p>When considering an application for a resource consent, notice of requirement, or a change, variation or review of a district plan, for subdivision, use or development, particular regard shall be given to the following matters, in making progress towards achieving the key outcomes of the Wellington Regional Land Transport Strategy:</p> <p>(a) <b>whether traffic generated by the proposed development can be accommodated within the existing transport network and the impacts on the efficiency, reliability or safety of the network;</b></p> <p>(b) <b>connectivity with, or provision of access to, public services or activities, key centres of employment activity or retail activity, open spaces or recreational areas;</b></p>

	<p>(c) whether there is good access to the strategic public transport network;</p> <p><b>(d) provision of safe and attractive environments for walking and cycling; and</b></p> <p><b>(e) whether new, or upgrades to existing, transport network infrastructure have been appropriately recognised and provided for.</b></p>
<p><b>Policy 58</b></p> <p><b>Co-ordinating land use with development and operation of infrastructure – consideration.</b></p>	<p>When considering an application for a resource consent, notice of requirement, or a plan change, variation or review of a district plan for subdivision, use or development, particular regard shall be given to whether the proposed subdivision, use or development is located and sequenced to:</p> <p><b>(a) make efficient and safe use of existing infrastructure capacity; and/or</b></p> <p><b>(b) coordinate with the development and operation of new infrastructure.</b></p>
<p><b>Objective 23</b></p>	<p>The region's iwi authorities and local authorities work together under Treaty partner principles for the sustainable management of the region's environment for the benefit and wellbeing of the regional community, both now and in the future.</p>
<p><b>Policy 48</b></p> <p><b>Principles of the Treaty of Waitangi</b></p>	<p>When considering an application for a resource consent, notice of requirement, or a change, variation or review of a district or regional plan, particular regard shall be given to:</p> <p><b>(a) the principles of the Treaty of Waitangi; and</b></p> <p><b>(b) Waitangi Tribunal reports and settlement decisions relating to the Wellington region.</b></p>

### Assessment

Proposed Variations 4(A-H) include a number of minor changes which are not significant in terms of the regional perspective of the RPS. However, the amendments proposed by Variation 4H to address Issue 11 are potentially affected by, and give effect to, some provisions of the RPS:

**Variation 4H Amendment to Rural Zone Rule 7A.5.7 – specification of *retailing* that is not ancillary to primary production activities as a non-complying activity:**

This amendment gives effect to RPS Objective 22 and Policies 30 and 56 by ensuring retail activities (including large format retail) do not proliferate in rural areas, resulting in the loss of vitality and viability of the Paraparaumu Town Centre, which is identified as one of the Sub-Regional Centres of importance under Objective 22.

### 6.3 National Policy Statement on Urban Development Capacity 2016 (NPSUDC)

The NPSUDC aims to ensure that planning decisions enable the supply of housing needed to meet demand. It requires the Council, in recognising the national significance of well-functioning urban environments, to have a particular focus on ensuring that the district plan:

- enables urban environments to grow and change in response to the changing needs of the communities, and future generations; and
- provides enough space for their populations to happily live and work. This can be both through allowing development to go “up” by intensifying existing urban areas, and “out” by releasing land in greenfield areas.

The relevant objectives of the NPSUDC are (emphasis added):

*OA1: Effective and efficient urban environments that enable people and communities and future generations to provide for their social, economic, cultural and environmental wellbeing.*

*OA2: **Urban environments that have sufficient opportunities for the development of housing and business land to meet demand, and which provide choices that will meet the needs of people and communities and future generations for a range of dwelling types and locations, working environments and places to locate businesses.***

*OA3: Urban environments that, over time, develop and change in response to the changing needs of people and communities and future generations.*

*OC1: **Planning decisions, practices and methods that enable urban development which provides for the social, economic, cultural and environmental wellbeing of people and communities and future generations in the short, medium and long-term.***

*OD1: **Urban environments where land use, development, development infrastructure and other infrastructure are integrated with each other.***

*OD2: Coordinated and aligned planning decisions within and across local authority boundaries.*

The relevant policies of the NPSUDC are (emphasis added):

*PA3: When making planning decisions that affect the way and the rate at which development capacity is provided, decision-makers shall provide for the social, economic, cultural and environmental wellbeing of people and communities and future generations, whilst having particular regard to:*

- a) Providing for choices that will meet the needs of people and communities and future generations for a range of dwelling types and locations, working environments and places to locate businesses;*
- b) Promoting the efficient use of urban land and development infrastructure and other infrastructure; and*
- c) Limiting as much as possible adverse impacts on the competitive operation of land and development markets.*

*PA4: When considering the effects of urban development, decision-makers shall take into account:*

- a) The benefits that urban development will provide with respect to the ability for people and communities and future generations to provide for their social, economic, cultural and environmental wellbeing; and*
- b) The benefits and costs of urban development at a national, inter-regional, regional and district scale, as well as local effects.*

#### **Assessment**

Proposed Variations 4(A-H) make no changes to the PDP provisions that influence the supply of land for urban development. Therefore, proposed Variations 4(A-H) do not cause the PDP to be inconsistent with the NPSUDC in this respect. The proposed Variation 4D amendments to the permitted activity standards for buildings in the Working Zones have the potential to positively affect business development capacity and are consistent with the NPSUDC objectives and policies.

## **6.4 Potentially Relevant Management Plans and Strategies**

Section 74 of the RMA requires the Council to have regard to management plans and strategies prepared under other Acts when preparing or changing its district plan.

### **Council Strategies**

The Kapiti Coast District Council has in place the following potentially relevant strategies prepared under other legislation:

#### **(a) Coastal Strategy (2006)**

This strategy is a guiding document which aims to ensure the community's vision to restore and enhance the wild and natural feel of the coast is achieved. The strategy focuses on the coastal margins, and aims to set out a framework for managed change over a 20-year period.

#### **(b) Community Facilities Strategy (2017)**

The purpose this strategy is to plan for the current and future needs of the community for community facilities. The strategy also outlines a decision-

making process to determine how the Council can consider future requests for facilities support.

**(c) Development Management Strategy (2007)**

This strategy sets out Kāpiti Coast District Council's strategy for the management of development and settlement patterns on the Kāpiti Coast.

**(d) Economic Development Strategy 2015-18**

This strategy provides a roadmap for Council, business and the community to continue to foster a thriving economy in the District. It outlines how Council and businesses can work together to harness local knowledge, skills and resources, while setting goals to help make the best decisions.

**(e) Open Space Strategy (2012)**

This strategy sets up the vision for the provision and management of open space in the Kāpiti Coast District for the next 20-50 years.

**(f) Sustainable Transport Strategy (2008)**

This strategy takes a long term and realistic view of the future options and opportunities and casts that in the light of the impacts of peak oil, climate change and national and regional transport initiatives. The strategy is concerned with reshaping the local transport system so that it has the characteristics of a sustainable system and dealing with key problems which are a barrier to sustainable outcomes.

**Assessment**

The most relevant of these strategies is the Open Space Strategy, which identifies open spaces as important community assets for providing venues for local, regional and national events, which provide economic and social benefits to the community. The approach proposed by Variation 4F for temporary events and regular markets is consistent with the intentions of the Open Space Strategy. The amendments provide for events and regular community markets on Council-owned sites (including open spaces).

**Other Council Plans**

The following plans, prepared under other legislation, are also potentially relevant:

**(a) Long Term Plan 2018-38**

The long term plan 2018-38 is a blueprint for the future of our district and shows how council intends to contribute to achieving our vision of a thriving environment, vibrant economy and strong communities in Kāpiti.

**(b) Reserve Management Plans**

Reserve Management plans contain the overall vision for the reserve and include policies that help shape the use, management and development of our parks and reserves in Kāpiti. The Council has reserve management plans in place for nineteen reserves.

**Assessment**

These other plans are of limited relevance to Proposed Variations 4(A-H). Reserve management plans will be relevant to the proposed non-RMA method for managing temporary events and 'regular markets' within Council reserves, and will apply in addition to the proposed PDP rules.

**Council Policies and Bylaws**

The Kapiti Coast District Council has the following other policies and bylaws which are relevant to Variation 4F:

- Public Places Bylaw 2017;
- Trading in Public Places Policy 2017; and
- Traffic Bylaw 2010.

**Assessment**

All of the above bylaws are highly relevant to the amendments proposed by Variation 4F to the provisions for temporary events and regular community markets.

The Public Places Bylaw and Trading in Public Places Policy provide an authorisation process for temporary events and 'regular markets' on Council-owned land. This authorisation process sits outside of the RMA, and therefore offers an established alternative approach to managing many events and markets in the District.

The Traffic Bylaw sets the requirements for parking and control of vehicular traffic on any road, public carpark, reserve or other public place owned by the Kapiti Coast District Council. The bylaw is therefore of importance to the proposed changes to provisions for temporary events and 'regular markets' where carried out on public places owned by the Council, or places under the control and management of the Council.

**6.5 Planning Documents Recognised by Iwi Authorities**

There are four documents recognised by iwi authorities in the Kapiti Coast District. These comprise:

- Proposed Ngāti Raukawa Ōtaki River and Catchment Iwi Management Plan 2000;
- Nga Korero Kaupapa mo Te Taiao: Policy Statement Manual for Kapakapanui: Te Runanga O Ati Awa ki Whakarongotai Inc;
- Te Haerenga Whakamua – A Review of the District Plan Provisions for Māori: A Vision to the Future for the Kāpiti Coast District Council District Plan Review 2009-12 – 2012; and
- *Whakarongotai o te moana o te wai* Kaitiakitanga Plan for Te Atiawa ki Whakarongotai (2019).



As Proposed Variations 4(A-H) apply to the entire district, all of these documents are considered below:

Proposed Ngāti Raukawa Ōtaki River and Catchment Iwi Management Plan 2000

The proposed Plan establishes a vision for Ngati Raukawa exercise of Kaitiakitanga, in respect of the Otaki River and its catchments, and provides policy to guide the fulfilment of that vision. The policy is aimed at providing for the ongoing development of a comprehensive framework from which Ngati Raukawa can engage in management of the Otaki River and its resources to ensure fulfilment of its Kaitiakitanga responsibilities. Notwithstanding the 'proposed' status of the management plan, it has been considered with regard to the content of Variations 4(A-H). No inconsistencies between proposed Variations 4(A-H) and the proposed Management Plan were identified.

Nga Korero Kaupapa mo Te Taiao

The document outlines the vision, intent and objectives for compliance with tikanga standards for protection and management of the environment as determined by Te Runanga O Ati Awa ki Whakarongotai Inc with respect to disposal and treatment of effluent, stormwater runoff, heritage protection and management, and representation. The content of Variations 4(A-H) do not address any of the above matters.

Te Haerenga Whakamua

Input from tangata whenua was an important part of developing the PDP, with 23 meetings held from December 2010 through October 2012 between Council staff and a Tangata Whenua working party nominated by Te Whakaminenga o Kāpiti.

The Tāngata Whenua Working Party was established in 2010 as a mechanism for iwi to participate in the review of the District Plan and to represent the District's three iwi (Te Āti Awa ki Whakarongotai, Ngāti Raukawa ki te Tonga and Ngāti Toa Rangatira). The mandate for the working party was to review all aspects of the District Plan on behalf of Te Whakaminenga o Kāpiti and recommend to this forum the direction for iwi policy and Māori world view within this process.

This process resulted in the document Te Haerenga Whakamua being approved by Te Whakaminenga o Kāpiti in March 2012 and endorsed by Council on 27 September 2012. None of the proposed Variations 4(A-H) provisions are identified as being inconsistent with Te Haerenga Whakamua.

Whakarongotai o te moana o te wai Kaitiakitanga Plan

This Plan identifies the key kaupapa, huanga and tikanga values, objectives and policies of Te Ātiawa ki Whakarongotai to guide kaitiakitanga. The document is internally focused, in order to support the kaitiaki practice of the iwi, but also to inform other agencies. The provisions of proposed Variations 4(A-H) do not alter any of the provisions of Chapter 2 or 2A as they relate to kaitiakitanga. The proposed amendment to Policy 3.14 (addressing the effects of earthworks on natural landforms) potentially enhances the policy framework enabling kaitiakitanga. None of the

provisions of proposed Variations 4(A-H) conflicts with any of the objectives, tikanga or five-year priorities set out in Whakaronqotai o te moana o te wai.

## 7 SCALE AND SIGNIFICANCE

Having regard to the relevant PDP objectives and the relevant provisions of the higher order documents, strategies and Iwi Management Plans discussed in Sections 5 and 6 of this report, this section evaluates the scale and significance of the effects of the proposed amendments proposed by Variations 4(A-H).

Variation 4A Definitions of <i>Household Unit</i> , <i>Ancillary</i> and <i>Kitchen</i>	Scale and Significance:
Proposed amendments to the definitions of <i>household unit</i> , <i>ancillary</i> and <i>kitchen</i> .	<p>The proposed amendment to the definition of <i>household unit</i> overcomes an unintended consequence. Although the proposed amendment is a change from the PDP status quo and applies district-wide, it is consistent with the PDP objectives and policies and the number of home occupations likely to be affected is expected to be relatively small.</p> <p>Although the expression <i>ancillary</i> is used in many PDP provisions, the amendments are limited to clarification of minor matters. The proposed amendment gives effect to PDP objectives and better aligns with the National Planning Standards.</p> <p>The proposed amendment to the definition of <i>kitchen</i> applies to all household units in the district but has low significance because it simply provides clarification (rather than a change in approach).</p> <p>None of the amendments proposed to the definitions affects any matters of national importance or carries implementation risk or uncertainty. The scale and significance of the effects of the proposed amendments are assessed as low.</p>
Variation 4B Policy 3.1.4 Guidance for Earthworks Effects on Natural Landforms, Amenity Values and Rural Character	Scale and Significance:
Addition of clause (d), requiring consideration of potential effects on natural landforms, residential amenity values and rural character.	Policy 3.14 applies district-wide and earthworks are an integral aspect of most development. On this basis, the proposed amendment has large-scale relevance. The scope of the additional clause is moderately significant, given the national importance of the natural character of the coastal environment (s. 6 (a)) and in the NZCPS. Also, the importance of amenity values, the quality of the environment and finite nature of resources in sections 7 (c), (f) and (g) of the RMA. However, the additional clause is consistent with the higher order policy framework and with the PDP objectives. There is a low degree

	of implementation risk and the amendment improves certainty of outcomes. Overall, the effects of this proposed amendment are assessed as having moderate scale and significance.
<b>Variation 4C Living Zones: Rule 5A.1.6 Yard Requirements for Home Occupations</b>	<b>Scale and Significance:</b>
Exception from 4-metre side and rear yard standard for home occupations.	The proposed amendment will apply to all proposed home occupations within the living and rural zones throughout the District. However, the definition of <i>home occupation</i> excludes activities that could have material adverse effects on neighbours' amenity values. The scale and significance of the potential effects of the proposed amendment are assessed as low.
<b>Variation 4D Working Zones: Bulk and Location Standards for Sites Adjoining Residential Zone</b>	<b>Scale and Significance:</b>
Amendment to bulk and location standards for sites in Working Zones that adjoin the Residential Zone.	The proposed amendments apply to all Working Zones throughout the district, and is expected to result in more efficient use of land in Working Zones adjoining the Living Zone. The remaining Working Zone standards are expected to maintain the amenity values of adjoining sites in the Living Zone. Therefore, the scale and significance of the effects of the amendments are assessed as low.
<b>Variation 4E 1. Rural Zones: Rule 7A.3.2.1 Number of Lots Connection to Rights of Way</b>	<b>Scale and Significance:</b>
Insertion of a limit on the number of lots able to connect to a right of way.	The proposed limit will apply to all rural zone subdivisions creating more than 6 lots from a right of way (which may involve a moderate number district-wide). The proposed standard is similar to, but more permissive than, the long-standing operative District Plan Rural Zone standard (which limits the number to 4 lots). There is a low degree of policy risk, implementation risk, or uncertainty. The likely effects of the proposed amendment are well understood, beneficial and their scale and significance are assessed as low.
<b>2. Rule 11P.2.1 Shared Car Park Spaces</b>	<b>Scale and Significance:</b>
Clarification of the rule providing for sharing of car parking spaces.	The rule only applies to car parks which are shared by different activities on the same site. Therefore, the scale of the proposed amendment is most likely to occur in town centres and is therefore limited in extent district-wide. The proposed amendment simply provides clarification and will not alter the effectiveness of it in managing potential adverse parking effects. There is a low degree of implementation risk or uncertainty and the scale and significance of the likely effects of the amendment are assessed as low.

<b>3. Rule 11E.1.3 Transport Network Hierarchy Terminology</b>	<b>Scale and Significance:</b>
Amendment to the wording used in the rule to align with the PDP's transport network hierarchy.	The proposed amendments will have no material environmental effects.
<b>Variation 4F 1. Temporary Event Standards</b>	<b>Scale and Significance:</b>
Amendments to rationalise and simplify the permitted activity standards for temporary events.	The change in timeframes from 30 working days to 10 working days will not have any material environmental effects. Similarly, the more permissive vehicle trip generation standard will have no material environmental effects. Traffic management will be achieved through the (unchanged) requirement for a management plan. The amendments will have a positive social and economic effect in reducing the number of events which breach the timeframe standards, triggering a resource consent. The number of instances district-wide is also likely to be small. There is a low degree of implementation risk or uncertainty. The scale and significance of the anticipated (administrative) effects are assessed as low.
<b>2. Regular Markets</b>	<b>Scale and Significance:</b>
Insertion of permitted activity provisions to enable regular community markets.	The environmental effects of the proposed amendments are expected to be neutral. The (unchanged) management requirements and the requirements of Council bylaws will appropriately manage actual and potential environmental effects. Also, the number and frequency of regular markets is expected to be limited district-wide. There is a low degree of implementation risk or uncertainty (the actual and potential effects will continue to be managed). The scale and significance of the proposed amendments are assessed as low.
<b>Variation 4G 1. Chapter 11P Parking Standards for Shared Living Accommodation</b>	<b>Scale and Significance:</b>
Insertion of activity specific car parking standards for shared living accommodation.	The proposed amendments apply district-wide but the total number of shared living situations is expected to be limited. The effects of the amendments are expected to be positive (in terms of traffic network management and amenity values) and limited in extent. There is a low degree of implementation risk or uncertainty and the scale and significance of the anticipated effects are assessed as low.

<b>Variation 4H</b> <b>Rural Zones: Retail</b> <b>Activities Not Ancillary to</b> <b>Primary Production</b>	<b>Scale and Significance:</b>
<p>Specification that retail activities that are not ancillary to primary production are non-complying activities.</p>	<p>The proposed amendments apply throughout the Rural Zone, so have potentially moderate to large scale. The effect of the proposed amendment, in tightening the consent status for the activity, is significant. The effect of the amendment is also significantly positive, in ensuring the Rural Zone rules give effect to the PDP objectives and policies relating to retail activities (they currently do not in this respect). However, in practice, the proposed amendment merely continues the long-established approach of the operative District Plan and does not represent a wholesale change in PDP approach. Rather, it corrects a potentially significant error. There is a low degree of implementation risk or uncertainty (the effects of failing to correct the error are understood and the proposed consent process will enable adverse effects of the activity to be comprehensively understood). The effects of the proposed amendment are assessed as having moderate scale and significance.</p>

## 8 ALTERNATIVE OPTIONS

For the proposed amendments that are assessed (in Section 7 above) as having low scale and significance of effects, the evaluation approach is simplified: the option is compared with a single alternative option (the status quo PDP provisions) and the evaluation is made at a broad district-wide level. The two Variations (4B & 4H) that are assessed as having effects of moderate scale and significance is considered by reference to two alternative options and have a more detailed evaluation.

<b>Issue:</b>	<b>Alternatives Considered:</b>
<b>1. Definitions of Household Unit, Ancillary and Kitchen</b>	<b>Option 1:</b> Status quo (retain the existing PDP definitions)  <b>Option 2:</b> The proposed amendments (to improve clarity)
<b>2. Policy 3.1.4 Guidance for Earthworks Effects on Natural Landforms, Amenity Values and Rural Character</b>	<b>Option 1:</b> Status quo (retain the existing PDP provisions with no additional policy support for earthworks)  <b>Option 2:</b> The proposed amendments (inserting additional policy support in Policy 3.14 requiring consideration of effects on natural landforms, residential amenity values and rural character)  <b>Option 3:</b> Modified amendment to Policy 3.14 (more stringently seeking to avoid any adverse effects on natural landforms, residential amenity values and rural character)
<b>3. Living Zones: Rule 5A.1.6 Yard Requirements for Home Occupations</b>	<b>Option 1:</b> Status quo (retain the existing PDP definitions)  <b>Option 2:</b> The proposed amendments (exempting home occupations from the 4-metre side yard)
<b>4. Working Zones: Bulk and Location Standards for Sites Adjoining Residential Zone</b>	<b>Option 1:</b> Status quo (retain the existing PDP definitions)  <b>Option 2:</b> The proposed amendments (deleting duplicated standards)
<b>5. Rural Zones: Rule 7A.3.2.1 Number of Lots Connection to Rights of Way</b>	<b>Option 1:</b> Status quo (retain the existing PDP definitions)  <b>Option 2:</b> The proposed amendments (limiting the number of lots able to connect to a right of way to 6)
<b>6. Rule 11P.2.1 Shared Car Park Spaces</b>	<b>Option 1:</b> Status quo (retain the existing PDP definitions)  <b>Option 2:</b> The proposed amendments (clarification of shared car parking requirements)
<b>7. Rule 11E.1.3 Transport Network Hierarchy Terminology</b>	<b>Option 1:</b> Status quo (retain the existing PDP definitions)  <b>Option 2:</b> The proposed amendments (to align PDP terminology)



<b>8. Temporary Event Standards</b>	<p><b>Option 1:</b> Status quo (retain the existing PDP definitions)</p> <p><b>Option 2:</b> The proposed amendments (to rationalise and simplify the requirements for temporary events)</p>
<b>9. Regular Markets</b>	<p><b>Option 1:</b> Status quo (retain the existing PDP definitions)</p> <p><b>Option 2:</b> The proposed amendments (new permitted activity provision for regular markets)</p>
<b>10. Chapter 11P Parking Standards for Shared Living Accommodation</b>	<p><b>Option 1:</b> Status quo (retain the existing PDP definitions)</p> <p><b>Option 2:</b> The proposed amendments (activity-specific car parking standards for shared living accommodation)</p>
<b>11. Rural Zones: Retail Activities Not Ancillary to Primary Production</b>	<p><b>Option 1:</b> Status quo (retain the existing PDP definitions)</p> <p><b>Option 2:</b> The proposed amendments (specifying that retail activities not ancillary to primary production as non-complying activities)</p> <p><b>Option 3:</b> Rule amendments specifying that retail activities not ancillary to primary production as restricted discretionary or discretionary activities</p>



## 9 EVALUATION

### 9.1 Consultation Undertaken for Variations 4(A-H)

A draft of Variations 4(A-H) was circulated to the Minister for the Environment as required by the Act. No other Ministers of the Crown and no other local authorities are considered to be affected by Variations 4(A-H).

Currently there are no customary marine title groups confirmed in the Kapiti Coast District. There are four applications pending under the Marine and Coastal Area Act. However, the proposed amendments will not directly affect any coastal marine areas.

Due to the relative minor nature of the changes which make up Variations 4(A-H) wider consultation has not been undertaken.

### 9.2 Iwi Authority Advice

Council has a partnership approach with iwi for resource management matters. Te Whakaminenga o Kāpiti is one of the longest lasting partnerships between tāngata whenua and Local Government in New Zealand. The partners are the Kāpiti Coast District Council and the mana whenua (people with 'authority over the land') on the Kāpiti Coast: Te Āti Awa ki Whakarongotai, Ngāti Raukawa ki te Tonga, and Ngāti Toa Rangatira.

Clause 4A of Schedule 1 of the RMA sets out the requirements for local authorities to consult with iwi authorities before notifying a proposed plan. Clause 4A(b) requires Council to have particular regard to any advice received on a draft proposed policy statement or plan from those iwi authorities. A copy of draft Variations 4(A-H) was forwarded to each of the mana whenua iwi authorities on 10 June 2019. No response has been received at the date of preparing this s. 32 report.

### 9.3 Evaluation of the Proposed Amendments and Alternatives

As identified in Section 2 of this report, the matters that must be examined in the s.32 evaluation are:

- Benefits (of the anticipated environmental, economic, social, cultural effects)
- Costs (of the anticipated environmental, economic, social, cultural effects)
- Economic growth impacts
- Employment impacts
- Sufficiency of information (and risks of acting or not acting if insufficient)
- Efficiency
- Effectiveness

In all cases, there is no uncertainty of outcome and the available information provides a sufficient basis for evaluating the likely effects of the proposed amendments.

Therefore, there is no need to evaluate the risks of acting or not acting. The risks associated with continuing with the current PDP provisions are identified and discussed in the analysis under the headings of environmental and economic costs and inefficiencies. The findings of evaluating the relevant s. 32 matters are summarised in the following Tables:

<b>Issue 1: Definitions of <i>Household Unit</i>, <i>Ancillary</i> and <i>Kitchen</i></b>	<b>Option 1 (Status Quo PDP Definitions)</b>	<b>Option 2 (Proposed Amendments)</b>
<b>Benefits and Costs: Environmental Effects</b>	The definitions provide a basis for managing housing density. However, the wording creates some uncertainties.	The definitions will provide a more certain basis for managing housing density.
<b>Benefits and Costs: Economic Effects</b>	There are some administrative costs associated with having to make case-by-case assessments of what constitutes a 'household unit'.	The amendments will eliminate the transaction costs associated with the existing PDP definition uncertainties.
<b>Benefits and Costs: Social Effects</b>	It is possible that the current definitions are unnecessarily restricting some residential situations.	Neutral
<b>Benefits and Costs: Cultural Effects</b>	Neutral	Neutral
<b>Economic Growth &amp; Employment Impacts</b>	It is possible that the current definitions are unnecessarily constraining home occupations.	The amendments will remove unnecessary requirements that may be inhibiting home occupations.
<b>Efficiency</b>	The existing definitions create some inefficiencies	The proposed amendments will improve the efficiency of PDP implementation.
<b>Effectiveness</b>	The uncertainties in the existing definitions impair their effectiveness in achieving the PDP objectives.	The proposed amendments will enhance PDP effectiveness.
<b>Overall Conclusion</b>	<b>Option 2 (the proposed amendments) is recommended.</b>	

<b>Issue 2: Policy 3.14 Guidance for Earthworks Effects on Natural Landforms, Amenity Values and Rural Character</b>	<b>Option 1 (Status Quo PDP Provisions)</b>	<b>Option 2 (Proposed Amendment to Policy 3.14)</b>	<b>Option 3 (More Stringent Amendment in Policy 3.14)</b>
<b>Benefits and Costs: Environmental Effects</b>	The policy framework is not managing actual and potential effects	The proposed amendment will ensure that actual effects on natural	The proposed amendment will ensure that all adverse effects on

Issue 2: Policy 3.14 Guidance for Earthworks Effects on Natural Landforms, Amenity Values and Rural Character	Option 1 (Status Quo PDP Provisions)	Option 2 (Proposed Amendment to Policy 3.14)	Option 3 (More Stringent Amendment in Policy 3.14)
	of earthworks on natural landforms, residential amenity values or rural character in the manner necessary to achieve the relevant PDP objectives.	landforms, amenity values and rural character are considered and addressed by mitigation where necessary.	natural landforms, amenity values and rural character are avoided in all situations.
<b>Benefits and Costs: Economic Effects</b>	Neutral	The interventions or mitigation required to address the policy considerations may impose additional costs or prevent earthworks in some situations.	The requirement to avoid all adverse effects will impose additional costs where development proposals need to be altered to avoid adverse effects.
<b>Benefits and Costs: Social Effects</b>	Neutral	Neutral	Neutral
<b>Benefits and Costs: Cultural Effects</b>	The current policy framework may be overlooking some cultural values associated with natural landforms.	The proposed amendments will allow consideration of cultural values associated with natural landforms.	The amendments will ensure that adverse effects on cultural values associated with natural landforms are avoided.
<b>Economic Growth &amp; Employment Impacts</b>	Neutral	Neutral	Neutral
<b>Efficiency</b>	The existing provisions do not create inefficiencies for the administration of earthworks proposals.	The proposed amendments will add considerations that have to be evaluated for applications for consent for earthworks, but will not cause additional applications to be required.	The amendments will add considerations that have to be evaluated for applications for consent for earthworks, but will not cause additional applications to be required.
<b>Effectiveness</b>	The current policy framework is not fully effective in achieving the relevant PDP objectives.	The proposed amendments will enable the PDP objectives to be fully achieved.	The proposed amendments will enable the PDP objectives to be fully achieved.

Issue 2: Policy 3.14 Guidance for Earthworks Effects on Natural Landforms, Amenity Values and Rural Character	Option 1 (Status Quo PDP Provisions)	Option 2 (Proposed Amendment to Policy 3.14)	Option 3 (More Stringent Amendment in Policy 3.14)
Overall Conclusion	Option 2 (the proposed amendments) is recommended. Although the outcomes achieved by Option 3 are similar, Option 2 can achieve the PDP objectives with less intervention costs.		

<b>Issue 3: Living Zones: Rule 5A.1.6 Yard Requirements for Home Occupations</b>	<b>Option 1 (Status Quo PDP Yard Standard)</b>	<b>Option 2 (Proposed Exclusion for Home Occupations)</b>
<b>Benefits and Costs: Environmental Effects</b>	The existing yard standard maintains amenity values on adjoining sites.	Even where yard distances are less than 4m, amenity values on adjoining sites will be maintained because of the benign nature of home occupations.
<b>Benefits and Costs: Economic Effects</b>	The standard is unnecessarily requiring resource consent for legitimate activities in homes that have no or minor environmental effects.	The proposed amendment will eliminate the need for resource consents which may be creating an artificial obstacle for home occupations.
<b>Benefits and Costs: Social Effects</b>	The unnecessary requirement for resource consents may be interfering with people achieving their (social wellbeing) aspirations to work from home.	Removing the need for consents may enable the achievement of people's social and wellbeing aspirations to work from home.
<b>Benefits and Costs: Cultural Effects</b>	Neutral	Neutral
<b>Economic Growth &amp; Employment Impacts</b>	It is possible that the current definitions are unnecessarily constraining home occupations that are small-scale or start-up economic activities.	The amendments will remove unnecessary requirements that may be inhibiting home occupations that are small-scale or start-up economic activities.
<b>Efficiency</b>	The standard is straightforward and readily able to be implemented, and creates no administrative PDP inefficiency.	The proposed amendment will be straightforward and readily able to be implemented, with no administrative PDP inefficiency.
<b>Effectiveness</b>	The standard is potentially inhibiting achievement of the PDP's social, economic and community wellbeing objectives.	The proposed amendments will enhance PDP effectiveness.
<b>Overall Conclusion</b>	<b>Option 2 (the proposed amendment) is recommended.</b>	

Issue 4: Working Zones: Bulk and Location Standards for Sites Adjoining Residential Zone	Option 1 (Status Quo PDP Standards)	Option 2 (Proposed Deletion of Duplicated Standards)
<b>Benefits and Costs: Environmental Effects</b>	The existing standards maintains amenity values on adjoining sites.	The remaining Working Zone standards will maintain amenity values on adjoining sites.
<b>Benefits and Costs: Economic Effects</b>	Additional costs are imposed where the standard is unnecessarily requiring resource consent for legitimate activities on some sites in Working Zones.	The proposed amendments will remove the need for (and cost) of resource consents for activities that do not address actual environmental effects.
<b>Benefits and Costs: Social Effects</b>	Neutral	Neutral
<b>Benefits and Costs: Cultural Effects</b>	Neutral	Neutral
<b>Economic Growth &amp; Employment Impacts</b>	It is possible that the current standards are constraining the scope or intensity of business activity on some sites in Working Zones.	The amendments will remove unnecessary requirements that may be inhibiting business activity or developments on Working Zone land.
<b>Efficiency</b>	The standards duplicate other PDP standards.	The proposed amendments will remove PDP duplication and enhance administrative efficiency.
<b>Effectiveness</b>	The standards are effective in maintaining amenity values (but may not be necessary to do so).	The proposed amendments will be effective in maintaining amenity values as intended by PDP objectives.
<b>Overall Conclusion</b>	<b>Option 2 (the proposed amendment) is recommended.</b>	



Issue 5: Rural Zones: Rule 7A.3.2.1 Number of Lots Connecting to Rights of Way	Option 1 (Status Quo PDP No Limit)	Option 2 (Proposed Limit of 6 Lots)
<b>Benefits and Costs: Environmental Effects</b>	The existing provisions have the potential to enable adverse traffic safety and convenience effects.	The proposed limit will ensure that potential adverse traffic safety and convenience effects are avoided, remedied or mitigated and will enable the development of an integrated transport network.
<b>Benefits and Costs: Economic Effects</b>	Neutral	The proposed limit may restrict or require alteration of rural allotments created by subdivision or require investment in roads (which are more expensive than rights of way).
<b>Benefits and Costs: Social Effects</b>	Neutral	Neutral
<b>Benefits and Costs: Cultural Effects</b>	Neutral	Neutral
<b>Economic Growth &amp; Employment Impacts</b>	Neutral	The proposed limit may inhibit or alter the number of rural allotments created (and the opportunities for economic use of those).
<b>Efficiency</b>	The standard is straightforward and readily able to be implemented, and creates no administrative PDP inefficiency.	The proposed amendment will be straightforward and readily able to be implemented, with no administrative PDP inefficiency.
<b>Effectiveness</b>	The standard potentially conflicts with the PDP objectives for traffic safety and an integrated transport network.	The proposed amendments will enhance the ability to achieve the PDP transport objectives.
<b>Overall Conclusion</b>	<b>Option 2 (the proposed amendment) is recommended.</b>	

Issue 6: Rule 11P.2.1 Shared Car Park Spaces	Option 1 (Status Quo PDP Rule)	Option 2 (Proposed Clarification of Requirements)
<b>Benefits and Costs: Environmental Effects</b>	The existing rule provides a basis for managing shared car parking.	The proposed amendments will provide a clearer regime for managing shared car parking.
<b>Benefits and Costs: Economic Effects</b>	The existing provisions enable multiple uses and intensification of land use.	The proposed amendments will more clearly enable multiple uses and intensification of land use.
<b>Benefits and Costs: Social Effects</b>	Neutral	Neutral
<b>Benefits and Costs: Cultural Effects</b>	Neutral	Neutral
<b>Economic Growth &amp; Employment Impacts</b>	As above – the existing provisions enable multiple economic uses on a site.	As above – the proposed amendments will more clearly enable multiple economic uses on a site.
<b>Efficiency</b>	There is confusion in the rule wording that creates inefficiency.	The proposed amendments will improve the efficiency of PDP implementation.
<b>Effectiveness</b>	The effectiveness of the existing rule is impaired by the confused wording.	The proposed amendments will be more effective in achieving the PDP transport and Working Zone objectives.
<b>Overall Conclusion</b>	<b>Option 2 (the proposed amendment) is recommended.</b>	

Issue 7: Rule 11E.1.3 Transport Network Hierarchy	Option 1 (Status Quo PDP 'Local Road' Expression)	Option 2 (Amendment to 'Neighbourhood Access Route')
Benefits and Costs: Environmental Effects	The inaccurate language in the existing rule inhibits its ability to properly manage potential traffic effects.	The proposed amendment will allow the rule to more clearly manage potential traffic effects.
Benefits and Costs: Economic Effects	Neutral	Neutral
Benefits and Costs: Social Effects	Neutral	Neutral
Benefits and Costs: Cultural Effects	Neutral	Neutral
Economic Growth & Employment Impacts	Neutral	Neutral
Efficiency	The inaccurate wording creates confusion and inefficiency in PDP implementation.	The proposed amendment will eliminate the confusion and improve PDP implementation efficiency.
Effectiveness	The confusion in the rule inhibits its effectiveness in achieving the PDP transport objectives.	The proposed amendments will provide clarity and more effectively achieve the PDP transport objectives.
Overall Conclusion	<b>Option 2 (the proposed amendment) is recommended.</b>	

Issue 8: Temporary Event Standards	Option 1 (Existing PDP Provisions)	Option 2 (Proposed Amendments)
<b>Benefits and Costs: Environmental Effects</b>	The existing provisions provide a basis for managing the actual and potential adverse effects of temporary events.	The proposed amendments will provide a more practical basis for managing the actual and potential adverse effects of temporary events.
<b>Benefits and Costs: Economic Effects</b>	The existing standards are difficult for many community-based temporary events to achieve, which may inhibit enablement of them or impose costs associated with resource consents.	The proposed amendments will remove obstacles to permitted activity temporary events and remove the need for (and cost of) resource consents.
<b>Benefits and Costs: Social Effects</b>	As above – the existing standards may be making it difficult to operate community-based temporary events.	As above – the proposed amendments will better enable temporary events, including community-based events.
<b>Benefits and Costs: Cultural Effects</b>	Neutral	Neutral
<b>Economic Growth &amp; Employment Impacts</b>	As above – the existing standards may be making it difficult to achieve the economic benefits of temporary events.	As above – the proposed amendments will better enable the economic and employment benefits of temporary events.
<b>Efficiency</b>	The existing standards are unnecessarily restrictive and create unnecessary transaction costs.	The proposed amendment will be straightforward and readily able to be implemented, with no administrative PDP inefficiency.
<b>Effectiveness</b>	The existing provisions are not fully effective in achieving the PDP objectives for community wellbeing.	The proposed amendments will enhance the ability to achieve the PDP community wellbeing objectives.
<b>Overall Conclusion</b>	<b>Option 2 (the proposed amendment) is recommended.</b>	

<b>Issue 9: Regular Markets</b>	<b>Option 1 (Status Quo PDP Provisions)</b>	<b>Option 2 (Proposed Specific Permitted Activity Provision)</b>
<b>Benefits and Costs: Environmental Effects</b>	The existing provisions enable management of the actual and potential adverse effects of regular community markets.	The proposed amendments, together with the Council's other policies and bylaws, will enable management of the actual and potential adverse effects of regular community markets.
<b>Benefits and Costs: Economic Effects</b>	The existing provisions trigger the need for resource consents in most situations (and the costs and delay associated with that, which are typically unaffordable for community groups).	The proposed amendments will remove the need for resource consents in most situations and will enable the economic benefits of regular community markets.
<b>Benefits and Costs: Social Effects</b>	The existing provisions may be inhibiting the enablement of regular community markets.	The proposed amendments will enable community wellbeing.
<b>Benefits and Costs: Cultural Effects</b>	Neutral	Neutral
<b>Economic Growth &amp; Employment Impacts</b>	As above – the existing provisions maybe inhibiting the economic and employment benefits of regular community markets.	The proposed amendments will facilitate the economic and employment benefits of regular community markets.
<b>Efficiency</b>	The existing provisions are unclear as to the consent status for community markets and require case-by-case consideration. They also unnecessarily duplicate bylaws. This is administratively inefficient.	The proposed amendment will be straightforward and readily able to be implemented, with no administrative PDP inefficiency.
<b>Effectiveness</b>	The existing provisions are not effective in enabling community wellbeing objectives and are not necessary to manage actual and potential effects.	The proposed amendments will enhance the ability to achieve the PDP objectives.
<b>Overall Conclusion</b>	<b>Option 2 (the proposed amendment) is recommended.</b>	

<b>Issue 10: Chapter 11P Car Parking Standards for Shared Living Accommodation</b>	<b>Option 1 (Status Quo PDP Residential Parking Standards)</b>	<b>Option 2 (Proposed Activity-Specific Car Parking Standards)</b>
<b>Benefits and Costs: Environmental Effects</b>	The existing provisions have the potential to enable adverse (parking related) traffic safety and convenience effects.	The proposed standards will manage actual and potential parking effects and maintain the integrity of the transport network.
<b>Benefits and Costs: Economic Effects</b>	Neutral	The proposed limit may impose additional costs associated with provision of on-site parking for some residential accommodation types, or require consents for non-compliance.
<b>Benefits and Costs: Social Effects</b>	The existing rules and residential parking standards enable the establishment and operation of a range of shared living accommodation types.	The proposed car parking standards will enable the establishment and operation of a range of shared living accommodation types but may reduce the size of building permitted on particular sites, depending on the land available for on-site car parking.
<b>Benefits and Costs: Cultural Effects</b>	Neutral	Neutral
<b>Economic Growth &amp; Employment Impacts</b>	As above – the existing rules enable the establishment of a range of shared living accommodation types, including supported living (with the job opportunities associated with those).	As above – the proposed car parking standards may reduce the size of accommodation buildings permitted (and the associated job opportunities), depending on the size of the site. However, the district-wide impact is expected to be small.
<b>Efficiency</b>	The rules are straightforward and readily able to be implemented, with no administrative PDP inefficiency.	The proposed amendment will be straightforward and readily able to be implemented, with no administrative PDP inefficiency.
<b>Effectiveness</b>	The existing provisions are not able to manage potential parking effects in all situations.	The proposed amendments will enhance the ability to achieve the PDP transport objectives.
<b>Overall Conclusion</b>	<b>Option 2 (the proposed amendment) is recommended.</b>	

<b>Issue 11: Rural Zones: Retail Activities Not Ancillary to Primary Production</b>	<b>Option 1 (Status Quo PDP Provisions)</b>	<b>Option 2 (Proposed Non-Complying Activity Rule)</b>	<b>Option 3 (Discretionary or Restricted Discretionary Activity Rule)</b>
<b>Benefits and Costs: Environmental Effects</b>	The existing provisions (with a permitted activity default) enable potentially significant adverse effects that would result from uncontrolled retail activities establishing in the Rural Zones (including adverse effects on the vitality and function on the identified District centres, adverse infrastructure servicing outcomes, adverse effects on the transport network and adverse effects on rural amenity values and character).	The proposed rule will give effect to the clear direction of the RPS and PDP to manage the location and effects of retail activities within identified District Centres and will allow comprehensive consideration of (and avoidance of) the actual and potential adverse effects of out-of-centre retail activities as envisaged by the relevant RPS and PDP objectives and policies.	Discretionary activity provision will not be as effective in avoiding the actual and potential adverse effects of out-of-centre retail activities (by contemplating, rather than signalling the clear avoidance objective of the relevant PDP and RPS objectives and policies).
<b>Benefits and Costs: Economic Effects</b>	There are potentially significant adverse economic effects if the provisions were to enable out-of-centre retail activities.	Resource consents will incur costs. However, the overall impact is assessed as neutral (because the PDP objectives intend that general retail activities not become established in the Rural Zones).	Resource consents will incur costs. There are potentially significant adverse economic effects if the provisions were to enable out-of-centre retail activities.
<b>Benefits and Costs: Social Effects</b>	There are potentially significant adverse effects on the dynamics and wellbeing of rural communities associated with the establishment of retail activities unrelated to primary production.	The proposed rule will allow comprehensive consideration of actual and potential adverse social and community wellbeing effects.	There are potentially significant adverse effects on the dynamics and wellbeing of rural communities associated with the establishment of retail activities unrelated to primary production.
<b>Benefits and Costs: Cultural Effects</b>	Neutral	Neutral	Neutral



<b>Issue 11: Rural Zones: Retail Activities Not Ancillary to Primary Production</b>	<b>Option 1 (Status Quo PDP Provisions)</b>	<b>Option 2 (Proposed Non-Complying Activity Rule)</b>	<b>Option 3 (Discretionary or Restricted Discretionary Activity Rule)</b>
<b>Economic Growth &amp; Employment Impacts</b>	Although the default permitted activity provision facilitates the establishment of retail activities, it would do so potentially at the cost of significant disbenefits for the vitality and function of the identified District Centres (depending on the location and scale of those retail activities).	Neutral (although the proposed rule would present a significant resource consent hurdle to the establishment of general retail activities, this is the intended approach of the PDP objectives).	Retail activities and associated economic opportunities may be established by consent. Adverse effects in the form of disbenefits for the vitality and function of the identified District Centres would depend on the location and scale of those retail activities.
<b>Efficiency</b>	The existing rule cascade is simple, without inefficiency or administrative cost.	The proposed rule is clear and the matters that have to be considered are clearly identified in the PDP and higher order documents. Transaction of applications for resource consent will incur administrative cost and delay (but are considered to be necessary to enable comprehensive consideration of effects).	A discretionary activity rule could be clear and the matters that have to be considered are clearly identified in the PDP and higher order documents. Transaction of applications for resource consent will incur administrative cost and delay (but are considered to be necessary to enable comprehensive consideration of effects).
<b>Effectiveness</b>	The current policy framework conflicts with the clearly stated PDP objectives relating to the location and management of retail activities.	The proposed rule will give effect to the PDP objectives.	A discretionary activity rule allows an opportunity to comprehensively consider the actual and potential effects of out-of-centre retail activities but does not clearly signal the 'avoidance' approach of the PDP objectives.

Issue 11: Rural Zones: Retail Activities Not Ancillary to Primary Production	Option 1 (Status Quo PDP Provisions)	Option 2 (Proposed Non-Complying Activity Rule)	Option 3 (Discretionary or Restricted Discretionary Activity Rule)
Overall Conclusion	Option 2 (the proposed amendment) is recommended. It will be more effective than both alternative options in achieving the PDP objectives.		

## 10 CONCLUSION

This report concludes that the amendments proposed by Variations 4(A-H) are the most appropriate way to achieve the PDP objectives, by comparison with the reasonably practicable alternative approaches. In achieving the PDP objectives, the proposed amendments will also contribute to achieving the sustainable management purpose of the RMA. The reasons for these conclusions are summarised in the tables in Section 9 of this report. On this basis, the proposed amendments are recommended to the Council for adoption for the purposes of public notification and invitation of submissions from the community. Once submissions have been received, the foregoing evaluation and the conclusions of this report will be reconsidered, having regard to the issues and suggestions raised in submissions.

## APPENDIX 1: EXPLANATION OF THE ISSUES

### Issue 1: Definitions of *Household Unit*, *Ancillary* and *Kitchen*

The PDP definition of **household unit** captures home occupations that are required to have a separate kitchen for their operation e.g. a catering business. As currently worded, such home occupations would be deemed to create an additional *household unit*. This triggers the requirement to comply with the subdivision standards (if in a Living Zone), and the requirement to pay development contributions and financial contributions. In Rural Zones a home occupation which requires an additional kitchen would be deemed a non-complying activity under rule 7A.5.6, as rural properties are limited to one household unit.

The PDP provides for home occupations as a permitted activity, however there have been examples where customers require resource consent under the scenario described above. This situation is clearly an unanticipated outcome arising from the definition for *household unit*, and carries a high level of frustration for affected customers.

The PDP definition of **ancillary** is:

*Ancillary means:*

- a) *Supportive;*
- b) *Subordinate; and*
- c) *Allied in characteristics, nature or type.*

The term ancillary is used extensively across multiple chapters of the PDP.

The definition is generally acceptable for buildings and development. However, the PDP also contains rules which manage ancillary activities. In many situations it may be questionable as to whether an activity is allied in characteristics, nature or type. Examples include:

- i. Residential activities which must be ancillary to an industrial building and activity on the site (Rule 6F.1.6);
- ii. Retail activities which is ancillary to an industrial activity on a property and which is limited to the lesser of the following ... (Rule 6F.1.7); and
- iii. Offices must be ancillary to the industrial activity on the property and limited to whichever is the lesser of the following ... (Rule 6F.1.8)

This situation introduces uncertainty and requires a judgement to be made as to whether these activities (which the PDP intends to be permitted activities) are indeed *ancillary* or not under the definition. As an example, it would be difficult to conclude that an ancillary residential activity on an industrial site would be allied in characteristics, nature and type with the industrial building or the industrial activity on the site.

The PDP definition of **kitchen** is central in determining whether or not an additional household unit has been, or will be, created. It is relied on daily by the Council's compliance team and the resource consents team to determine:

- whether a proposed building will create an additional household unit;
- whether building works/development has created an additional household unit.

The presence of food preparation and cooking facilities are two of the main components in determining whether or not an additional household unit is created. The current definition

includes a non-exhaustive list of smaller electric appliances which do not constitute cooking facilities. This unintentionally broadens the scope of situations captured as household units.

As the list only identifies examples of small electrical appliances which should be excluded from the definition, where a non-listed appliance is encountered (e.g. a portable grill) it requires a decision to be made on whether or not it should be considered a cooking appliance or not. A follow-on decision may then be required to decide whether or not enforcement actions should (or could) be taken. This creates uncertainty and is inefficient.

## Issue 2: Policy 3.14 Guidance for Earthworks Effects on Natural Landforms, Amenity Values and Rural Character

Implementation of the PDP by the Council's Resource Consents team has highlighted that the PDP policy support for earthworks affecting amenity values, rural character and natural landforms which are not identified as an outstanding natural landscape or feature, or a geological site is very limited.

The current policy support for general earthworks (excluding earthworks within heritage sites and features, and areas identified as being subject to natural hazards) is provided by the following Chapter 3 Policies:

### Policy 3.12 – Protecting Outstanding Natural Features and Landscapes

*Outstanding natural features and landscapes* will be protected from inappropriate *subdivision*, *uses* and *development* which has the potential to adversely affect and erode the values of features and landscapes identified in Natural *Environment Schedule 3.4* of this Plan.

### Policy 3.13 – Special Amenity Landscapes

*Subdivision*, *use* and *development* in *special amenity landscapes* will be located, designed and of scale and character that maintains or enhances the values of the landscape areas identified in *Schedule 3.5* of this Plan and taking into account existing land uses including primary production.

### Policy 3.14 – Earthworks

All *earthworks* activities will:

- a. be managed to protect *geological features* identified in *Schedule 3.6* from disturbance; and
- b. be sympathetically located and of a scale that protects the values of *outstanding natural features* and landscapes identified in *Schedule 3.4*; and
- c. avoid or mitigate erosion and off-site silt and sediment runoff to the *Council's* reticulated stormwater system and *waterbodies*.

### Policy 3.15 – Extractive Industries

To ensure that adverse visual *effects* from the location and operation of new *extractive industries* are avoided, remedied or mitigated by requiring the activities to be located outside areas identified as *outstanding natural features and landscapes* and requiring site landscaping where practicable to limit visibility from *Living Zones* and *strategic arterial routes*.

It is evident from these policies that policy support for general earthworks rules and standards is limited. Objectives 2.9 and 2.11 are relevant:

**Objective 2.9 – Landscapes, Features and Landforms**

To protect the District's identified outstanding natural features and landscapes from inappropriate subdivision, use and development; and

- a. maintain or enhance the landscape values of special amenity landscapes and identified significant landforms; and
- b. avoid, remedy or mitigate adverse effects of earthworks on natural features and landforms

**Objective 2.11 – Character and Amenity Values**

To maintain and enhance the unique character and amenity values of the District's distinct communities so that residents and visitors enjoy:

- a. relaxed, unique and distinct village identities and predominantly low-density residential areas characterised by the presence of mature vegetation, a variety of built forms, the retention of landforms and unique community identities;
- b. vibrant, lively town centres supported by higher density residential and mixed use areas;
- c. neighbourhood centres, village communities and employment areas characterised by high levels of amenity, accessibility and convenience;
- d. productive rural areas, characterised by openness, natural landforms, areas and corridors of indigenous vegetation, and primary production activities; and
- e. well managed interfaces between different types of land use areas (e.g. between living, working and rural areas and between potentially conflicting land uses, so as to minimise adverse effects.

The policies that cascade from Objectives 2.9 and 2.11 give very little guidance to resource consent applicants and decision makers as to how the PDP intends to manage the effects of earthworks on amenity values, rural character and on natural landforms that don't qualify as s.6 RMA outstanding natural features or landscapes. In particular, the absence of any specific guidance in Policy 3.14 is seen as a gap.

### **Issue 3: Living Zones: Rule 5A.1.6 Yard Requirements for Home Occupations**

Implementation of the PDP has identified an inconsistency which results in many home occupations not being able to become established as a permitted activity. The yard standard for non-residential activities is 4.0 metres from a boundary. *Home occupations* (which have their own definition) are included within the definition of *non-residential activity*. Typically, lawfully-established dwellings in the living zones are closer than 4 metres to property boundaries (the minimum side yard standard for dwellings is 1.5 metres). This means that, despite the PDP providing for home occupations as a permitted activity, many cannot operate as a permitted activity within the living zones due to non-compliance with the 4-metre yard standard.

### **Issue 4: Working Zones: Bulk and Location Standards for Sites Adjoining Residential Zone**

It has become apparent that there is duplication in the building requirements for new buildings in the working zones which adjoin a living zone. Also, some of the standards are not necessary or reasonable and could significantly impact on what activities and development

are viable on working zone land adjoining the living zone. For example, the maximum 40% site coverage and minimum 4.5 metre front yard setback.

The other standards which apply to new buildings in working zones adjoining a living zone include the height envelope and side yard setbacks. These are sufficient to manage the potential adverse amenity and character effects on neighbouring sites in the living zone.

### **Issue 5: Rural Zones: Rule 7A.3.2.1 Number of Lots Connecting to Rights of Way**

The Rural Zone rules and standards do not currently limit the number of lots that can access a road by way of an access right of way. Formerly, the operative District Plan adopted the NZS4404 limit of six lots per access right of way. The absence of a limit has the potential to create substandard access arrangements where there are high user numbers. PDP Objective 2.14 is:

#### **Objective 2.14 – Access and Transport**

**To ensure that the transport system in the District:**

- a. integrates with land use and urban form and maximises accessibility;
- b. improves the efficiency of travel and maximises mode choice to enable people to act sustainably as well as improving the resilience and health of communities;
- c. contributes to a strong economy;
- d. avoids, remedies or mitigates adverse effects on land uses;
- e. does not have its function and operation unreasonably compromised by other activities;
- f. is safe, fit for purpose, cost effective and provides good connectivity for all communities; and
- g. provides for the integrated movement of people, goods and services.

Where rights of way are created with large numbers of users, this may erode the ability to provide a fit-for-purpose, efficient and integrated road network that provides good connectivity. The absence of a limit is a significant departure from the long-established operative District Plan approach and appears to have been an omission.

### **Issue 6: Rule 11P.2.1 Shared Car Parking Spaces**

The rule applies to car parking areas which are shared by different activities on the same site. Experience with the PDP has highlighted a potential interpretation of the rule that would render all activities non-compliant even where they individually have sufficient on-site car parking. The rule is poorly worded and uncertain and needs to be clarified to provide certainty and avoid unnecessary applications for consent.

### **Issue 7: Rule 11E.1.3 Transport Network Hierarchy Terminology**

Rule 11E.1.3 controls reversing from a site except where the site's driveway accesses directly from a 'local road'. 'Local road' is not an expression used in the PDP Transport Network Hierarchy. The relevant expression is 'Neighbourhood Access Route'. The wording in the rule needs to be amended to achieve consistency with the Transport Network Hierarchy.



### Issue 8: Temporary Event Standards

Standard number 8 in Rule 12B.1.1 requires that a management plan must be submitted to the Council not less than 30 days prior to a temporary event. This is proving to be too long a time period for many community temporary events. The Council is satisfied that a 10-day period is sufficient. The rule triggers the need for resource consent for a very minor matter. Addressing this would better give effect to the Plan's objectives and policies that seek to enable community events.

Standard number 10 in Rule 12B.1.1 limits traffic generated by a temporary event to a maximum of 50 per hour. This is proving to be unrealistic for temporary community events, where people attend at a particular time rather than over the course of a day. Also, the limit of 50 per hour is unduly restrictive for temporary events. The limit is also practically difficult to monitor and would require many staff hours to enforce on a consistent basis throughout the district. In reality, many events are unlikely to be able to meet this restriction, triggering the requirement for resource consent. Also, if attendance numbers are not accurately foreseen, this requirement for resource consent may be triggered during the event itself.

Rule 12B.1.1 separately requires the lodgement with Council of a management plan. This can be expected to address traffic generation and traffic management. The hourly limit is considered to be unduly restrictive for events that are temporary and contribute positively to the community's social, cultural and economic wellbeing.

### Issue 9: Regular Markets

The PDP does not provide explicitly for regular community markets. Although they are typically temporary, they are not explicitly included in the definition of *temporary event*. As such, regular community markets are potentially captured by the rules controlling retail activities. Not all of the standards applicable to retail activities are relevant for temporary or recurring community markets. Most existing regular community markets take place in buildings or on land owned or controlled by the Council and are subject to the *Trading in Public Places Policy 2017* and the Council's *Traffic Bylaw 2010* and *Public Places Bylaw 2017*. These other statutory instruments are sufficient to address the potential localised effects of community markets. The PDP provisions unnecessarily duplicate these other measures. The absence of a clear permitted activity rule also means that resource consent is likely to be required for recurring community markets on many sites. The cost of this process presents an unnecessary obstacle to the establishment and operation of regular community markets, which support community wellbeing. This outcome conflicts with PDP Objective 2.8:

#### **Objective 2.8 – Strong Communities**

**To support a cohesive and inclusive community where people:**

- a. have easy access and connectivity to quality and attractive public places and local social and community services and facilities;
- b. have increased access to locally produced food, energy and other products and resources;
- c. have improved health outcomes through opportunities for active living or access to health services; and
- d. have a strong sense of safety and security in public and private spaces.

### Issue 10: Chapter 11P Car Parking Standards for Shared Living Accommodation

The PDP Chapter 11P.1 car parking standards for residential activities apply the same car parking standards to 'Shared and Group Accommodation' and 'Boarding Houses' as it does to any other residential activity; however, these activities can have very different parking needs. Car parking provisions for 'Supported Living Accommodation' currently appear in two conflicting rules. These issues in the plan leave us at risk of under-provision of parking for these types of accommodation.

These are types of accommodation that typically involve greater numbers of residents than standard residential dwellings. Applying the residential dwelling parking standard could result in insufficient on-site car parking in some situations. This could give rise to overflow kerbside parking and cause congestion or safety issues on public roads.

### Issue 11: Rural Zones: Retail Not Ancillary to Primary Production Activities

The permitted activity status for retailing activities generally throughout the Rural Zones results from an oversight, in assuming that the operative District Plan definition of *commercial activity* had been carried over into the PDP. The operative District Plan definition of *commercial activity* included (rather than excluded) retail activities. However, the PDP definition of *commercial activity* excludes, rather than includes, retail activities. PDP Rule 7A.5.7 lists *commercial activities* as non-complying activities in the Rural Zones (as the operative District Plan had done). However, because the definition of *commercial activity* explicitly excludes retail activities, these are not controlled by rule 7A.5.7 and default to permitted activities under the rule cascade of the PDP. This was not the intended outcome for the Rural Zones and conflicts directly with the RPS and with several PDP objectives and policies that seek to:

- (a) manage retail activities within a defined hierarchy of business centres; and
- (b) discourage the establishment of out-of-centre retail activities that could erode the vitality and function of the defined commercial centres; and
- (c) ensure that rural land is available for rural production activities and activities ancillary to rural production.

In particular:

- Objective 2.3 seeks to maintain a consolidated urban form within existing urban areas, with a limited number of identified growth areas (and not anticipating sporadic retail development in the rural zones);
- Objective 2.6 seeks to sustain the productive potential of the rural environment, primarily, for primary production activities and activities ancillary to primary production;
- Objective 2.11 seeks to maintain and enhance the unique character and amenity values of the various environments in the District and highlights the importance of vibrant, lively town centres. Objective 2.11 also notes the presence of primary production activities as an element of the character of the rural area;

- Objective 2.15 directly addresses economic vitality and reinforces the importance of compact urban form and encourages commercial consolidation within the District Centres;
- Objective 2.16 articulates the centres based approach and seeks vibrant and economically sustainable centres that function as key employment and economic nodes and as a focus for social and community life;
- District-wide Policy DW8 clearly states the intention that business activities will be managed to enable consolidated, efficient and integrated business areas within identified urban zones (not rural zones);
- District-wide Policy DW8 is strongly directive and requires that retail activities located outside the identified District Centre Zones are to be avoided and states the reasons why;
- The introduction to Chapter 6 (Working Zones) explains the centres hierarchy;
- Working Zones Policy 6.1 directs that business activities will be managed to consolidate activities in centres and in other Working Zones (rather than in Rural Zones);
- Working Zones Policy 6.2 details the role and function of the centres in the 'Centres Hierarchy'
- The introduction to Chapter 7 (Rural Zones) explains that the provisions for all Rural Zones reflect the predominance of primary production activities;
- Rural Zones Policies 7.1 and 7.2 emphasise that primary production activities will be provided for as the principal use in the Rural Zones;
- Rural Zones Policy 7.8 clearly discourages urban development of land in the core Rural Zones, including where it would compromise the District's ability to maintain a consolidated urban form in existing urban areas or adversely affect the vitality of the District's Centre Zones.

## **APPENDIX 2: PROPOSED VARIATIONS 4(A-H) AMENDMENTS**

### 8.3 LOCAL GOVERNMENT FUNDING AGENCY AMENDMENT TO BORROWING PROGRAMME

**Author:** Ian Clements, Finance Team

**Authoriser:** Mark de Haast, Group Manager Corporate Services

#### PURPOSE OF REPORT

- 1 This report seeks Council approval to execute amendments to documentation for the borrowing programme that local authorities, including this Council, have with the Local Government Funding Agency.

#### DELEGATION

- 2 The Council has the delegation to make this decision.

#### BACKGROUND

- 3 On 28 June 2012 the Council approved the participation by Kāpiti Coast District Council in the Local Government Funding Agency (LGFA) Scheme as a Principal shareholding Local Authority.
- 4 The primary objective of the LGFA is to optimise the debt funding terms and conditions for participating local authorities. This includes providing savings in annual interest costs, making longer-term borrowings available and enhancing the certainty of access to debt markets.
- 5 As a shareholder in the LGFA, the Council is a party to a number of agreements with the LGFA. The LGFA is amending its borrowing programme which will require it to amend some of the agreements that it has with participating councils, specifically:
  - Multi-Issuer Deed;
  - Guarantee and Indemnity; and
  - Notes Subscription Agreement.
- 6 Over the last 18 months, the LGFA has signalled the following proposed changes and has consulted with participating councils on its proposals:
  - to allow a local authority to apply to the LGFA to be tested at the group level rather than at the parent level for compliance with LGFA covenants; and
  - to enable approved council-controlled organisations (CCOs) to borrow directly through the LGFA borrowing programme (on the basis of a guarantee from and/or sufficient uncalled share capital issued to the parent local authority).
- 7 Both these changes have been clearly communicated to participating councils, and both these changes were presented to and supported by the Council at two separate meetings held in November 2018 and December 2019.
- 8 These changes, and the implications for the Council, are discussed in more detail in the Issues and Options section of the report.

#### ISSUES AND OPTIONS

##### Measurement of council compliance with LGFA covenants at a group level

- 9 Currently the LGFA tests each council borrower's compliance with either the Foundation Policy or Lending Policy covenants at the parent council level, that is, it excludes any debt, revenue or interest payments made by a subsidiary entity from the calculations.

- 10 This might not reflect the most accurate representation of a council's financial position if the parent council delivers some of its services or activities or holds assets through a subsidiary entity, for example, Auckland Council delivers a large amount of services through Watercare and Auckland Transport.
- 11 It is proposed that a council can apply to the LGFA Board to be tested at the group level rather than at the parent level for compliance with LGFA covenants.
- 12 At this stage, the LGFA only expects Auckland Council to request that their covenants be calculated at the group level and this would be consistent with how they are analysed by their credit rating agencies.
- 13 The Council has no Council Controlled Organisations (CCO) that trigger the requirement to prepare consolidated financial statements. Accordingly, the Council's covenants will continue to be tested at the parent level.
- 14 There is no increased risk to the LGFA arising from testing councils' compliance at the group level. Regardless of being measured at the parent council or group level, all councils must remain compliant with the LGFA covenants and the LGFA has recourse over rates revenue as security.
- 15 The LGFA does not feel that credit rating agencies or investors would be concerned with these changes. Again, this is because all councils must remain compliant with the LGFA covenants and the underlying security remains unchanged.
- 16 The proposed changes will not make it easier for councils to borrow more or to avoid a covenant breach. This is because the Board approves testing of a council at the group or parent level. The Board will consider whether a move to testing at the group level will weaken the credit profile of a given council before deciding on the change. Regardless of the basis for measurement, the LGFA Board expects all council borrowers to maintain sufficient headroom under the LGFA covenants.

#### **Direct Lending to CCOs**

- 17 Currently the LGFA only lends to the parent council and not to any other related entities. This is not ideal as several councils borrow funds directly and then on-lend to their CCOs. The LGFA cannot currently lend to multiple owned CCOs. While there are currently very few of these entities which have borrowings, they may be established in the future.
- 18 Dunedin City Council (DCC) borrows via its Council Controlled Trading Organisation subsidiary company, Dunedin City Treasury Limited. This is one reason why DCC cannot become a member of LGFA.
- 19 For direct CCO lending to occur, the parent council (or group of shareholding councils) of the CCO must each be a guarantor of the loan in favour of the LGFA. Furthermore, the LGFA will only lend to a CCO if there is uncalled share capital from the parent council that is at least equal to the financial obligations of the CCO, or there is a guarantee from the parent council in respect of the CCO.
- 20 The LGFA will undertake credit analysis on the CCO as well the parent council, and the CCO would be subject to the LGFA Board's approval before borrowing. The combination of these protocols will ensure that the LGFA does not bear any additional risk than is incurred with lending to a parent council.

#### **Increasing the amount of borrowers notes**

- 21 The LGFA has recently decided to increase the percentage of Borrower Notes required to be subscribed for when a council borrows from it, from 1.6% to 2.5%. Borrower Notes are subordinated convertible debt instruments which each council that borrows from the LGFA must subscribe for and under normal circumstances these Borrower Notes are redeemed at the maturity of the associated debt.

- 22 While the LGFA is in a strong financial position and doesn't need additional capital right now, increasing the Borrower Notes percentage will help to maintain the support of investors and credit rating agencies so that the LGFA can deliver savings to councils over the long term and provide access to markets that might otherwise be closed.
- 23 For the Council, this equates to an additional \$9,000 for every \$1 million that it borrows from the LGFA.

**Minor technical improvements**

- 24 The LGFA has taken this opportunity to make certain other minor technical improvements to the borrowing programme, including to facilitate the provision of committed standby borrowing facilities.
- 25 In order for the changes above to become operative, all participating councils must approve the changes. It is the LGFA's intention for these changes to take place as soon as possible after all the necessary executed documents have been received.

**Increase in base on-lending rate**

- 26 A further change, as a direct consequence of Covid-19, is an increase in the LGFA's base on-lending margin to council borrowers from 10 bps (0.10%) to 20 bps (0.20%). This increase is not expected to have a significant impact on borrowers due to the low outright levels of interest rates. It should be noted that the LGFA's on-lending margins are the tightest amongst its global peer group.
- 27 For the Council, this equates to an additional \$1,000 for every \$1 million that it borrows from the LGFA. This change has already taken effect, as it did not require participating councils to approve an amendment to the borrowing programme documentation.

**CONSIDERATIONS****Policy considerations**

- 28 The proposed changes will not impact any existing Council policies.

**Legal considerations**

- 29 The borrowing programme agreements to be amended are:
- Multi-Issuer Deed;
  - Guarantee and Indemnity; and
  - Notes Subscription Agreement.
- 30 In order to amend these documents, a Deed of Amendment and Restatement in respect of each such document will need to be entered into by all the parties to the documents. The Deeds of Amendment have been reviewed and approved by the LGFA (with the assistance of the LGFA's legal counsel) and by the LGFA Shareholders' Council (with the assistance of Simpson Grierson).
- 31 As the amendments need to be effected by deeds, execution by two elected representatives – the Mayor, and the Chair of the Strategy and Operations Committee - will be required for each Deed of Amendment.
- 32 The Chief Executive will be required to sign a s118 certificate to confirm that the Council has complied with the Local Government Act 2002.

**Financial considerations**

- 33 The financial impacts to the Council, an additional \$10,000 in costs for each \$1 million borrowed is expected to be largely offset by the low interest rates. Furthermore, it continues to be the case that the Council would be very unlikely to find comparable borrowing costs from an alternative provider.



**Tāngata whenua considerations**

- 34 There are no issues requiring specific consideration by Tāngata whenua.

**Strategic considerations**

- 35 The prudent use of the LGFA for all the Council's borrowing requirements contributes to the key 10-year outcome of improved financial position against financial constraints by allowing the Council to achieve lower interest rate costs.

**SIGNIFICANCE AND ENGAGEMENT****Significance policy**

- 36 This matter has a low level of significance under the Council's Significance and Engagement Policy.

**Consultation already undertaken**

- 37 No consultation has been undertaken in the development of this report.

**Engagement planning**

- 38 An engagement plan is not needed for this report to be considered.

**Publicity**

- 39 There are no publicity considerations.

**RECOMMENDATIONS**

- 40 That the Council receives the report on the proposed amendments to the Local Government Funding Agency's borrowing programme documentation, including the amended and restated documents attached as Appendices 1, 2 and 3 to the report.
- 41 That the Council delegates the Mayor, and the Chair of the Strategy and Operations Committee to execute the following deeds:
- 41.1 Amendment and Restatement Deed (Multi-Issuer Deed)
  - 41.2 Amendment and Restatement Deed (Guarantee and Indemnity)
  - 41.3 Amendment and Restatement Deed (Notes Subscription Agreement)
- 42 That the Council delegates the Chief Executive to execute the Chief Executive Certificate and such other documents and take such other steps on behalf of Council as the Chief Executive considers necessary to execute the Amendment and Restatement Deeds given above.

**APPENDICES**

1. Amended and Restated Multi Issuer Deed [!\[\]\(cc0da69b57cc8625c10a850ea917e99a\_img.jpg\) !\[\]\(f2ca2c3f080f0b2f60d381d33dfc58d9\_img.jpg\)](#)
2. Amended and Restated Guarantee and Indemnity [!\[\]\(ec311ba19a628a47724772b6afe2fe46\_img.jpg\) !\[\]\(f676fdde49b2874a9a4e8e15bffb5c46\_img.jpg\)](#)
3. Amended and Restated Notes Subscription Agreement [!\[\]\(3b1e284a91b2342286c0b5d0df3a3e70\_img.jpg\) !\[\]\(b44de43d1cc106fea1f09d99c6efc374\_img.jpg\)](#)

**APPENDIX 1**

**Amended and Restated Multi-issuer Deed**

**(please note this is not the full Amendment and Restatement Deed -  
this can be provided on request)**

Russell  
McAugh

## Multi-issuer Deed

---

### **PARTIES**

The Local Authorities Listed in Schedule 1

**Principal Shareholders**

New Zealand Local Government Funding Agency Limited

**Subscriber**

3756985 v11

Russell  
McLeagh

## CONTENTS

1. INTERPRETATION .....	1
2. ACCESSION OF LOCAL AUTHORITY AS AN ISSUER .....	11
2A. ACCESSION OF CCO AS AN ISSUER .....	13
3. OFFERS AND SALES OF SECURITIES .....	15
4. ISSUANCE PROCESS .....	16
5. ISSUE AND CREATION .....	20
6. REPRESENTATIONS AND WARRANTIES .....	20
7. UNDERTAKINGS .....	26
8. PAYMENT FOR EC SECURITIES .....	40
9. REBATES .....	41
10. ISSUER INDEMNITY .....	41
11. NOTICES .....	42
12. AMENDMENTS .....	43
13. MISCELLANEOUS .....	43
14. GOVERNING LAW .....	44
15. NO CROWN GUARANTEE .....	44
SCHEDULE 1 .....	46
Principal Shareholders .....	46
SCHEDULE 2 .....	53
Conditions .....	53
SCHEDULE .....	77
Meeting of Holders .....	77
SCHEDULE 3 .....	87
Form of Final Terms for EC Securities .....	87
SCHEDULE 4 .....	89
Form of Accession Deed .....	89
SCHEDULE 5 .....	95
Form of Term Sheet .....	95
SCHEDULE 6 .....	100
Form of Notice of Commitment for EC Securities .....	100
SCHEDULE 7 .....	101
Form of Compliance Certificate .....	101
APPENDIX A TO COMPLIANCE CERTIFICATE .....	102

**DEED** dated 7 December 2011 (as amended and restated by the deed to which this deed is attached as an appendix)

## **PARTIES**

The Local Authorities Listed in Schedule 1

("Principal Shareholders")

New Zealand Local Government Funding Agency Limited

("Subscriber")

## **INTRODUCTION**

- A. The Principal Shareholders and the Subscriber wish to record the arrangements agreed between them in relation to the issue of Securities to the Subscriber from time to time by the Principal Shareholders, and other Local Authorities or CCOs that may accede to this deed, as Issuers.
- B. This deed records those arrangements.
- C. None of the obligations under this deed of the Subscriber nor any Issuer that is a Local Authority are guaranteed by the Crown.

## **COVENANTS**

### **1. INTERPRETATION**

- 1.1 **Definitions:** In this deed, unless the context otherwise requires:

"**Accession Deed**" means a deed in the form, or substantially in the form, of schedule 4.

"**Agency Agreement**" means, in relation to an Issuer, the issue and paying agency agreement between the Issuer and an agent or agents in relation to the issue of Securities by the Issuer.

"**Annual Rates Income**" means, in relation to an Issuer that is a Local Authority and for a financial year, an amount equal to the total revenue from any funding mechanism authorised by the Local Government (Rating) Act 2002 together with any revenue received by that Issuer from other Local Authorities for services provided by that Issuer for which those other Local Authorities rate and in each case as shown in the Financial Statements of that Issuer

for that financial year, provided that if such Financial Statements are with respect to a period of less than 12 months, then such amount shall be annualised (so as to reflect a period of 12 months), and the annualised amount shall be the Annual Rates Income.

**"Authorised Signatory"** means, in relation to an Issuer, a person nominated as the Issuer's authorised signatory for the purposes of this deed and notified as such to the Subscriber from time to time.

**"Available Financial Accommodation"** means, in relation to an Issuer on any Test Date, the aggregate as at that date of:

- (a) External Indebtedness;
- (b) committed but undrawn financial accommodation that is available to the Issuer, to the extent there is no legal, contractual or other restriction on the Issuer's ability to draw upon that financial accommodation; and
- (c) Liquid Investments of the Issuer (and not its Consolidated Group).

**"Borrowed Money Indebtedness"** means any indebtedness of the Subscriber to a person (other than indebtedness owed to an Issuer in respect of Borrower Notes) in respect of money borrowed or raised or any other financial accommodation whatsoever in the nature of, or having a similar economic effect to, borrowing or raising money, including indebtedness under or in respect of a negotiable or other financial instrument, guarantee, interest or currency exchange hedge or other arrangement of any kind (calculated on a net and marked to market basis).

**"Borrower Notes"** has the meaning given to it in the Notes Subscription Agreement.

**"Cash"** means, in relation to an Issuer:

- (a) any credit balance on any deposit, savings, current or other account with a registered bank which has outstanding debt securities rated as referred to in paragraph (c) of the definition of "Liquid Investments" and which is freely withdrawable on demand by the Issuer;
- (b) any credit balance of any term deposit with a maturity of less than 180 days with a registered bank which has outstanding debt securities rated as referred to in paragraph (c) of the definition of "Liquid Investments"; and
- (c) any cash in hand.

**"CCO Credit Support"** means, in relation to a CCO Issuer, any combination of the following:

- (a) a CCO Security;
- (b) a CCO Negative Pledge and Covenant;
- (c) a CCO Guarantee;
- (d) where a LA Shareholder provides a CCO Guarantee, the Security Stock issued by the LA Shareholder in respect of its obligations under the CCO Guarantee; and/or
- (e) any other security arrangements,

as specified in the relevant Accession Deed or as otherwise subsequently specified (in writing) by the Subscriber.

**"CCO Negative Pledge and Covenant"** means the undertakings given by a CCO Issuer in favour of the Subscriber and the Holder and, set out in the relevant Accession Deed, relating to:

- (a) for so long as any Series issued by the Issuer is outstanding, the restrictions on the creation or subsistence of any security interest over the whole or any part of its assets, other than a permitted security interest (as specified in the relevant Accession Deed);
- (b) for so long as any Series issued by the Issuer is outstanding, the amount of its indebtedness relative to the aggregate amount uncalled and unpaid in respect of equity securities in the Issuer owned legally and beneficially by the CCO Shareholders; and
- (c) if applicable, calling up and/or demanding payment of, the whole or part (as specified in the request from the Subscriber or Holder) of the amount uncalled and/or unpaid in respect of the equity securities referred to in paragraph (b) on written request from the Subscriber or a Holder, provided that such request may only be made following the occurrence of an Event of Default that is continuing.

**"CCO Support Document"** means, in relation to a CCO Issuer, any document in relation to CCO Credit Support, as specified in the relevant Accession Deed.

**"Compliance Certificate"** means:

- (a) in the case of an Issuer that is a Local Authority, a certificate in the form, or substantially in the form, set out in schedule 7; and
- (b) in the case of a CCO Issuer, a certificate in the form specified by the Subscriber for that Issuer.



**"Conditions"** means the terms and conditions contained in schedule 2.

**"Confirmation Email"** means, in relation to an Issuer and Securities, an email (or other communication which is satisfactory to the Subscriber) from the Issuer to the Subscriber confirming that the Issuer is offering to issue a Series or Tranche of Securities on the terms set out in the applicable Indicative Terms Email. The Confirmation Email must specify:

- (a) the Principal Amount and Maturity Date of the Securities the Issuer is offering to issue; and
- (b) whether the Securities it is offering to issue are Fixed Rate Securities, Floating Rate Securities, Amortising Securities, Zero Coupon Securities or any other type of Security set out in the Indicative Terms Email.

**"Consolidated Group"** means, in relation to an Issuer, the group of persons (including the Issuer) against which the financial covenants in clause 7.5(a) may be tested (as required in accordance with clause 7.5(a)), such group must be agreed in writing by the Subscriber and that Issuer.

**"Demand"** has the meaning given in the Guarantee.

**"Disclosure Information"** has the meaning given to it in clause 7.4(a)(i).

**"Distribution"** means:

- (a) any dividend, charge, fee, payment, other distribution (whether cash or assets), redemption, repurchase, defeasance, retirement or repayment on or in respect of any equity securities or ownership interest of a CCO Issuer;
- (b) any interest payment, any repayment or prepayment of any amount of principal or any other payment in respect of any liability of a CCO Issuer to a CCO Shareholder; and

without limiting the above, a "distribution" as defined in the Companies Act.

**"EC Securities"** means Securities the proceeds of which are to be applied by the relevant Issuer in paying the Exercise Price for Commitment Shares to be subscribed by the Issuer on the Issue Date.

**"Equity Commitment Deed"** means the deed dated on or about the date of this deed between various Local Authorities and the Subscriber entitled "Equity Commitment Deed".

**"Event of Review"** means, in relation to:

- (a) an Issuer that is a Local Authority, a breach of any of the financial covenants in clause 7.5; and
- (b) a CCO Issuer, a breach of any of the financial covenants in the Accession Deed.

**"External Indebtedness"** means, in relation to an Issuer on any Test Date, the aggregate amount of indebtedness of the Issuer to any person in respect of money borrowed or raised or any other financial accommodation whatsoever in the nature of, or having a similar economic effect to, borrowing or raising money, including indebtedness under or in respect of a negotiable or other financial instrument, as shown in the Financial Statements of the Issuer for the financial year ending on that Test Date, but excluding:

- (a) indebtedness that is classed as "internal indebtedness" of the Issuer in the Issuer's Financial Statements for the financial year ending on that Test Date;
- (b) indebtedness that is classified as a contingent liability of the Issuer in the Issuer's Financial Statements for the financial year ending on that Test Date; and
- (c) any indebtedness of the Issuer which is an unrealised loss on hedging instruments as shown in the Issuer's Financial Statements for the financial year ending on that Test Date.

**"Financial Statements"** means:

- (a) in relation to a CCO Issuer, the audited financial statements the Issuer is required to produce pursuant to sections 67 to 69 of the Act; and
- (b) in relation to an Issuer that is a Local Authority, the audited financial statements the Issuer is required to produce pursuant to sections 98 and 99 of the Act.

**"Final Terms"** means:

- (a) in relation to a Series or Tranche of EC Securities, final terms in the form, or substantially in the form, of schedule 3; and
- (b) in relation to a Series or Tranche of any other Securities, a term sheet in the form, or substantially in the form, of schedule 5.

**"Further Principal Debt Release Request"** has the meaning given to it in the Guarantee.

**"GAAP"** means "generally accepted accounting practice" as defined in the Act.

**"Guarantee"** means the deed of guarantee and indemnity made by various Local Authorities in respect of the indebtedness of the Subscriber.

**"Guarantor"** means a guarantor under the Guarantee.

**"Indicative Terms Email"** means an email from the Subscriber to an Issuer setting out the indicative terms of Securities (other than pricing) that the Issuer may offer to issue to the Subscriber.

**"Insolvency Event"** means, in relation to a CCO Issuer or CCO Shareholder, any "Insolvency Event" specified in the relevant Accession Deed in relation to such person.

**"Issuer"** means a Local Authority set out in schedule 1 or any other Local Authority or CCO which is or becomes an Issuer in accordance with clauses 2.4 or 2A.4 (including a Local Authority that becomes an Issuer because it is a LA Shareholder (if applicable)).

**"Liquid Investments"** means, in relation to an Issuer on any Test Date:

- (a) Cash;
- (b) securities issued or fully guaranteed or fully insured by the New Zealand Government;
- (c) commercial paper or other debt securities which have a long-term rating of at least A- or a short-term rating of at least A-1 by Standard & Poor's Rating Group or an equivalent rating from either Moody's Investors Service Inc. or Fitch Ratings Limited (or their respective related companies); and
- (d) certificates of deposit of any registered bank which has outstanding debt securities rated as referred to in paragraph (c) above,

in each case legally and beneficially held by the Issuer and/or the Consolidated Group (as required in accordance with clause 7.5(a)), not subject to any security interest, and denominated and payable in NZ Dollars and as shown in the Financial Statements of the Issuer for the financial year ending on that Test Date.

**"Maximum Additional Spread"** means:

- (a) in relation to an issue of Floating Rate Securities which are not EC Securities, the maximum additional spread (expressed as a percentage (p.a.)) the Subscriber will (on the date the Final Terms are delivered pursuant to clause 4.1(a)(iii)) add to its own issuance margin in order to determine the Margin for the relevant Tranche or Series;
- (b) in relation to an issue of Fixed Rate Securities, the maximum additional spread (expressed as a percentage (p.a.)) the Subscriber will (on the date the Final Terms

are delivered pursuant to clause 4.1(a)(iii)) add to its own issuance margin in order to determine the "margin" component of the Interest Rate for the relevant Tranche or Series; and

- (c) in relation to an issue of Zero Coupon Securities, the maximum additional spread (expressed as a percentage (p.a.)) the Subscriber will (on the date the Final Terms are delivered pursuant to clause 4.1(a)(iii)) add to its own issuance margin in order to determine the annual yield for the relevant Tranche or Series,

in each case calculated in accordance with the methodology notified by the Subscriber to the Issuer on or prior to the date of the Indicative Terms Email which relates to that issue of Securities. In this definition, "**issuance margin**" has the meaning given to it in clause 4.6.

**"Net Debt"** means, in relation to an Issuer and any Test Date, the aggregate of all financing liabilities of the Issuer and/or the Consolidated Group (as required in accordance with clause 7.5(a)) as at that Test Date as shown in the Financial Statements of the Issuer for the financial year ending on that Test Date less Liquid Investments as at that Test Date.

**"Net Interest"** means, in relation to an Issuer for a financial year, an amount equal to all interest and financing costs incurred by the Issuer and/or the Consolidated Group (as required in accordance with clause 7.5(a)) for that financial year as shown in Financial Statements of the Issuer less:

- (a) interest income of the Issuer and/or the Consolidated Group (as required in accordance with clause 7.5(a)) for that financial year as shown in Financial Statements of the Issuer for that financial year; and
- (b) any interest paid by the Issuer during that financial year as shown in the Financial Statements of the Issuer for that financial year on EC Securities held by the Subscriber.

**"Notes Subscription Agreement"** means the agreement dated on or about the date of this deed between the Subscriber and various Local Authorities entitled "Notes Subscription Agreement".

**"Notice of Commitment"** means:

- (a) in relation to a Series or Tranche of EC Securities, a notice in the form, or substantially in the form, of schedule 6; and
- (b) in relation to a Series or Tranche of any other Securities, a Confirmation Email.

**"Offering Document"** means, on any date, each prospectus, investment statement, product disclosure statement, information memorandum or other offer document (howsoever described) prepared by, or on behalf and with the approval of, the Subscriber under which the Subscriber is offering or is able to offer debt instruments.

**"Policies"** has the meaning given to it in the Shareholders' Agreement.

**"Potential Event of Default"** means any event which, with the passing of time, or the giving of notice, or both, would constitute an Event of Default.

**"Redemption Notice"** has the meaning given to it in clause 7.6, 7.7, 7.8 or 7.9, as applicable.

**"Security Trustee"** has the meaning given in the Guarantee.

**"Shareholders' Agreement"** means the agreement dated on or about the date of this deed between the Principal Shareholders in relation to the Subscriber entitled "Shareholders' Agreement".

**"Shareholder Transaction Documents"** means, in relation to an Issuer that is a LA Shareholder:

- (a) the Guarantee;
- (b) the Equity Commitment Deed;
- (c) the accession deeds (if applicable) executed by the Issuer for the purposes of the Guarantee and the Equity Commitment Deed;
- (d) each Security Stock Certificate issued by it in respect of its obligations in respect of the Guarantee and the Equity Commitment Deed;
- (e) this deed, solely in its capacity as a LA Shareholder; and
- (f) each CCO Support Document.

**"Test Date"** means 30 June of each year or, in the case of a CCO Issuer, the date specified in the relevant Accession Deed.

**"Total Revenue"** means, in relation to an Issuer that is a Local Authority and for a financial year, the total cash operating revenue of the Issuer and/or the Consolidated Group (as required in accordance with clause 7.5(a)) for that financial year as shown in Financial Statements of the Issuer for that financial year including cash earnings from rates, Government grants and subsidiaries, user charges, interest, dividends and financial and

other revenue but not including non-Government capital contributions (such as developer contributions and vested assets).

**"Transaction Documents"** means:

- (a) in relation to an Issuer that is a Local Authority:
  - (i) this deed;
  - (ii) the Notes Subscription Agreement;
  - (iii) each Security Stock Certificate issued by it in respect of its obligations in respect of the Securities and under this deed and each of the Guarantee (if applicable), and the Equity Commitment Deed (if applicable);
  - (iv) if the Issuer is a Guarantor, or is required by the Subscriber in accordance with this deed, the Policies and/or required by the Shareholders' Agreement to become a Guarantor, each of the Guarantee and Equity Commitment Deed;
  - (v) the Accession Deed (if applicable);
  - (vi) any accession deed executed by the Issuer for the purposes of the Notes Subscription Agreement, the Guarantee (if applicable) and/or the Equity Commitment Deed (if applicable); and
  - (vii) any other document agreed by the Subscriber and the Issuer to be a Transaction Document; and
- (b) in relation to a CCO Issuer:
  - (i) this deed;
  - (ii) the Notes Subscription Agreement;
  - (iii) the Guarantee;
  - (iv) the Equity Commitment Deed;
  - (v) each Security Stock Certificate issued by a LA Shareholder in respect of its obligations in respect of each of the Guarantee, the Equity Commitment Deed and any CCO Support Document;
  - (vi) the Accession Deed;

- (vii) any accession deed executed by the CCO Issuer for the purposes of the Notes Subscription Agreement (if applicable);
- (viii) accession deeds (if applicable) to Guarantee and Equity Commitment Deed;
- (ix) each CCO Support Document; and
- (x) any other document agreed by the Subscriber and the CCO Issuer to be a Transaction Document.

"**Verified Statements**" has the meaning given to it in clause 7.4(a)(ii).

1.2 **Conditions:** Words and expressions defined in the Conditions and used in this deed shall have the same meanings in this deed, unless the context requires otherwise.

1.3 **Equity Commitment Deed:** Except to the extent the context requires otherwise, "Commitment Shares", "Exercise Notice", "Exercise Price" and "Settlement Date" have the meanings given to them in the Equity Commitment Deed.

1.4 **References:** Except to the extent that the context otherwise requires, any reference in this deed to:

an "**authorisation**" includes:

- (a) any consent, authorisation, registration, filing, agreement, notarisation, certificate, permission, licence, approval, authority or exemption from, by or with a governmental agency; or
- (b) in relation to anything which will be proscribed or restricted in whole or part by law if a governmental agency intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of such period without such intervention or action.

a "**clause**" or "**schedule**" is a reference to a clause of, or schedule to, this deed.

something having a "**material adverse effect**" on a person is a reference to it having a material adverse effect on the financial condition or operations of that person which materially adversely affects the ability of that person to perform or comply with its obligations under any Transaction Document or any Security.

something being "**remedied**" means it is remedied to the satisfaction of the Subscriber.

1.5 **Miscellaneous:**



- (a) The introduction to and headings in this deed are inserted for convenience only and shall be ignored in construing this deed.
- (b) Unless the context otherwise requires words denoting only the singular number shall include the plural and vice versa and words denoting any gender shall include all genders.
- (c) References to any legislation or to any provision of any legislation are deemed to be references to that legislation or provision as from time to time amended, re-enacted or substituted and, unless the context otherwise requires, shall also include any statutory instruments issued under any such legislation or provision.
- (d) References to any document (however described) shall include references to such document as modified, novated, supplemented, varied or replaced from time to time.
- (e) References to any party to this deed or any other document shall include its successors or permitted assigns.
- (f) References to a time of day are references to New Zealand time unless otherwise stated.
- (g) Anything which may be done at any time may also be done from time to time.

## **2. ACCESSION OF LOCAL AUTHORITY AS AN ISSUER**

- 2.1 **Local Authority to sign Accession Deed:** Subject to clause 2.2, a Local Authority which is not a Principal Shareholder may become an Issuer under this deed by completing and signing an Accession Deed and delivering it to the Subscriber.
- 2.2 **Conditions precedent to accession and issue of Securities:** A Local Authority shall not be entitled to sign and deliver an Accession Deed or to issue Securities under this deed unless and until the following conditions have been, to the satisfaction of the Subscriber, met:
  - (a) the Local Authority is a party to or has acceded to the Notes Subscription Agreement;
  - (b) if required by the Subscriber in accordance with the Policies and/or required by the Shareholders' Agreement, the Local Authority has become a Guarantor and is a party to or has acceded to the Equity Commitment Deed;

- (c) the Subscriber has confirmed that the Agency Agreement to be used by the Local Authority in relation to the Securities issued by it pursuant to this deed, and the identity of the paying agent, calculation agent and registrar appointed pursuant to that agreement, are acceptable to it;
- (d) the Local Authority has delivered to the Subscriber a certificate of compliance for the purposes of section 118 of the Act in relation to its entry into this deed, the Accession Deed (if applicable), the Notes Subscription Agreement, the Agency Agreement, the Guarantee (if applicable), the Equity Commitment Deed (if applicable) and the Security Stock Certificates and Security Stock issued in respect of this deed, the Guarantee (if applicable) and the Equity Commitment Deed (if applicable);
- (e) evidence that all necessary regulatory and statutory authorisations, consents, approvals and licences in relation to its entry into this deed, the Accession Deed (if applicable), the Notes Subscription Agreement, the issuance of the Security Stock Certificates and Security Stock issued in respect of this deed and the Securities (if applicable) and the issuance of the Securities from time to time (if applicable) have been obtained and are current and satisfactory;
- (f) the Subscriber has received a first ranking Security Stock Certificate evidencing that the Issuer's obligations under this deed are secured pursuant to the Debenture Trust Deed;
- (g) any additional eligibility criteria required by the Subscriber in accordance with the Policies have been satisfied;
- (h) in respect of the first issuance by an Issuer, it has notified the Subscriber of the amount of its Annual Rates Income for its immediately preceding financial year and a breakdown of the components included in its calculation of that amount, provided that this clause 2.2(h) shall not apply where an Issuer has previously delivered Financial Statements to the Subscriber in accordance with clause 7.3 which comply with clause 7.5(c);
- (i) the Subscriber has received a legal opinion from counsel acceptable to the Subscriber and in a form acceptable to the Subscriber relating to the Issuer's entry into this deed, the Accession Deed (if applicable), the Notes Subscription Agreement, the Guarantee (if applicable) and the Equity Commitment Deed (if applicable) and the issuance of the first ranking Security Stock and the first ranking Security Stock Certificate described at clause 2.2(f); and

- (j) any additional conditions specified by the Subscriber in the Accession Deed or separately notified in writing to the Issuer have been satisfied.

2.3 **Subscriber to countersign Accession Deed:** Subject to clause 2.2, on receipt of the document described in clause 2.1 in form and substance satisfactory to the Subscriber, the Subscriber shall:

- (a) countersign the counterpart of the Accession Deed;
- (b) enter the Accession Deed in a register kept by it (which shall be conclusive); and
- (c) retain one counterpart and deliver the other to the relevant Local Authority.

2.4 **Accession effective:** On an Accession Deed being countersigned by the Subscriber in accordance with clause 2.3, the Local Authority shall be bound by this deed as if it were a party hereto and named herein as an Issuer.

## 2A. ACCESSION OF CCO AS AN ISSUER

2A.1 **CCO to sign Accession Deed:** Subject to clause 2A.2, a CCO may become an Issuer under this deed by:

- (a) completing and signing; and
- (b) procuring each CCO Shareholder to sign,

an Accession Deed (in form and substance satisfactory to the Subscriber) and delivering it to the Subscriber.

2A.2 **Conditions precedent to accession and issue of Securities:** A CCO shall not be entitled to sign and deliver an Accession Deed or to issue Securities under this deed unless and until the following conditions have been, to the satisfaction of the Subscriber, met:

- (a) the CCO has acceded to the Notes Subscription Agreement;
- (b) each LA Shareholder is a party to or has acceded to this deed as an Issuer (in the manner contemplated by clauses 2.2 to 2.4 of this deed) and the Notes Subscription Agreement as a subscriber;
- (c) each LA Shareholder is or has become a Guarantor and is a party to or has acceded to the Equity Commitment Deed as a guarantor;
- (d) the Subscriber has confirmed that the Agency Agreement to be used by the CCO in relation to the Securities issued by it pursuant to this deed, and the identity of the

- paying agent, calculation agent and registrar appointed pursuant to that agreement, are acceptable to it;
- (e) the CCO has delivered to the Subscriber a director's certificate in relation to its entry into this deed, the Accession Deed, the Notes Subscription Agreement, the Agency Agreement, the CCO Credit Support and the CCO Support Documents;
  - (f) evidence that all necessary regulatory and statutory authorisations, consents, approvals and licences in relation to the CCO's entry into this deed, the Accession Deed, the Notes Subscription Agreement, the Agency Agreement, the CCO Credit Support and the CCO Support Documents and the issuance of Securities from time to time (if applicable) have been obtained and are current and satisfactory;
  - (g) each CCO Shareholder has delivered to the Subscriber a director's certificate, or in the case of a LA Shareholder, a certificate of compliance for the purposes of section 118 of the Act, in relation to its entry into the Accession Deed, the CCO Credit Support and the CCO Support Documents;
  - (h) in the case of a LA Shareholder, evidence that all necessary regulatory and statutory authorisations, consents, approvals and licences in relation to its entry into the CCO Credit Support and the CCO Support Documents have been obtained and are current and satisfactory;
  - (i) any additional eligibility criteria required by the Subscriber in accordance with the Policies have been satisfied;
  - (j) in respect of the first issuance by an Issuer, each LA Shareholder has notified the Subscriber of the amount of its Annual Rates Income for its immediately preceding financial year and a breakdown of the components included in its calculation of that amount, provided that this clause 2A.2(j) shall not apply where the LA Shareholder (as an Issuer) has previously delivered Financial Statements to the Subscriber in accordance with clause 7.3 which comply with clause 7.5(c);
  - (k) the Subscriber has received a legal opinion from counsel acceptable to the Subscriber and in a form acceptable to the Subscriber relating to the CCO's entry into this deed, the Accession Deed, the Notes Subscription Agreement, the Agency Agreement, and any CCO Support Document (if applicable);
  - (l) the Subscriber has received both the CCO Support Documents and the benefit of CCO Credit Support, in each case, in a form and substance satisfactory to the Subscriber (in its sole discretion);

- (m) the Subscriber has received a legal opinion from counsel acceptable to the Subscriber and in a form acceptable to the Subscriber relating to each CCO Shareholder's entry into each relevant CCO Support Document (if applicable);
- (n) each LA Shareholder is in compliance with each of the financial covenants in, or referred to in, clause 7.5; and
- (o) any additional conditions specified by the Subscriber in the Accession Deed or separately notified in writing to the Issuer have been satisfied.

**2A.3 Subscriber to countersign Accession Deed:** Subject to clause 2A.2, on receipt of the document described in clause 2A.1 in form and substance satisfactory to the Subscriber, the Subscriber shall:

- (a) countersign the counterpart of the Accession Deed;
- (b) enter the Accession Deed in a register kept by it (which shall be conclusive); and
- (c) retain one counterpart and deliver the other to the relevant CCO.

**2A.4 Accession effective:** On an Accession Deed being countersigned by the Subscriber in accordance with clause 2A.3, the CCO shall be bound by this deed as if it were a party hereto and named herein as an Issuer.

### **3. OFFERS AND SALES OF SECURITIES**

**3.1 Agreement to issue:** Subject to the terms and conditions of this deed, each Issuer may from time to time agree with the Subscriber to issue, and the Subscriber may agree to subscribe for, Securities. If the relevant Issuer and the Subscriber agree on the terms upon which such Securities should be issued and subscribed then the relevant Issuer shall be obliged to issue and the Subscriber shall be obliged to subscribe the relevant Securities issued by the Issuer on the relevant Issue Date, on the basis of, and in reliance upon, the representations, warranties, undertakings and indemnities made or given or provided to be made or given pursuant to the terms of this deed, and otherwise on the terms so agreed.

**3.2 Offer and acceptance:** For the purposes of this deed (without limiting anything else in this deed), the issue of Securities under this deed shall (without more) be taken to be the result of an offer by the relevant Issuer to issue the Securities to the Subscriber, and an acceptance of that offer by the Subscriber.

- 3.3 **Several obligations:** The obligations of each Issuer under this deed are several. No Issuer shall be responsible for the obligations of any other Issuer under this deed. The rights of each Issuer under this deed are several.

#### 4. ISSUANCE PROCESS

##### 4.1 General procedure:

- (a) Except in the case of EC Securities or if the Subscriber and the relevant Issuer otherwise agree, an Issuer may not issue Securities pursuant to this deed unless:
  - (i) at least eight Business Days before the proposed Issue Date (or such later date as the Issuer and the Subscriber may agree), the Subscriber provides an Indicative Terms Email to the Issuer and, in the case of a CCO Issuer, with a copy to each LA Shareholder;
  - (ii) at least six Business Days before the proposed Issue Date (or such later date as the Issuer and the Subscriber may agree), the Issuer provides a Notice of Commitment to the Subscriber; and
  - (iii) at least three Business Days before the proposed Issue Date (or such later date as the Issuer and the Subscriber may agree), the Subscriber has agreed to subscribe for the Securities by signing and delivering the Final Terms for the Securities to the Issuer.
- (b) The Issuer shall counter-sign and deliver to the Subscriber a copy of the Final Terms no later than the proposed Issue Date, but failure to do so shall not affect the Issuer's obligation to issue the Securities on the proposed Issue Date and the terms set out in the Final Terms shall apply to the relevant Securities.

##### 4.2 Procedure for EC Securities: An Issuer may not issue EC Securities under this deed unless:

- (a) the Issuer has received an offer to subscribe for the EC Securities under clause 3.1 of the Equity Commitment Deed; and
- (b) not less than six Business Days before the Settlement Date for the related Commitment Shares, the Issuer provides a Notice of Commitment to the Subscriber,

whereupon the Subscriber promptly (and in any case not less than four Business Days before the proposed Issue Date) shall agree to subscribe for the EC Securities specified in

the Notice of Commitment by counter-signing and delivering to the Issuer a copy of the Notice of Commitment.

4.3 **[Not used]**

4.4 **Notice of Commitment:** A Notice of Commitment constitutes a binding, unconditional and irrevocable offer by the relevant Issuer to issue the Securities specified therein. Each Notice of Commitment in respect of EC Securities shall be accompanied by preliminary Final Terms for the proposed issuance of EC Securities, completed in all respects other than for pricing, and such Final Terms to be the same as the preliminary Final Terms that were sent to the Issuer by the Subscriber under clause 3.1 of the Equity Commitment Deed except that the Issuer may specify a lower aggregate Principal Amount and shorter Maturity Date.

4.5 **Acceptance by Subscriber:** Subject to clause 4.2, the Subscriber is not under any obligation whatsoever to accept an offer by an Issuer contained in a Notice of Commitment. The Subscriber signing and delivering the Final Terms to the relevant Issuer (in the case of Securities which are not EC Securities) or counter-signing and delivering to the relevant Issuer a copy of a Notice of Commitment (in the case of EC Securities) shall constitute a binding and irrevocable acceptance of the offer contained in the Notice of Commitment, subject only to the following conditions:

- (a) the Subscriber having received in a form and substance satisfactory to it:
  - (i) where the Issuer is a Local Authority, a first ranking Security Stock Certificate evidencing that the Issuer's obligations in relation to the proposed Tranche or Series are secured pursuant to the relevant Debenture Trust Deed (which may, at the Subscriber's absolute discretion, be a Security Stock Certificate evidencing that the Issuer's obligations in relation to all Securities issued by it under this deed are secured pursuant to the relevant Debenture Trust Deed); and
  - (ii) where the Issuer is a Local Authority, a certificate of compliance for the purposes of section 118 of the Act in relation to the proposed Tranche or Series and the issue of the relevant Security Stock and related Security Stock Certificate (if applicable);
  - (iii) where the Issuer is a CCO Issuer, a certificate from an Authorised Signatory of the CCO addressing (among other things) the issue of the proposed Tranche or Series;
- (b) there is no impediment to the issue to the Issuer of the related Borrower Notes (if applicable) under the Notes Subscription Agreement (including, without limitation,

due to the requirements of section 49 of the Companies Act 1993 and/or clause 15.4 of the Notes Subscription Agreement not being satisfied);

- (c) the Issuer has complied with the conditions specified in clause 2.2 or 2A.2 (as applicable) and any additional eligibility criteria required by the Subscriber in accordance with the Policies;
- (d) the representations and warranties set out in clause 6.1 (in the case of an Issuer that is a Local Authority) or 6.1A (in the case of a CCO Issuer) (as applicable) being true, accurate and correct in all material respects as of the Issue Date by reference to the facts and circumstances existing on that date;
- (e) no Event of Default, Potential Event of Default or Event of Review has occurred and is continuing in relation to the Issuer and no such event would occur on or after the Issue Date as a result of the Issuer issuing the Securities;
- (f) the Issuer, and (in the case of a CCO Issuer) each CCO Shareholder, is in compliance with this deed, the Notes Subscription Agreement, the Guarantee (if applicable), the Equity Commitment Deed (if applicable) and any CCO Support Document (if applicable); and
- (g) the Local Government Borrowing Act 2011 has not been amended or repealed other than to the satisfaction of the Subscriber.

**4.6 Pricing:**

- (a) The Subscriber shall determine the pricing for each Tranche or Series of:
  - (i) EC Securities, on the Issue Date and shall notify the relevant Issuer of the pricing for the Tranche or Series on the Issue Date, following which the Final Terms for the Tranche or Series shall be updated to include the pricing information notified pursuant to this clause and each of the Issuer and the Subscriber shall sign the updated Final Terms; and
  - (ii) Securities which are not EC Securities, on the date the Final Terms are delivered pursuant to clause 4.1(a)(iii) and such pricing shall be set out in the Final Terms for that Tranche or Series.

The pricing decisions of the Subscriber shall be final and binding on the relevant Issuer.

- (b) When determining the pricing for each Tranche or Series of Securities for the purposes of clause 4.6(a), the Subscriber must not, unless the relevant Issuer



agrees otherwise, add an additional spread to its own issuance margin which exceeds:

- (i) in the case of EC Securities, the maximum additional spread notified in accordance with clause 3.1 of the Equity Commitment Deed; and
- (ii) in the case of Securities which are not EC Securities, the Maximum Additional Spread.

In this clause 4.6, "**issuance margin**" means the percentage rate (p.a.) (as determined by the Subscriber) over the applicable reference rate which is payable by the Subscriber in respect of the Borrowed Money Indebtedness it incurs to subscribe for the relevant Securities and includes all of the Subscriber's costs and expenses relating to that Borrowed Money Indebtedness (including, without limitation, dealer fees, commissions, listing fees and any Approved Issuer Levy which is or may be payable by the Subscriber under the terms of that Borrowed Money Indebtedness). In this clause 4.6, "**Approved Issuer Levy**" has the meaning given to it in the Conditions as if references to the "Issuer" were to the "Subscriber" and "any Security" were to the Subscriber's "Borrowed Money Indebtedness". Without limiting the Subscriber's right to make a determination as to the "issuance margin", the Subscriber may for the purposes of determining the Approved Issuer Levy component of the issuance margin estimate its likely costs in respect of any Approved Issuer Levy.

4.7 **Notices of Commitment after release:** Where an Issuer is (or was previously) a Guarantor and it has delivered a valid Further Principal Debt Release Request in accordance with clause 15 of the Guarantee:

- (a) it must immediately provide a copy of the Further Principal Debt Release Request to the Subscriber; and
- (b) neither it nor any CCO Issuer for which that Issuer is a LA Shareholder may, on and from the date of such Further Principal Debt Release Request, provide any Notice of Commitment under this deed.

4.8 **Settlement delay:** Other than where the conditions set out in clause 4.5 are not satisfied, in the event that the Subscriber pays the Issue Price for the Securities other than on the Issue Date ("**settlement delay**"):

- (a) unless the Subscriber agrees otherwise (in writing), each of the Issuer and the Subscriber shall issue the Securities and the Borrower Notes (if applicable) respectively on the Issue Date; and

- (b) the maximum amount payable by the Subscriber to the Issuer in respect of such settlement delay will be interest on the unpaid Issue Price of the Securities, such interest to accrue on a daily basis from the Issue Date until the unpaid Issue Price is paid at a rate per annum equal to the Reserve Bank of New Zealand official cash rate on the Issue Date. Accrued interest shall not be compounded and shall be paid by the Subscriber on the date the unpaid Issue Price is paid in full and final settlement of such settlement delay.

## 5. ISSUE AND CREATION

- 5.1 Securities are issued and created by the relevant Registrar entering in the Register the particulars of the Securities.

## 6. REPRESENTATIONS AND WARRANTIES

- 6.1 **Representations and warranties (in relation to Issuers that are Local Authorities):** Each Issuer that is a Local Authority represents and warrants to the Subscriber in relation to itself (as an Issuer) that:

- (a) **Status:** it is either a territorial authority or regional council named as a local authority in Schedule 2 to the Act;
- (b) **Power:** it has the power generally to enter into, exercise its rights and perform and comply with its obligations under this deed and the other Transaction Documents and to issue the Securities;
- (c) **Authorisations:** it has taken all necessary action required on its part to authorise the entry into, execution and delivery of this deed and the other Transaction Documents and the issue of Securities and the performance of all obligations expressed to be binding on it;
- (d) **Obligations legally binding:** its obligations under this deed, the other Transaction Documents and the Debenture Trust Deed and the Securities (when issued) constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to laws affecting creditors' rights generally and (as to enforceability) to equitable principles of general application);
- (e) **No conflict:** neither the entry by it into, nor the performance by it of this deed and the other Transaction Documents or the issue of the Securities by it will:

- (i) conflict with or result in a breach of, any agreement, document, arrangement, obligation or duty to which it is a party or by which it or any of its assets may be bound; or
  - (ii) violate or contravene any law to which it is subject;
- (f) **Accounts:** its accounts have been prepared in accordance with the Act and any other applicable legislation or guidelines and are audited in accordance with any statutory requirements;
- (g) **No default:** except to the extent it has notified the Subscriber otherwise in writing, no Event of Default or Event of Review in relation to it has occurred and remains unremedied;
- (h) **Certificate of exemption:** it holds a valid certificate of exemption from resident withholding tax issued pursuant to section RE 27 of the Income Tax Act 2007 and sections 32E to 32I of the Tax Administration Act 1994 (or, on or after 1 April 2020, it has RWT-Exempt Status);
- (i) **Protected transaction:** for the purposes of section 117 of the Act, the entry by the Issuer into, and the performance by the Issuer of, this deed and the other Transaction Documents and the issue of Securities:
  - (i) is in compliance with the Act;
  - (ii) is not contrary to any provision of the Act;
  - (iii) is within the capacity, rights and powers of the Issuer; and
  - (iv) is for a purpose authorised by either the Act or another Act;
- (j) **Ranking of obligations:** its obligations under this deed and in respect of the Securities are secured by the Debenture Trust Deed and rank, and will at all times rank, rateably and at least equally in right and priority of payment with all other first ranking secured money under the Debenture Trust Deed;
- (k) **Offering material:** except to the extent it has advised the Subscriber otherwise in writing, all information it has provided to the Subscriber for the purposes of or, it has approved (in writing) for the inclusion in, any Offering Document is true, accurate and complete in all material respects and not misleading (including by omission) in any material respect; and

- (l) **Notes Subscription Agreement:** the warranties given by it at clause 4.5 of the Notes Subscription Agreement are true and accurate.

6.1A **Representations and warranties (in relation to CCO Issuers):** Except to the extent that the Subscriber and the relevant CCO Issuer agree otherwise in the relevant Accession Deed:

- (a) **CCO Issuer:** each CCO Issuer represents and warrants to the Subscriber in relation to itself (as a CCO Issuer) that:
  - (i) **Status:**
    - (aa) it is a company duly incorporated and validly existing under the laws of New Zealand; and
    - (bb) it has the power to own its assets and carry on its business as it is being conducted;
  - (ii) **Power:** it has the power to enter into, exercise its rights and perform and comply with its obligations under this deed and the other Transaction Documents and to issue the Securities;
  - (iii) **Authorisations:** it has taken all necessary action required on its part:
    - (aa) to authorise the entry into, execution, delivery and performance of this deed and the other Transaction Documents, the transactions contemplated by those documents, the issue of Securities and the performance of all obligations expressed to be binding on it; and
    - (bb) for the validity and enforceability of the Transaction Documents and the effectiveness or priority of any security interest under any Transaction Document;
  - (iv) **Obligations legally binding:** its obligations under this deed, the other Transaction Documents and the Securities (when issued) constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to laws affecting creditors' rights generally and (as to enforceability) to equitable principles of general application);
  - (v) **No conflict:** neither the entry by it into, nor the performance by it of this deed and the other Transaction Documents or the issue of the Securities by it will:

- (aa) conflict with or result in a breach of:
  - (A) any agreement, document, arrangement, obligation or duty to which it is a party or by which it or any of its assets may be bound; or
  - (B) its constitutional documents; or
- (bb) violate or contravene any law to which it is subject;
- (vi) **Accounts:** its accounts have been prepared in accordance with the Act and any other applicable legislation or guidelines and are audited in accordance with any statutory requirements;
- (vii) **No default:** except to the extent it has notified the Subscriber otherwise in writing, no Event of Default or Event of Review in relation to it or each relevant LA Shareholder has occurred and remains unremedied;
- (viii) **Certificate of exemption:** it holds a valid certificate of exemption from resident withholding tax issued pursuant to section RE 27 of the Income Tax Act 2007 and sections 32E to 32I of the Tax Administration Act 1994 (or, on or after 1 April 2020, it has RWT-Exempt Status);
- (ix) **Offering material:** except to the extent it has advised the Subscriber otherwise in writing, all information it has provided to the Subscriber for the purposes of or, it has approved (in writing) for the inclusion in, any Offering Document is true, accurate and complete in all material respects and not misleading (including by omission) in any material respect;
- (x) **Notes Subscription Agreement:** the warranties given by it at clause 4.5 of the Notes Subscription Agreement are true and accurate;
- (xi) **Solvency:** no Insolvency Event has occurred in relation to it or any CCO Shareholder;
- (xii) **No proceedings pending or threatened:** no litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a material adverse effect has or have (to the best of its knowledge and belief) been started or threatened against it;

- (xiii) **Immunity from suit:** it does not have, nor do any of its assets have, immunity from suit;
- (xiv) **Good title to assets:** it is the sole legal and beneficial owner of the property subject to the security interests created by any CCO Security, free from security interests other than a permitted security interest (as specified in the relevant Accession Deed);
- (xv) **Ranking of Security:** each CCO Security (if applicable) creates the security which it is expressed to create over the property to which it is expressed to apply, subject only to a permitted security interest (as specified in the relevant Accession Deed);
- (xvi) **Trustee:** it does not enter into any Transaction Document or hold any property as trustee;
- (xvii) **No misleading information:** to the best of its information, knowledge, and belief after having made due inquiry (but subject to the qualifications made when the relevant information is made available):
  - (aa) any factual information provided by or on behalf of it in writing in connection with the Transaction Documents and the transactions they contemplate was true and accurate in all material respects and not misleading in any material respect as at the date it was provided or as at the date (if any) at which it is stated;
  - (bb) any financial projections provided by it or on its behalf have been prepared on the basis of recent historical information and on the basis of reasonable assumptions; and
  - (cc) all copies of documents (including its latest Financial Statements and all authorisations) given by it or on its behalf to the Subscriber are true and complete copies as at the date they were given unless expressly specified otherwise; and
- (xviii) **Additional representations:** it makes any additional representations specified in the Accession Deed;
- (b) **LA Shareholders:** each LA Shareholder represents and warrants to the Subscriber that:
  - (i) **Status:** it is either a territorial authority or regional council named as a local authority in Schedule 2 to the Act;

- (ii) **Power:** it has the power generally to enter into, exercise its rights and perform and comply with its obligations under the Shareholder Transaction Documents;
- (iii) **Authorisations:** it has taken all necessary action required on its part:
  - (aa) to authorise the entry into, execution, delivery and performance of the Shareholder Transaction Documents, the transactions contemplated by those documents and the performance of all obligations expressed to be binding on it under those documents; and
  - (bb) for the validity and enforceability of the Shareholder Transaction Documents and the effectiveness or priority of any security interest under any Shareholder Transaction Document;
- (iv) **Protected transaction:** for the purposes of section 117 of the Act, the entry by the LA Shareholder into, and the performance by the LA Shareholder of, the Shareholder Transaction Documents:
  - (aa) is in compliance with the Act;
  - (bb) is not contrary to any provision of the Act;
  - (cc) is within the capacity, rights and powers of the LA Shareholder; and
  - (dd) is for a purpose authorised by either the Act or another Act;

provided that the Subscriber acknowledges that section 117 of the Act does not apply to any CCO Guarantee given by a LA Shareholder in respect of a CCO Issuer;
- (v) **Ranking of obligations:** its obligations in respect of any CCO Guarantee it has given in relation to the CCO Issuer are secured by the Debenture Trust Deed and rank, and will at all times rank, rateably and at least equally in right and priority of payment with all other first ranking secured money under the Debenture Trust Deed;
- (vi) **Obligations legally binding:** its obligations under the Shareholder Transaction Documents and the Debenture Trust Deed constitute its legal, valid and binding obligations, enforceable in accordance with their

respective terms (subject to laws affecting creditors' rights generally and (as to enforceability) to equitable principles of general application);

- (vii) **No conflict:** neither the entry by it into, nor the performance by it of the Shareholder Transaction Documents will:
  - (aa) conflict with or result in a breach of any agreement, document, arrangement, obligation or duty to which it is a party or by which it or any of its assets may be bound; or
  - (bb) violate or contravene any law to which it is subject; and
- (viii) **Additional representations:** it makes any additional representations in relation to an LA Shareholder specified in the Accession Deed.

6.2 **Repetition:** The representations and warranties contained in clauses 6.1 and 6.1A shall be deemed to be repeated by each Issuer and, where the Issuer is a CCO Issuer, each relevant LA Shareholder for the benefit of the Subscriber on each Issue Date in respect of each Series or Tranche issued by the Issuer.

## 7. UNDERTAKINGS

7.1 **General undertakings in respect of Local Authority Issuers:** Each Issuer that is a Local Authority undertakes to the Subscriber that it will, for so long as any Series issued by it is outstanding:

- (a) **Notify the Subscriber:** after having actual notice, promptly notify the Subscriber of:
  - (i) the occurrence of any Event of Default, Potential Event of Default or Event of Review in relation to it and, upon receipt of a request to that effect, shall confirm in writing signed by an Authorised Signatory that except as previously notified to the Subscriber no Event of Default, Potential Event of Default or Event of Review has occurred in relation to it;
  - (ii) each change in its Authorised Signatories, giving specimen signatures and evidence satisfactory to the Subscriber of the authority of each new Authorised Signatory;



- (iii) each actual or potential invalidity or unenforceability of this deed, the other Transaction Documents or the Debenture Trust Deed, or any provision hereof or thereof;
  - (iv) subject to the Act and the Local Government Official Information and Meetings Act 1987:
    - (aa) any event or series of events, whether related or not, or any circumstances arise or exist, which may have a material adverse effect on the Issuer or its ability to perform its obligations under this deed, the other Transaction Documents, the Debenture Trust Deed or the Securities; and
    - (bb) any change to the Act which may adversely affect the rights of a party lending to the Issuer or any receiver appointed by that party;
- (b) **Register:** cause the Registrar for that Series to keep the Register for the Series pursuant to the Agency Agreement;
- (c) **Agency Agreement:** comply with and perform all obligations under the Agency Agreement and not:
  - (i) terminate or enter into a new Agency Agreement;
  - (ii) modify any terms within an Agency Agreement; or
  - (iii) appoint, terminate or replace or consent to any replacement of a registrar, calculation agent or paying agent under an Agency Agreement,without the Subscriber's prior written consent (such consent to not be unreasonably withheld or delayed);
- (d) **Validity:** take all steps required under any applicable law to enable it to perform and comply fully with its obligations under this deed, the other Transaction Documents, the Debenture Trust Deed or the Securities or required on its part for the validity or enforceability of this deed, the other Transaction Documents, the Debenture Trust Deed and the Securities;
- (e) **Compliance with law:** duly comply with all laws except to the extent that, in its reasonable opinion, it determines that non-compliance is not material to the business or financial condition of the Issuer;

- (f) **Information on request:** subject to the Act and the Local Government Official Information and Meetings Act 1987, on request by the Subscriber, promptly provide the Subscriber any information which the Subscriber reasonably requires with respect to matters relating to the Financial Statements, other records of the Issuer and the financial position of the Issuer;
- (g) **Other information:** provide the Subscriber with copies of all information provided to the Trustee under the reporting covenants provisions in the Debenture Trust Deed;
- (h) **Ranking of obligations:** ensure that its obligations under this deed and in respect of the Securities are secured by the Debenture Trust Deed and rank, and will at all times rank, rateably and at least equally in right and priority of payment with all other first ranking secured money under the Debenture Trust Deed;
- (i) **New Security Stock Certificates:** where the Subscriber has sold some or all of the Securities held by it, at the Subscriber's request and subject to the Subscriber delivering to the Issuer for cancellation the existing Security Stock Certificate for the relevant Securities, issue and deliver to each of the Subscriber and the new Holder (as applicable) a new first ranking Security Stock Certificate (in a form acceptable to the Subscriber or the Holder (as applicable) acting reasonably) evidencing that the Issuer's obligations in relation to the Securities held by each of the Subscriber and Holder (as applicable) are secured pursuant to its Debenture Trust Deed. In the case of Securities lodged in NZClear, the references in this clause 7.1(i) to "Holder" shall be deemed to be the new holder of the beneficial interest in the Security (as shown in the records of NZClear). Where the Issuer delivers any such new Security Stock Certificate it shall also deliver a certificate of compliance for the purposes of section 118 of the Act in relation to each new Security Stock Certificate. Subject to the relevant Debenture Trust Deed, where the Subscriber is holding a Security Stock Certificate evidencing that the Issuer's obligations in relation to all Securities issued by it under this deed are secured pursuant to the relevant Debenture Trust Deed, the Issuer's obligation under this clause 7.1(i) to deliver a new first ranking Security Stock Certificate to the new Holder shall not be subject to the Subscriber delivering that Security Stock Certificate to the Issuer for cancellation; and
- (j) **Debenture Trust Deed:** not terminate or enter into a new Debenture Trust Deed, or modify any terms within the Debenture Trust Deed, without the Subscriber's prior written consent (such consent to not be unreasonably withheld or delayed);

- 7.1A **General undertakings in respect of CCO Issuers:** Except to the extent that the Subscriber and the relevant Issuer agree otherwise in the relevant Accession Deed:
- (a) **CCO Issuers:** each CCO Issuer undertakes to the Subscriber that it will, for so long as any Series issued by it is outstanding:
- (i) **Notify the Subscriber:** after having actual notice, promptly notify the Subscriber of:
- (aa) the occurrence of any Event of Default, Potential Event of Default or Event of Review in relation to it or its LA Shareholder and, upon receipt of a request to that effect, shall confirm in writing signed by an Authorised Signatory that except as previously notified to the Subscriber no Event of Default, Potential Event of Default or Event of Review has occurred in relation to it or its LA Shareholder;
- (bb) each change in its Authorised Signatories, giving specimen signatures and evidence satisfactory to the Subscriber of the authority of each new Authorised Signatory;
- (cc) each actual or potential invalidity or unenforceability of this deed, the other Transaction Documents, or any provision hereof or thereof;
- (dd) any event or series of events, whether related or not, or any circumstances arise or exist, which may have a material adverse effect on the Issuer or any CCO Shareholder or its or any CCO Shareholder's ability to perform its obligations under this deed, the other Transaction Documents, the Debenture Trust Deed or the Securities;
- (ee) any change to the Act, its constitution or any applicable law which may adversely affect the rights of a party lending to the Issuer or any receiver appointed by that party;
- (ff) any proposed change to a CCO Shareholder;
- (gg) any change or potential change to whether the Issuer is a CCO or a council-controlled trading organisation (as defined in the Act);

- (ii) **Register:** cause the Registrar for that Series to keep the Register for the Series pursuant to the Agency Agreement;
- (iii) **Agency Agreement:** comply with and perform all obligations under the Agency Agreement and not:
  - (aa) terminate or enter into a new Agency Agreement;
  - (bb) modify any terms within an Agency Agreement; or
  - (cc) appoint, terminate or replace or consent to any replacement of a registrar, calculation agent or paying agent under an Agency Agreement,without the Subscriber's prior written consent (such consent to not be unreasonably withheld or delayed);
- (iv) **Validity:** take all steps required under any applicable law to enable it to perform and comply fully with its obligations under this deed, the other Transaction Documents or the Securities or required on its part for the validity or enforceability of this deed, the other Transaction Documents and the Securities;
- (v) **Compliance with law:** duly comply with all laws except to the extent that non-compliance is not material to the business or financial condition of the Issuer;
- (vi) **Information on request:** on request by the Subscriber, promptly provide the Subscriber any information which the Subscriber reasonably requires with respect to matters relating to the Financial Statements, other records of the Issuer and the financial position of the Issuer;
- (vii) **Authorisations:** promptly:
  - (aa) obtain, comply with and do all that is necessary to maintain in full force and effect; and
  - (bb) supply certified copies to the Subscriber of,any authorisation required to perform its obligations under the Transaction Documents and to ensure the legality, validity, enforceability or admissibility in evidence of any Transaction Document and any material authorisation required for it to carry on its business;

- (viii) **Disposals:** not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any asset other than a permitted disposal (as specified in the relevant Accession Deed);
- (ix) **Merger:** not enter into any amalgamation, demerger, merger or corporate reconstruction other than a permitted merger (as specified in the relevant Accession Deed) or as permitted by the exceptions in clause 10.1A(h) of the Conditions;
- (x) **Change of business:** procure that no material change is made to the general nature of its business from that carried on when it acceded to this deed;
- (xi) **Insurance:** take out and maintain insurances with a reputable insurer in the manner and to the extent which is in accordance with prudent business practice having regard to the nature of its business and its assets (including all insurance required by applicable law), and ensure that the security interest created under any CCO Security is noted and maintained on each such policy (in accordance with usual market practice and excluding policies relating to employer's liability, workers compensation, public liability, product liability, directors and officers insurance, or any other insurance policy taken out for the benefit of a third party payee);
- (xii) **Restrictions on Distributions and other transactions:** not:
  - (aa) pay or make any Distribution, other than a permitted Distribution (as specified in the relevant Accession Deed);
  - (bb) reduce or pass a resolution to reduce its capital;
  - (cc) acquire any of its own equity securities (unless it is required to do so by law);
  - (dd) redeem any of its own equity securities which are redeemable at its option (whether or not they are also redeemable at the option of their holder);
  - (ee) alter or allow to be altered any term attaching to any of its own equity securities, in a manner which would cancel or reduce the

- liability of any shareholder in relation to an equity security held prior to that alteration;
- (ff) amend its constitutional documents or allow them to be amended in any manner which would be likely to have a prejudicial effect on the Subscriber; or
- (gg) move any of its property outside New Zealand other than in the ordinary course of ordinary business;
- (xiii) **Financial accommodation:** not provide financial accommodation, give a guarantee or indemnity or incur or permit to remain outstanding obligations to support any third party except permitted financial accommodation (as specified in the relevant Accession Deed);
- (xiv) **Pay taxes:** file all tax returns as required by law, and pay and discharge all taxes, assessments and governmental charges payable by it or on its assets prior to the date upon which penalties become payable, except only to the extent that those taxes, assessments or governmental charges are being contested in good faith by appropriate proceedings and adequate reserves and/or credit lines are set aside for their payment;
- (xv) **Acquisitions:** not:
- (aa) acquire any assets or make any other investment other than in the ordinary course of business; or
- (bb) acquire any equity securities or business,
- other than a permitted acquisition (as specified in the relevant Accession Deed);
- (xvi) **Corporate existence:** maintain its corporate existence (except as permitted by the exceptions in clause 10.1A(h) of the Conditions);
- (xvii) **Maintenance of assets:** maintain the property subject to any CCO Security in the manner that would be expected by a prudent person carrying on the Issuer's business;
- (xviii) **Arm's length dealings:** not enter into any transaction of any nature with, or for the benefit of, any person except on arm's length commercial terms;

- (xix) **Access:** if an Event of Default is continuing, permit the Subscriber and/or accountants or other professional advisers and contractors of the Subscriber free access at all reasonable times and on reasonable notice at the risk and cost of the Issuer to (i) its premises, assets, books, accounts and records and/or (ii) meet and discuss matters with its senior management for the purposes of monitoring compliance with the Transaction Documents;
- (xx) **Amendments to CCO Support Documents:** where the Subscriber intends to sell or has sold some or all of the Securities held by it, at the Subscriber's request:
  - (aa) agree to and execute amendments (and procure the agreement and execution of any other party) to any CCO Support Document such that the Subscriber and the new Holder (as applicable) both receive the benefit of the CCO Support Documents and the CCO Credit Support as received by the Subscriber under clause 2A; and
  - (bb) deliver a legal opinion from counsel acceptable to the Subscriber and in a form acceptable to the Subscriber relating to the Issuer and each CCO Shareholder's entry into each relevant CCO Support Document (including as amended pursuant to clauses 7.1A(a)(xx) or 7.1A(b)(ii)).

In the case of Securities lodged in NZClear, the references in this clause 7.1(a)(xx) to "Holder" shall be deemed to be the new holder of the beneficial interest in the Security (as shown in the records of NZClear); and
- (xxi) **Accession Deed:** comply with any other undertakings given by it set out in the relevant Accession Deed; and
- (b) **LA Shareholder:** each LA Shareholder undertakes to the Subscriber that it will, for so long as any Series issued by a relevant CCO Issuer is outstanding:
  - (i) **Ranking of obligations:** ensure that its obligations under any CCO Guarantee it has given in relation to a CCO Issuer are secured by the relevant Debenture Trust Deed and rank, and will at all times rank, rateably and at least equally in right and priority of payment with all other first ranking secured money under that Debenture Trust Deed;

- (ii) **Amendments to CCO Support Documents:** where the Subscriber intends to sell or has sold some or all of the Securities issued by the relevant CCO Issuer held by the Subscriber, at the Subscriber's request, agree to and execute amendments to any CCO Support Documents such that the Subscriber and the new Holder (as applicable) both receive the benefit of the CCO Support Documents and the CCO Credit Support as received by the Subscriber under clause 2A. In the case of Securities issued by the relevant CCO Issuer and lodged in NZClear, the references in this clause 7.1A(b)(ii) to "Holder" shall be deemed to be the new holder of the beneficial interest in the Security (as shown in the records of NZClear);
- (iii) **Notify the Subscriber:** after having actual notice, promptly notify the Subscriber of:
  - (aa) the occurrence of any Event of Default, Potential Event of Default or Event of Review in relation to a relevant CCO Issuer and, upon receipt of a request to that effect, shall confirm in writing signed by an Authorised Signatory that, except as previously notified to the Subscriber, no Event of Default, Potential Event of Default or Event of Review has occurred in relation to a relevant CCO Issuer;
  - (bb) each actual or potential invalidity or unenforceability of the Shareholder Transaction Documents, the Debenture Trust Deed or any provision thereof;
  - (cc) subject to the Act and the Local Government Official Information and Meetings Act 1987:
    - (A) any event or series of events, whether related or not, or any circumstances arise or exist, which may have a material adverse effect on the LA Shareholder or its ability to perform its obligations under the Shareholder Transaction Documents or the Debenture Trust Deed;
    - (B) any change to the Act which may adversely affect the rights of a party lending to the relevant CCO Issuer or any receiver appointed by that party; and



- (C) any event or series of events, whether related or not, or any circumstances arise or exist, which may have a material adverse effect on the relevant CCO Issuer or its ability to perform its obligations under this deed, the other Transaction Documents (in relation to that CCO Issuer) or the Securities (issued by that CCO Issuer);
- (dd) any change or potential change to whether a CCO Issuer is a CCO or a council-controlled trading organisation (as defined in the Act);
- (iv) **Validity:** take all steps required under any applicable law to enable it to perform and comply fully with its obligations under the Shareholder Transaction Documents or required on its part for the validity or enforceability of the Shareholder Transaction Documents;
- (v) **Compliance with law:** duly comply with all laws except to the extent that, in its reasonable opinion, it determines that non-compliance is not material to its business or financial condition;
- (vi) **Information on request:** subject to the Act and the Local Government Official Information and Meetings Act 1987, on request by the Subscriber, promptly provide the Subscriber any information which the Subscriber reasonably requires with respect to matters relating to records of the relevant CCO Issuer and the financial position of the relevant CCO Issuer;
- (vii) **Other information:** provide the Subscriber with copies of all information provided to the Trustee under the reporting covenants provisions in the Debenture Trust Deed;
- (viii) **Debenture Trust Deed:** not terminate or enter into a new Debenture Trust Deed, or modify any terms within the Debenture Trust Deed, without the Subscriber's prior written consent (such consent to not be unreasonably withheld or delayed); and
- (ix) **Accession Deed:**
- (aa) comply with all undertakings given by it in the relevant Accession Deed; and

- (bb) use its reasonable endeavours to procure each relevant CCO Issuer complies with all undertakings given by it under this deed and the relevant Accession Deed.

7.2 **Financial records:** Each Issuer undertakes to the Subscriber to keep proper books of account as required pursuant to the Act and to have such accounts audited, in each case in accordance with all applicable legislation, and (subject to the Act and the Local Government Official Information and Meetings Act 1987 (if applicable)) permit the Subscriber to have access to such accounts (and any other information relating to the financial position of the Issuer) on the provision of reasonable prior notice.

7.3 **Financial Statements:** Each Issuer undertakes to the Subscriber that it will deliver to the Subscriber:

- (a) not later than five months after the end of each of its financial years a copy of the latest Financial Statements for the preceding financial year; and
- (b) if it produces financial statements for a financial half-year, not later than three months after the end of each of its financial half-years, a copy of the latest financial statements for the preceding half-year, such financial statements not required to be audited.

7.4 **Offer documents:** Each Issuer undertakes to the Subscriber that:

- (a) it will promptly:
  - (i) and in any event within 15 Business Days following receipt of a request from the Subscriber, provide the Subscriber with all information in relation to itself which the Subscriber reasonably requests for the purposes of preparing an offering document. The information provided by the Issuer under this clause 7.4(a)(i) and clause 7.4(b) being, "**Disclosure Information**"; and
  - (ii) in any event within 10 Business Days following receipt of a draft offering document from the Subscriber, (acting reasonably and in writing) approve, or provide suggested amendments to, statements in the draft offering document relating to the Issuer, as identified in writing by the Subscriber when providing the draft offering document to the Issuer ("**Verified Statements**"). Nothing in this clause 7.4 entitles the Issuer to suggest amendments to any statement in a draft offering document other than those which relate to itself; and

- (b) if it becomes aware of any event having occurred as a result of which any Verified Statement or Disclosure Information would:

- (i) be false or misleading, or likely to mislead;
- (ii) not be true and accurate in all material respects; or
- (iii) omit any fact in relation to the Issuer the omission of which would make misleading in any material respect any Verified Statement or Disclosure Information,

it will promptly notify the Subscriber and provide the Subscriber with any information required by the Subscriber in order to amend or supplement the relevant Offering Document within 10 Business Days of receipt of a request from the Subscriber. The provisions of clause 7.4(a)(ii) shall apply to any draft amendment or supplement to any Offering Document as if such document was a "draft offering document", provided that the timeframe in clause 7.4(a)(ii) shall be deemed to be 5 Business Days.

**7.5 Financial Covenants:** Each Issuer shall:

- (a) in the case of an Issuer that is a Local Authority, procure that as at each Test Date for the financial year ending on that Test Date:
- (i) the ratio that Net Debt bears to Total Revenue expressed as a percentage does not exceed 175%;
  - (ii) the ratio that Net Interest bears to Total Revenue expressed as a percentage does not exceed 20%;
  - (iii) the ratio that Net Interest bears to Annual Rates Income expressed as a percentage does not exceed 25%; and
  - (iv) the ratio that Available Financial Accommodation bears to External Indebtedness expressed as a percentage is not less than 110%,

or such other percentages applicable to the Issuer (including percentages contemplated by the foundation policies of the Subscriber) as agreed in writing by the Issuer and the Subscriber from time to time. The financial covenants in this clause 7.5(a) must be tested on the Issuer only, provided that:

- (A) where the Issuer is also a LA Shareholder, the financial covenants must be tested on both the Issuer and Consolidated

Group basis, however in such circumstance there is no consequence to the Issuer for any breach of the financial covenants when tested on a Consolidated Group basis; and

- (B) subject to clause 7.5(a)(iv), where agreed in writing by the Subscriber and the Issuer, the financial covenants must be tested on a Consolidated Group basis only;

- (ab) in the case of a CCO Issuer, comply with the financial covenants (if any) specified in the relevant Accession Deed as at each Test Date for the financial year ending on that Test Date or such other covenants applicable to the Issuer as agreed in writing by the Issuer and the Subscriber from time to time;
- (b) on the same date as it delivers its Financial Statements to the Subscriber pursuant to clause 7.3(a) deliver to the Subscriber a completed Compliance Certificate signed by an Authorised Signatory of the Issuer in respect of the relevant Test Date. Each such Compliance Certificate shall certify as to the Issuer's compliance with the financial covenants in, or referred to in, this clause 7.5 as at the relevant Test Date and contain reasonably detailed calculations detailing compliance with the financial covenants. Where the Subscriber and the Issuer agree alternative percentages in accordance with clause 7.5(a) or 7.5(ab), they may also agree alternative and/or additional reporting requirements from those provided for by this clause 7.5(b); and
- (c) in the case of an Issuer that is a Local Authority, include within its Financial Statements (which may include the notes thereto) its Annual Rates Income as a separate identifiable amount.

- 7.6 **Redemption following breach of Financial Covenants:** If an Issuer breaches any of the financial covenants in, or referred to in, clause 7.5, the Subscriber may by notice to the Issuer require that the Subscriber and the Issuer enter into negotiations in good faith with a view to agreeing terms on which the Subscriber is prepared to continue to subscribe for, or hold, Securities issued by the Issuer under this deed. If after 30 days from the date of the notice the Subscriber and the Issuer have not agreed upon such terms, the Subscriber may, by giving written notice ("**Redemption Notice**") to the Issuer, require the Issuer to redeem all Securities issued by the Issuer that are at that time held by the Subscriber in full together with accrued and unpaid interest thereon on the date specified in the Redemption Notice (such date to be not less than 5 Business Days after the date of the notice). A failure to comply with the Redemption Notice shall constitute an Event of Default in respect of that Issuer, in which case the Subscriber shall be entitled to exercise its rights as a Holder under clause 10.2 of the Conditions applicable to that Issuer's Securities.

- 7.7 **Redemption of EC Securities:** If the board of directors of the Subscriber determines there is a risk of imminent default by the Subscriber under the terms of any of its Borrowed Money Indebtedness, the Subscriber may, by giving written notice to each Issuer with outstanding EC Securities ("**Redemption Notice**"), require each Issuer to redeem such number of EC Securities (as is determined by the Subscriber) issued by that Issuer that are at that time held by the Subscriber in full together with accrued and unpaid interest thereon on the date specified in the Redemption Notice (such date to be not less than 10 Business Days after the date of the notice). If a Redemption Notice is given in accordance with this clause 7.7, the redemption shall be required proportionately across all EC Securities so that the proportionate amount of EC Securities held by the Subscriber from each Issuer remains unchanged following the redemption (unless all EC Securities are redeemed). A failure by an Issuer to comply with the Redemption Notice shall constitute an Event of Default in respect of such Issuer, in which case the Subscriber shall be entitled to exercise its rights as a Holder under clause 10.2 of the Conditions.
- 7.8 **Redemption in relation to CCO Issuer:** Except to the extent that the Subscriber and the relevant CCO Issuer agree otherwise in the relevant Accession Deed, if, whether or not within the control of the CCO Issuer, any one or more of the following occurs:
- (a) **Change of control:** in the opinion of the Subscriber, due to a change in law or otherwise (including a change in CCO Shareholder) the creditworthiness of a party to a CCO Support Document (including any CCO Shareholder) is materially weaker immediately after such change; or
  - (b) **Breach of representation:** any representation or warranty made or deemed to be made by the Issuer or a CCO Shareholder in or pursuant to any Transaction Document or Shareholder Transaction Document or in any notice, certificate, statement or other document contemplated by or made or delivered pursuant to any Transaction Document or Shareholder Transaction Document is or was untrue or incorrect in any material respect when made, deemed to be repeated or delivered, and if capable of being remedied in the opinion of the Subscriber, has not been remedied within 30 days after receipt by the Issuer of a notice in writing from the Subscriber specifying the relevant representation or warranty and requiring it to be remedied; or
  - (c) **Breach of undertakings:** the Issuer or CCO Shareholder commits any breach of, or omits to observe, any of its undertakings or obligations under any Transaction Document or a Shareholder Transaction Document (but in each case excluding any CCO Support Document, which is addressed at clause 10.1A(b) of the Conditions) and, in respect of any such breach or omission which is capable of being remedied, such breach or omission is not remedied within 30 days after

receipt by the Issuer of a notice in writing from the Subscriber specifying the breach or omission and requiring it to be remedied; or

- (d) **Additional termination event:** an additional termination event specified by the Subscriber in a relevant Accession Deed occurs in respect of that Issuer or the relevant LA Shareholder,

then the Subscriber may, by giving written notice ("**Redemption Notice**") to the Issuer, require the Issuer to redeem all Securities issued by the Issuer that are at that time held by the Subscriber in full together with accrued and unpaid interest thereon on the date specified in the Redemption Notice (such date to be not less than 5 Business Days after the date of the notice). A failure to comply with the Redemption Notice shall constitute an Event of Default in respect of that Issuer, in which case the Subscriber shall be entitled to exercise its rights as a Holder under clause 10.2 of the Conditions applicable to that Issuer's Securities.

- 7.9 **Redemption in relation to cross-default:** Except to the extent that the Subscriber and the relevant CCO Issuer agree otherwise in the relevant Accession Deed or as otherwise agreed in writing with the Subscriber, if, whether or not within the control of the Issuer, any one or more of the following occurs:

- (a) any financial indebtedness of the Issuer owed to the Subscriber is not paid when due nor within any originally applicable grace period; or
- (b) any financial indebtedness of the Issuer owed to the Subscriber is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an enforcement event, event of default or review event (however described),

then the Subscriber may, by giving written notice ("**Redemption Notice**") to the Issuer, require the Issuer to redeem all Securities issued by the Issuer that are at that time held by the Subscriber in full together with accrued and unpaid interest thereon on the date specified in the Redemption Notice (such date to be not less than 5 Business Days after the date of the notice). A failure to comply with the Redemption Notice shall constitute an Event of Default in respect of that Issuer, in which case the Subscriber shall be entitled to exercise its rights as a Holder under clause 10.2 of the Conditions applicable to that Issuer's Securities.

## 8. PAYMENT FOR EC SECURITIES

- 8.1 On the Issue Date for each Tranche of EC Securities, unless the Subscriber and the relevant Issuer agree otherwise, the Subscriber's obligation to pay the aggregate Issue Price for the Tranche of EC Securities automatically shall be set-off against the Issuer's obligation to pay the Exercise Price for the related Commitment Shares under the Equity Commitment Deed.

**9. REBATES**

- 9.1 The Subscriber may, at its discretion, in accordance with the rebate policy (if any) contained in the Policies, rebate to an Issuer all or part of the interest received by the Subscriber from the Issuer in relation to Securities issued by the Issuer under this deed. The Subscriber shall be under no obligation whatsoever to make any such rebate.

**10. ISSUER INDEMNITY**

- 10.1 **Indemnities:** Each Issuer indemnifies the Subscriber against any expense, damage, liability or loss arising from, and any costs incurred (as to which a certificate of the Subscriber shall in the absence of manifest or proven error be conclusive) in connection with (including any loss incurred by the Subscriber in terminating arrangements it has made with others to fund (or maintain its funding of) its subscription of the Securities):

- (a) the Issuer failing to issue Securities by reason of non-fulfilment of any of the conditions in clause 4.5; or
- (b) any amount payable by the Issuer under this deed not being paid when due; or
- (c) the occurrence or continuance of any other Event of Default in respect of the Issuer; or
- (d) the receipt or recovery by the Subscriber of all or any part of any amount payable by the Issuer hereunder (by prepayment or acceleration or otherwise) otherwise than on the due date relating to such amount; or
- (e) any actual or alleged breach by the Issuer of any representation, warranty or undertaking set out in this deed.

- 10.2 **Payment of indemnity:** Each Issuer agrees to pay all amounts due under this indemnity on demand from the Subscriber.

- 10.3 **Separate Obligations:** The indemnities in this clause 10 shall respectively:

- (a) constitute obligations separate and independent from each other and the other obligations under this deed;
- (b) give rise to separate and independent causes of action; and
- (c) continue in full force and effect despite any judgment, order, claim or proof for any liquidated amount under this deed or any judgment or order.

10.4 **No prejudice:** Save as expressly agreed by the Subscriber, no release, delay, forbearance, compromise or any other indulgence given by the Subscriber to the Issuer or any amendment, alteration or other variation of any provisions of this deed shall discharge, release, prejudice or affect the liability of the Issuer under this clause 10.

10.5 **Irrevocability:** This clause 10 is unconditional and irrevocable and, save as expressly agreed in writing by the Subscriber, is not to be discharged or impaired by any act, omission, matter or thing that might discharge or impair it, but for this clause.

## 11. NOTICES

11.1 **Writing:** Each notice or other communication to be given or made under this deed to any person must:

- (a) **Writing:** be given or made in writing by email or letter and be signed by the sender or an authorised officer or signatory of the sender;
- (b) **Address:** be given or made to the recipient at the address or email address, and marked for the attention of the person (if any), from time to time designated by the recipient to the other for the purposes of this deed;
- (c) **Deemed delivery:** not be effective until received by the recipient, and any such notice or communication shall be deemed to be received:
  - (i) (if given or made by letter) when left at the address of the recipient or 5 Business Days after being put in the post, postage prepaid, and addressed to the recipient at that address; or
  - (ii) (if given or made by email) when dispatched in tangible, readable form by the sender to the email address advised by the recipient from time to time,

provided that any notice or communication received or deemed received after 5pm on a working day in the place to which it is sent, or on a day which is not a working day in that place, shall be deemed not to have been received until the next working day in that place.

11.2 **Initial address and numbers:** The initial address, email address and person (if any) designated for the purposes of this deed, are set out below:



- (a) **The Issuers:** those details set out under the heading "Details for notices" for the relevant Issuer in schedule 1 or otherwise provided in the relevant Accession Deed.
- (b) **The Subscriber:**  
City Chambers  
Level 8  
142 Featherston Street  
PO Box 5704  
Wellington 6145
- Email: lgfa@lgfa.co.nz  
Attention: Chief Executive

## 12. AMENDMENTS

- 12.1 This deed shall not be amended except with the written agreement of the Subscriber and all of the Issuers.

## 13. MISCELLANEOUS

- 13.1 **Waivers and remedies:** Time shall be of the essence in this deed but no delay in acting, or failure to act, by the Subscriber or the Issuer is a waiver of any of the Subscriber's or the Issuer's rights. The rights provided in this deed do not exclude any rights provided by law.
- 13.2 **Partial invalidity:** An invalid provision in this deed shall not affect the enforceability of the remaining provisions of this deed.
- 13.3 **Survival:** The indemnities given in this deed will survive the repayment of all the Securities and the termination of this deed.
- 13.4 **Counterparts:** This deed may be signed in any number of counterparts, all of which together constitute one and the same instrument, and any of the parties may execute this deed by signing any such counterpart.
- 13.5 **Debenture Trust Deed Notifications:** The Subscriber shall:
- (a) within one Business Day of receipt of a written request from an Issuer that is a Local Authority or that Issuer's Trustee, notify that Issuer and that Issuer's Trustee (in writing) of the "nominal amount" of the Security Stock:

- (i) held by the Subscriber in respect of that Issuer's obligations under each of this deed, the Securities and, where that Issuer is a Guarantor, the Equity Commitment Deed; and
- (ii) where that Issuer is a Guarantor, held by the Security Trustee in respect of that Issuer's obligations under the Guarantee,

in each case as at the date of the Subscriber's notification;

- (b) to the extent known by the Subscriber, notify each Issuer (in writing) of any Event of Default affecting any other Issuer as soon as practicable after its occurrence and of the steps taken or proposed to be taken by the Subscriber in relation to such Event of Default, provided that:
  - (i) the Subscriber's obligation under this clause 13.5(b) only applies in respect of Securities of which it is the Holder; and
  - (ii) the Subscriber shall not be liable for:
    - (aa) any failure to provide such notification to an Issuer; and
    - (bb) any inaccuracy or incomplete information given in a notification, provided the notification is given by the Subscriber in good faith; and
- (c) promptly notify each Issuer (in writing) if the board of directors of the Subscriber determines that there is a risk of imminent default by the Subscriber under the terms of any of its Borrowed Money Indebtedness.

13.6 **Consent to notification:** Each Issuer consents to the Subscriber providing each other Issuer the information set out in clause 13.5.

#### 14. GOVERNING LAW

14.1 This deed shall be governed by New Zealand law.

#### 15. NO CROWN GUARANTEE

15.1 The parties acknowledge that the obligations and liabilities of the Subscriber and any Issuer that is a Local Authority under this deed are not guaranteed by the Crown.

#### SIGNED AS A DEED

**APPENDIX 2**

**Amended and Restated Guarantee and Indemnity**

**(please note this is not the full Amendment and Restatement Deed  
- this can be provided on request)**

Russell  
McAugh

## Guarantee and Indemnity

---

### **PARTIES**

The Local Authorities Listed in Schedule 1

**Initial Guarantors**

TEL Security Trustee (LGFA) Limited

**Security Trustee**

Russell  
McLeagh

## CONTENTS

1.	INTERPRETATION .....	1
2.	GUARANTEE AND INDEMNITY .....	5
3.	OBLIGATIONS OF THE GUARANTORS .....	5
4.	NATURE AND EXTENT OF OBLIGATIONS .....	8
5.	RIGHTS OF THE SECURITY TRUSTEE .....	9
6.	GROSS-UP .....	10
7.	CURRENCY INDEMNITY .....	10
8.	DEFAULT INTEREST .....	11
9.	REPRESENTATIONS AND ACKNOWLEDGEMENTS .....	11
10.	ATTORNEY .....	12
11.	LIABILITY NOT PREJUDICED .....	13
12.	CHANGES TO THE PARTIES .....	14
13.	NOTICES .....	15
14.	COSTS .....	16
15.	RELEASE AND REINSTATEMENT .....	16
16.	MISCELLANEOUS .....	19
17.	COUNTERPARTS .....	21
18.	GOVERNING LAW AND JURISDICTION .....	21
19.	NO CROWN GUARANTEE .....	22
	SCHEDULE 1 .....	24
	Initial Guarantors .....	24
	SCHEDULE 2 .....	30
	Conditions precedent to be delivered by an Additional Guarantor .....	30
	SCHEDULE 3 .....	31
	Form of Demand .....	31
	SCHEDULE 4 .....	33
	Form of Guarantor Accession Deed .....	33
	SCHEDULE 1 .....	35
	Existing Guarantors .....	35
	SCHEDULE 5 .....	36
	Form of Further Principal Debt Release Request .....	36
	Form of Further Principal Debt Release .....	38
	SCHEDULE 6 .....	39
	Form of Full Release Request .....	39
	Form of Full Release .....	40

Russell  
McLeagh

**DEED** dated 7 December 2011 (as amended and restated by the deed to which this deed is attached as an appendix)

## PARTIES

The Local Authorities Listed in Schedule 1  
("Initial Guarantors")

TEL Security Trustee (LGFA) Limited  
("Security Trustee")

## INTRODUCTION

- A. In consideration for the Guaranteed Creditors agreeing to make financial accommodation and/or other services available to the Principal Debtor from time to time at the request of each Initial Guarantor (as evidenced by an Initial Guarantor's entry into this deed), the Initial Guarantors have agreed to enter into this deed at the request of the Principal Debtor.
- B. The Security Trustee has agreed to enter into this deed as security trustee for the Guaranteed Creditors. The Security Trustee holds the benefit of this deed on trust for the Guaranteed Creditors under the terms of the Security Trust Deed.

## COVENANTS

### 1. INTERPRETATION

- 1.1 **Definitions in the Multi-issuer Deed:** Words and expressions defined in the Multi-issuer Deed (including in the Conditions to the Multi-issuer Deed) and used in this deed shall, unless the context otherwise requires, have the meanings given to them in the Multi-issuer Deed.
- 1.2 **Definitions:** In addition, in this deed, unless the context otherwise requires:
  - "Additional Guarantor" means a person which has become an Additional Guarantor in accordance with clause 12.4.
  - "Additional Relevant Proportion" has the meaning given to it in clause 3.4(c).
  - "Annual Rates Income" has the meaning given in the Multi-issuer Deed, as if references therein to "Issuer" were to "Guarantor".
  - "Beneficiary" has the meaning given to it in the Security Trust Deed.
  - "Defaulting Guarantor" has the meaning given to it in clause 3.4(c).
  - "Demand" means a demand for payment on a Guarantor in the relevant form, or substantially in the relevant form, set out in schedule 3, signed by on or behalf of the Security Trustee.

Russell  
McCaugh

**"Demand Confirmation"** has the meaning given to it in clause 3.5(e).

**"Disclosure Information"** has the meaning given to it in clause 16.12(a)(i).

**"Full Release"** means a letter from the Security Trustee to a Guarantor in the form, or substantially in the form, of part 2 of schedule 6.

**"Full Release Request"** means a letter from a Guarantor to the Security Trustee in the form, or substantially in the form, of part 1 of schedule 6.

**"Further Principal Debt Release"** means a letter from the Security Trustee to a Guarantor in the form, or substantially in the form, of part 2 of schedule 5.

**"Further Principal Debt Release Date"** has the meaning given to it in clause 15.1(g).

**"Further Principal Debt Release Request"** means a letter from a Guarantor to the Security Trustee in the form, or substantially in the form, of part 1 of schedule 5.

**"Further Relevant Amount"** has the meaning given to it in clause 3.4(e).

**"Guarantor Accession Deed"** means a deed in the form, or substantially in the form, of schedule 4.

**"Guaranteed Creditor"** means each creditor of the Principal Debtor that is a Beneficiary under or pursuant to the terms of the Security Trust Deed.

**"Guaranteed Money"** means, subject to clauses 15.1(f) and 15.1(g), when used with reference to a Guarantor, all amounts which that Guarantor (whether alone, or jointly, or jointly and severally with any other person) is, or may at any time become, liable (whether actually or contingently) to pay to the Security Trustee under this deed (for the benefit of any Guaranteed Creditor) and, when used without reference to a particular Guarantor, means the Guaranteed Money of the Guarantors collectively, and a reference to Guaranteed Money includes any part of it.

**"Guarantor"** means an Initial Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor pursuant to clause 15.2 or clause 15.3.

**"Indemnified Guarantor"** has the meaning given to it in clause 3.5(b).

**"LGFA Finance Document"** has the meaning given to it in the Security Trust Deed.

**"Local Authority"** means a Local Authority as defined in the Act.

**"Multi-issuer Deed"** means the deed dated 7 December 2011 between the Principal Debtor and various Local Authorities entitled "Multi-issuer Deed".

**"Non-Defaulting Guarantor"** has the meaning given to it in clause 3.4(c).

**"Partially Released Guarantor"** has the meaning given to it in clause 3.4(e).

**"Principal Debt"** means all amounts of any nature which the Principal Debtor (whether alone, or jointly, or jointly and severally with any other person) is, or may at any time become, liable (whether actually or contingently) to pay or deliver to one or more Guaranteed Creditors (whether alone, or jointly, or jointly and severally with any other person) under, pursuant to,

Russell  
McLeagh

or arising out of a LGFA Finance Document, and a reference to Principal Debt includes any part of it.

**"Principal Debtor"** means New Zealand Local Government Funding Agency Limited, a company incorporated in New Zealand.

**"Relevant Amount"** has the meaning given to it in clause 3.4(b).

**"Relevant Financial Year"** has the meaning given to it in clause 3.4(b).

**"Relevant Proportion"** has the meaning given to it in clause 3.4(b).

**"Sale Notice"** has the meaning given in the Shareholders' Agreement.

**"Security Trust Deed"** means the deed dated 7 December 2011 between the Security Trustee and the Principal Debtor entitled "Security Trust Deed".

**"Shortfall Amount"** has the meaning given to it in clause 3.4(c).

**"Transaction Documents"** means:

- (a) the "Transaction Documents" as defined in the Multi-issuer Deed; and
- (b) the LGFA Finance Documents,

and any document or agreement entered into by the Principal Debtor or any Guarantor (amongst others) for the purpose of amending, supplementing or novating any of the above.

**"Verified Statements"** has the meaning given to it in clause 16.12(a)(ii).

- 1.3 **References:** Except to the extent that the context otherwise requires, any reference in this deed to:

the **"dissolution"** of a person includes the bankruptcy of that person or, where that person is a company, its liquidation, administration, deed of company arrangement, creditors' compromise, scheme of arrangement or removal from the register, and also includes any equivalent or analogous procedure under the law of any relevant jurisdiction.

**"government"** includes central or local government, and **"governmental agency"** includes any government or any governmental, semi-governmental or judicial entity or authority, or legislative body, or any person or body charged with the administration of any law. It also includes any self-regulatory organisation established under statute or any stock exchange.

**"law"** includes common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, statute or other legislative measure, in each case of any jurisdiction whatever and **"lawful"** shall be construed accordingly.

**"person"** includes an individual, firm, company, corporation, unincorporated body of persons, organisation or trust, and any governmental agency or authority, in each case whether or not having separate legal personality.

**"security"** includes a guarantee or indemnity, a security interest (as construed and defined in the Personal Property Securities Act 1999), mortgage, lien, pledge, any interest in land of a security nature, any other security arrangement creating in effect security for the payment of a



Russell  
McEagh

monetary obligation or the observance of any other obligation, and any other arrangement having like economic effect over any property, assets or revenues.

"**tax**" includes any present or future tax, levy, impost, duty, rate, charge, fee, deduction or withholding of any nature and whatever called, imposed or levied by any government, governmental agency or authority, together with any interest, penalty, charge, fee or other amount imposed or made on, or in relation to, any of the foregoing.

**1.4 Miscellaneous:** Unless the context otherwise requires:

- (a) Headings are inserted for convenience only and do not affect interpretation of this deed.
- (b) References to a person include that person's successors, permitted assigns, executors and administrators (as applicable).
- (c) Unless the context otherwise requires the singular includes the plural and vice versa and words denoting individuals include other persons and vice versa.
- (d) References to any legislation or to any provision of any legislation are deemed to be references to that legislation or provision as from time to time amended, re-enacted or substituted and, unless the context otherwise requires, shall also include any statutory instruments issued under any such legislation or provision.
- (e) References to any document (however described) shall include references to such document as modified, novated, supplemented, varied or replaced from time to time.
- (f) Except where inconsistent with the context, the expression "**at any time**" also means from time to time.
- (g) A reference to "**including**", "**for example**" or "**such as**", when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind.
- (h) Unless otherwise stated, reference to a clause, schedule or part of a schedule is a reference to a clause of, or schedule to, or part of a schedule to, this deed.

**1.5 Capacity of the Security Trustee:**

- (a) The parties acknowledge that the Security Trustee holds the benefit of this deed on trust for the Guaranteed Creditors. Notwithstanding any other provision of any LGFA Finance Document, any liability incurred by the Security Trustee pursuant to this deed can be enforced against the Security Trustee only to the extent to which it can be satisfied out of the assets subject to the Security Trust Deed. This limitation of the Security Trustee's liability applies notwithstanding any other provision of this deed (other than paragraph (c)) and extends to:
  - (i) all liabilities and obligations of the Security Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction relating to any LGFA Finance Document; and

Russell  
McLeagh

- (ii) every delegate, attorney, agent or other similar person appointed by the Security Trustee.
- (b) Subject to paragraph (a), the Beneficiaries may not sue the Security Trustee personally or seek the appointment of a liquidator, administrator, receiver or similar person to the Security Trustee or prove in any liquidation, administration or arrangement of or affecting the Security Trustee.
- (c) Paragraphs (a) and (b) will not apply to any liability of the Security Trustee arising out of the fraud, gross negligence, wilful default or wilful breach of trust of or by the Security Trustee.
- (d) In addition to the rights and trusts conferred on the Security Trustee by any LGFA Finance Document, the Security Trustee shall have all the rights, privileges and immunities which gratuitous trustees have or may have in New Zealand, even though it is entitled to remuneration.

## 2. GUARANTEE AND INDEMNITY

- 2.1 **Guarantee:** Each Guarantor guarantees to the Security Trustee, for the benefit of the Guaranteed Creditors, the due payment or delivery by the Principal Debtor of the Principal Debt.
- 2.2 **Continuing guarantee:** In relation to each Guarantor the guarantee in this deed is a continuing guarantee and shall operate irrespective of any intervening payment, settlement of account or other matter or thing whatever, until the relevant Guarantor has received a Full Release from the Security Trustee pursuant to clause 15.2 or a written release from the Security Trustee pursuant to clause 15.3.
- 2.3 **Indemnity:** Each Guarantor indemnifies the Security Trustee, for the benefit of the Guaranteed Creditors, against:
  - (a) all claims, liabilities, damages, losses and payments; and
  - (b) all costs, charges and expenses (including legal expenses on a full indemnity basis and goods and services and similar taxes thereon),

suffered, incurred or sustained by any of the Guaranteed Creditors at any time as a direct or indirect consequence of any Principal Debt not being recoverable from a Guarantor under the guarantee given in clause 2.1, including as a result of the obligation to pay the Principal Debt becoming void, voidable or unenforceable.

## 3. OBLIGATIONS OF THE GUARANTORS

- 3.1 **Payment:** If the Principal Debtor does not pay any Principal Debt to any Guaranteed Creditor on its due date, each Guarantor shall upon demand being made in accordance with clause 3.4 pay to the Security Trustee (for the benefit of the Guaranteed Creditors) that Principal Debt in accordance with clause 3.4 (whether or not demand for payment has been made on the Principal Debtor or any other person).
- 3.2 **Payments to be free and clear:** The Guaranteed Money shall be paid:

Russell  
McLeagh

- (a) free and clear of any restriction or condition;
- (b) free and clear of and (except to the extent required by law) without any deduction or withholding on account of any tax; and
- (c) without any deduction or withholding on account of any other amount, whether by way of set-off, counterclaim or otherwise.

3.3 **Cleared funds:** Any Guaranteed Money received by the Security Trustee shall not satisfy a Guarantor's obligation to pay such amount until it is cleared and immediately available to the Security Trustee.

3.4 **Demands:**

- (a) The Security Trustee shall not make any demand for payment on a Guarantor under this deed except in accordance with this clause 3.4.
- (b) Subject to paragraph (e), if the Security Trustee wishes to make demand for payment of an amount (a "**Relevant Amount**") under this deed, it shall deliver a Demand to each Guarantor requiring the Guarantor to pay the proportion of the Relevant Amount (or, if sub-paragraph (e)(ii) applies, the proportion of that part of the Relevant Amount that is not a Further Relevant Amount) that the Guarantor's Annual Rates Income for the most recent financial year in respect of which all Guarantors have completed and adopted annual reports in accordance with sections 98 and 99 of the Act before the date of the Demand (the "**Relevant Financial Year**") bears to the aggregate Annual Rates Income of all Guarantors for the Relevant Financial Year (for each Guarantor, its "**Relevant Proportion**").
- (c) Subject to paragraph (e), if one or more Guarantors (each a "**Defaulting Guarantor**") fails to pay in full its Relevant Proportion of a Relevant Amount within two Business Days after receipt of a Demand under paragraph (b) (the aggregate of all amounts unpaid by the Defaulting Guarantors by the end of that period being the "**Shortfall Amount**"), the Security Trustee may deliver a further Demand to each Guarantor other than the Defaulting Guarantors (each a "**Non-Defaulting Guarantor**") requiring that Non-Defaulting Guarantor to pay the proportion of the Shortfall Amount that its Annual Rates Income for the Relevant Financial Year bears to the aggregate Annual Rates Income of all Non-Defaulting Guarantors for the Relevant Financial Year (for each Non-Defaulting Guarantor, its "**Additional Relevant Proportion**").
- (d) Subject to paragraph (e), if one or more Non-Defaulting Guarantors fails to pay in full its Additional Relevant Proportion of a Shortfall Amount within two Business Days after receipt of a Demand under paragraph (c) (including pursuant to the operation of this paragraph (d)), the Security Trustee may deliver a further Demand to each other Non-Defaulting Guarantor, and the provisions of paragraph (c) (and, in the event of a further subsequent default, this paragraph (d)) shall apply to the relevant shortfall amount (as if it were a "Shortfall Amount") and such other Non-Defaulting Guarantors (such that the "Additional Relevant Proportion" is determined having regard only to the Annual Rates Income of such Non-Defaulting Guarantors, and no other Guarantors). For the avoidance of doubt, the parties agree that paragraph (c) and this paragraph (d) shall, in respect of each Relevant Amount, continue to apply until the Relevant Amount has been paid in full to the Security Trustee.

Russell  
McEagh

- (e) If, by reason of having received a Further Principal Debt Release, one or more Guarantors (each a "**Partially Released Guarantor**") is not liable under this deed (by reason of the operation of clause 15.1(f) or 15.1(g)) in respect of:
  - (i) all of a Relevant Amount, paragraphs (b), (c) and (d) shall apply in relation to that Relevant Amount only in respect of the Guarantors other than the Partially Released Guarantors;
  - (ii) part of a Relevant Amount (a "**Further Relevant Amount**"), the Security Trustee must deliver a separate Demand in respect of the Further Relevant Amount to each of the Guarantors other than the Partially Released Guarantors, and the provisions of paragraphs (b), (c) and (d) shall apply in relation to the Further Relevant Amount (as if it were a "Relevant Amount") only in respect of those Guarantors.

### 3.5 Proportionate sharing of liabilities:

- (a) It is the intention of the Guarantors that each Relevant Amount, and each Further Relevant Amount, shall be borne by the Guarantors, or the relevant Guarantors, as applicable, in accordance with their respective Relevant Proportions.
- (b) If one or more Guarantors or relevant Guarantors contributes more in payment of a Relevant Amount or a Further Relevant Amount, as applicable, pursuant to the operation of clause 3.4 than its Relevant Proportion of that Relevant Amount or Further Relevant Amount, as applicable (each such Guarantor being an "**Indemnified Guarantor**"), each Guarantor or relevant Guarantor, as applicable, other than the Indemnified Guarantors shall indemnify each Indemnified Guarantor upon demand in respect of each such excess amount.
- (c) In making payment in respect of excess amounts under the indemnity in paragraph (b), account shall be taken of any amounts which an Indemnified Guarantor has actually received or recovered by reason of having exercised (whether through the Security Trustee or otherwise) any right (including of subrogation) against the Principal Debtor, in respect of the Relevant Amount or the Further Relevant Amount.
- (d) Subject to paragraph (c), each Guarantor or relevant Guarantor will be required to make indemnity payments under this clause 3.5 until all such Guarantors have contributed (whether to the Security Trustee or to Indemnified Guarantors) their Relevant Proportion of the Relevant Amount or the Further Relevant Amount, as applicable, as contemplated by paragraph (a).
- (e) Where the Security Trustee has, following receipt of a written request from an Indemnified Guarantor, confirmed (in writing) ("**Demand Confirmation**") that:
  - (i) no Demand is outstanding; and
  - (ii) the Security Trustee has not (as at the date of such Demand Confirmation) received any request under the Security Trust Deed to make a Demand,

an Indemnified Guarantor may exercise against the relevant Guarantors its right to be indemnified under this clause 3.5, provided however that, such Indemnified

Russell  
McLeagh

Guarantor must immediately cease seeking any such indemnity when a Demand is made.

3.6 **No competition:** No Guarantor shall (unless requested to do so by the Security Trustee):

- (a) take, accept or continue to hold any security from the Principal Debtor or any other person who has given any security to the Security Trustee or any other Guaranteed Creditor for any Principal Debt;
- (b) subject to clause 3.5(e), exercise any right or take the benefit of subrogation, contribution or indemnity, or require marshalling, or claim the benefit of any security now or in the future held by the Security Trustee or any other Guaranteed Creditor for the payment of any Principal Debt;
- (c) take steps to recover (whether directly or by set-off, counterclaim or otherwise), or accept, money or other property, or exercise, enforce or receive the benefit of any rights (including by way of set-off), in respect of any amount due (whether actually or contingently) from the Principal Debtor to that Guarantor; or
- (d) claim or prove in the dissolution of the Principal Debtor or any other person in competition with the Security Trustee or any other Guaranteed Creditor.

3.7 **Guarantor to account:** If, notwithstanding, and in breach of, clause 3.5 or clause 3.6, a Guarantor:

- (a) takes, accepts or continues to hold any such security, money or other property from the Principal Debtor, or from any person who has given any security to the Security Trustee or any other Guaranteed Creditor for any Principal Debt or receives the benefit of a set-off; or
- (b) proves in that Guarantor's own name in the dissolution of the Principal Debtor, or of any other person who has given any security to the Security Trustee or any other Guaranteed Creditor for any Principal Debt (whether or not the Security Trustee or, as applicable, that other Guaranteed Creditor has required that Guarantor to do so, or has consented to that Guarantor doing so), for all or any part of any amount due (whether actually or contingently) from the Principal Debtor or such other person to a Guarantor,

that Guarantor shall immediately pay or transfer to the Security Trustee all such security, money, other property or the benefit of set-off, or all amounts received by that Guarantor in relation to any such proof, and all interest accruing thereon, until the Principal Debt is discharged in full and, until that payment or transfer is made, shall hold such security, money or other property, or the benefit of that proof or set-off, and all interest thereon, on trust for the Security Trustee in an amount not exceeding the Principal Debt then outstanding.

#### 4. NATURE AND EXTENT OF OBLIGATIONS

4.1 **Unconditional and irrevocable:** Each obligation of a Guarantor under this deed is, subject to clause 3.4, unconditional and irrevocable and enforceable notwithstanding that any instrument (negotiable or otherwise) relating to all or any part of the Principal Debt may still be outstanding at the date of enforcement.

Russell  
McEagh

- 4.2 **Liable as principal:** Each Guarantor's liability under this deed shall be as a principal debtor and not merely as a surety.
- 4.3 **Other securities:** This deed is in addition to and not in substitution for, is collateral to, and shall not prejudicially affect or be prejudicially affected by, any other security or right which the Security Trustee or any other Guaranteed Creditor may have in respect of any Principal Debt. Any security given by a Guarantor to the Security Trustee (whether given before or after the date of this deed) shall constitute security for the Guaranteed Money.
- 4.4 **Initial Documentation:** Each Initial Guarantor shall, on the date of this deed, deliver the following documents (each of which must be in form and substance satisfactory to the Security Trustee) to the Security Trustee:
- (a) a duly executed first ranking Security Stock Certificate in favour of the Security Trustee in respect of that Guarantor's obligations under this deed;
  - (b) a certificate of compliance for the purposes of section 118 of the Act in relation to the Guarantor's obligations under this deed and the Security Stock Certificate described in paragraph (a);
  - (c) a legal opinion addressed to the Security Trustee from legal counsel acceptable to the Security Trustee in relation to that Guarantor's entry into this deed and the issuance of the first ranking Security Stock Certificate described in paragraph (a);
  - (d) evidence that all necessary regulatory and statutory authorisations, consents, approvals and licences in relation to its entry into this deed and the issuance of the first ranking Security Stock Certificate described in paragraph (a) have been obtained and are current and satisfactory; and
  - (e) notification of the Annual Rates Income in the Financial Statements of the Guarantor in the most recent financial year for which all Initial Guarantors have prepared and adopted an annual report in accordance with sections 98 and 99 of the Act.

## 5. RIGHTS OF THE SECURITY TRUSTEE

- 5.1 **Discretions:** The Security Trustee may at any time:
- (a) determine whether or not to enforce this deed or any other security or right;
  - (b) enforce this deed without first taking steps or proceedings against the Principal Debtor or any other person;
  - (c) make any arrangement or compromise with the Principal Debtor or any other person which the Security Trustee thinks fit; and
  - (d) retain, carry to an interest bearing suspense account, and appropriate at the Security Trustee's discretion, any amount received by the Security Trustee under this deed until the Principal Debt has been paid and satisfied in full.
- 5.2 **No prejudice:** The Security Trustee's rights under this deed are without prejudice, and in addition, to any other right to which the Security Trustee is at any time entitled (whether under

Russell  
McAugh

this deed or by law, contract or otherwise), and subject to clause 3.4, may be exercised by the Security Trustee without prior notice to the relevant Guarantor, the Principal Debtor or any other person.

## 6. GROSS-UP

- 6.1 If a Guarantor is required by law to make any deduction or withholding from any amount paid or payable by that Guarantor under this deed then:
- (a) the relevant Guarantor shall ensure that any such deduction or withholding does not exceed the legal minimum and shall pay the amount required to be so deducted, withheld, or paid to the relevant authority before the date on which penalties attach thereto;
  - (b) the amount payable by the relevant Guarantor in respect of which that deduction or withholding is required to be made shall, if the Principal Debtor would have been required to pay an increased amount had the Principal Debtor been required to make the relevant deduction or withholding, be increased to the extent necessary to ensure that after that deduction or withholding is made the Security Trustee receives and retains (free from any liability in respect of any such deduction or withholding) a net amount equal to the amount which the Security Trustee would have received and so retained had no such deduction or withholding been made; and
  - (c) the relevant Guarantor shall promptly deliver to the Security Trustee a receipt issued by the applicable authority evidencing that such deduction or withholding has been made.

## 7. CURRENCY INDEMNITY

- 7.1 **Currency of payment:** Any amount which a Guarantor is required to pay under this deed in respect of the Principal Debt shall be paid in the currency in which the Principal Debtor is obliged to pay the corresponding amount.
- 7.2 **Extent of satisfaction of each Guarantor's obligation:** If any Guaranteed Money is received by the Security Trustee in a currency ("**first currency**") other than the currency ("**second currency**") in which it is payable (whether as a result of obtaining or enforcing an order or judgment, the dissolution of any person or otherwise), the amount received shall only satisfy the relevant Guarantor's obligation to pay such amount to the extent of the amount in the second currency which the Security Trustee is able, in accordance with reasonable practice, to purchase with the amount received in the first currency on the date of that receipt (or, if it is not practicable to make that purchase on that date, on the first date upon which it is practicable to do so).
- 7.3 **Indemnity:** Each Guarantor indemnifies the Security Trustee against:
- (a) any loss sustained by the Security Trustee as a result of the amount purchased by the Security Trustee in the second currency pursuant to clause 7.2 being less than the amount due; and
  - (b) all costs and expenses incurred by the Security Trustee in purchasing the second currency.

Russell  
McLeagh

## 8. DEFAULT INTEREST

- 8.1 **Default interest payable:** If a Guarantor fails to pay any Guaranteed Money when due ("overdue amount"), that Guarantor shall pay interest ("default interest") on that overdue amount from its due date until it is paid in full (both before and after any judgment) at the rate per annum determined by the Security Trustee to be equal to the aggregate of 5% per annum and the cost to the relevant Guaranteed Creditor of funding the overdue amount, as advised by the relevant Guaranteed Creditor to the Security Trustee and by the Security Trustee to the relevant Guarantor.
- 8.2 **Calculation of default interest:** Default interest shall be calculated and payable by reference to successive periods of a duration selected by the Security Trustee from time to time (or in the absence of such selection, a period of one month), each of which (other than the first, which shall begin on and include the due date) shall begin on the last day of the previous period, and shall be payable on the last day of each period in respect of which it is calculated and on the date of payment of each overdue amount. Any default interest which is not paid when due shall be added to the overdue amount in respect of which it is payable and shall itself bear interest in accordance with this clause 8.
- 8.3 **Credit to be given:** In calculating the amount of any default interest under this clause 8, credit shall be given, to the extent necessary to avoid any double counting, for any interest payable by the Principal Debtor in the nature of default interest which is included in the Principal Debt.

## 9. REPRESENTATIONS AND ACKNOWLEDGEMENTS

- 9.1 **Representations:** Each Guarantor represents and warrants to the Security Trustee in relation to itself that:
- (a) **Status:** it is either a territorial authority or regional council named as a local authority in Schedule 2 to the Act;
  - (b) **Power:** it has the power generally to enter into, exercise its rights and perform and comply with its obligations under this deed and the other Transaction Documents to which it is a party;
  - (c) **Authorisations:** it has taken all necessary action required on its part to authorise the entry into, execution and delivery of this deed and the other Transaction Documents to which it is a party and the performance of all obligations expressed to be binding on it;
  - (d) **Obligations legally binding:** its obligations under this deed and the other Transaction Documents to which it is a party constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to laws affecting creditors' rights generally and (as to enforceability) to equitable principles of general application);
  - (e) **No conflict:** neither the entry by it into, nor the performance by it of, this deed and the other Transaction Documents to which it is a party will:



Russell  
McLeagh

- (i) conflict with or result in a breach of, any agreement, document, arrangement, obligation or duty to which it is a party or by which it or any of its assets may be bound; or
- (ii) violate or contravene any law to which it is subject;
- (f) **Protected transaction:** for the purposes of section 117 of the Act, the entry by the Guarantor into, and the performance by the Guarantor of, this deed and the other Transaction Documents to which it is a party:
  - (i) is in compliance with the Act;
  - (ii) is not contrary to any provision of the Act;
  - (iii) is within the capacity, rights and powers of the Guarantor; and
  - (iv) is for a purpose authorised by either the Act or another Act,

provided that the Security Trustee acknowledges that section 117 of the Act does not apply to any CCO Guarantee given by the Guarantor in respect of a CCO Issuer; and
- (g) **Ranking of obligations:** its obligations under this deed are secured by the Debenture Trust Deed and rank, and will at all times rank, rateably and at least equally in right and priority of payment with all other first ranking secured money under the Debenture Trust Deed.

9.2 **Repetition:** Each Guarantor shall be deemed to repeat the representations and warranties in clause 9.1 on the first day of each month during the term of this deed by reference to the facts and circumstances then existing, until that Guarantor is released in full from its obligations under this deed.

9.3 **Acknowledgements:** Each Guarantor acknowledges:

- (a) for the benefit of the Security Trustee and each other Guaranteed Creditor, in entering into this deed, that it did not rely on any statement, representation, warranty or information of any nature provided to it by or on behalf of any person (including the Security Trustee, any other Guaranteed Creditor, the Principal Debtor or any other Guarantor);
- (b) that the Security Trustee is not under any duty to disclose information to a Guarantor, or to do or execute anything, relating to the affairs of the Principal Debtor with the Security Trustee; and
- (c) that the Security Trustee may disclose any information which the Security Trustee may have concerning a Guarantor to a potential assignee or any other person with whom the Security Trustee may wish to enter into contractual relations in connection with any Principal Debt.

## 10. ATTORNEY

10.1 Each Guarantor irrevocably appoints the Security Trustee and every officer of the Security Trustee, individually, to be the attorney of that Guarantor ("**Attorney**") (with full power to

Russell  
McLeagh

delegate the Attorney's powers to any person for any period and to revoke any such delegation) to, on behalf of that Guarantor, do anything which, in the Attorney's opinion, is desirable to protect the Security Trustee's or any other Guaranteed Creditor's interests under this deed, and each Guarantor hereby ratifies anything done by the Attorney or any delegate in accordance with this clause.

## 11. LIABILITY NOT PREJUDICED

**11.1 Liability not prejudiced:** Neither the liability of any Guarantor, nor any of the rights of the Security Trustee, under this deed shall be affected or discharged by anything which, but for this clause 11.1, might operate to affect or discharge the liability of, or otherwise provide a defence to, that Guarantor (whether or not known to that Guarantor, the Security Trustee or any other person), including:

- (a) any limitation or incapacity of, or affecting, the Principal Debtor, the Security Trustee or any other Guaranteed Creditor;
- (b) the granting of any time, credit, indulgence or other concession, to the Principal Debtor or any other person by the Security Trustee or any other Guaranteed Creditor;
- (c) any amendment to, or variation of, this deed or any other document, or the Principal Debtor or a Guarantor not receiving notice of any such amendment or variation;
- (d) any other person joining in this deed or giving any other security, or failing or being incompetent to join in this deed or give any other security, or failing to become legally bound to the Security Trustee as intended under any such security;
- (e) the liability of the Principal Debtor or any other person to a Guaranteed Creditor in respect of any of the Principal Debt ceasing from any cause whatever (including release or discharge by a Guaranteed Creditor or the Security Trustee), or any other person failing to become legally bound to a Guaranteed Creditor or the Security Trustee as intended or to perform any of their respective obligations to a Guaranteed Creditor or the Security Trustee;
- (f) failure by the Principal Debtor or any other person to provide any security which has been requested by the Security Trustee or any other person;
- (g) any security held or taken in respect of, or any transaction relating to, any Principal Debt being void, voidable, unenforceable, defective or informal, or being released, partially released, discharged, partially discharged or varied in any way;
- (h) any compounding, compromise, release, abandonment, waiver, variation, relinquishment or renewal, of any agreements, securities, documents of title or assets, or any of the rights of the Guaranteed Creditors or the Security Trustee against the Principal Debtor or any other person;
- (i) the enforcement of, or failure to enforce, any rights of the Security Trustee or any other Guaranteed Creditors under this deed or any other document, or under any law;

Russell  
McLeagh

- (j) the dissolution of the Principal Debtor or any other person, or the appointment of any receiver, receiver and manager, statutory manager, voluntary administrator, or similar person, or the establishment of any compromise, deed of company arrangement or other arrangement, in respect of the Principal Debtor or any other person;
- (k) the amalgamation, change in constitution, status or control, or reconstruction or reorganisation, of the Principal Debtor, the Security Trustee, any other Guaranteed Creditor or any other person;
- (l) any failure by the Security Trustee or any other Guaranteed Creditor to present, demand, or give notice in respect of, any negotiable instrument;
- (m) the making or granting by a Guaranteed Creditor (whether alone or together with any other person) to, or at the request of, the Principal Debtor (whether alone or together with any other person) of further advances or accommodation or the withdrawal or restriction by a Guaranteed Creditor of any advances or accommodation, or a Guarantor not receiving notice of any such making, granting, withdrawal or restriction;
- (n) any variation to the terms of, or replacement or rearrangement of, any advance made, or accommodation granted, by a Guaranteed Creditor (whether alone or together with any other person) to, or at the request of, the Principal Debtor (whether alone or together with any other person), or a Guarantor not receiving notice of any such variation, replacement or rearrangement;
- (o) the powers of any person purporting to act on behalf of the Principal Debtor in relation to the incurring of any Principal Debt proving to be defective in any respect;
- (p) anything done, or omitted or neglected to be done, by the Security Trustee or any other Guaranteed Creditor, whether in exercise of the rights, powers and remedies vested in the Security Trustee or any other Guaranteed Creditor by this deed or any other document, or otherwise;
- (q) the Principal Debtor or a Guarantor not receiving notice of any Local Authority becoming an Additional Guarantor or of any release under this deed (including, the Principal Debtor or a Guarantor not receiving a copy of any Further Principal Debt Release or Full Release in accordance with clause 15.1 or 15.2); or
- (r) any other matter or thing whatsoever, other than a release of this deed under clause 15.3 (or, as applicable, a Guarantor ceasing to be a Guarantor in accordance with clause 15.2).

## 12. CHANGES TO THE PARTIES

- 12.1 **Deed binding:** This deed is binding on, and is for the benefit of, the parties and their respective successors, permitted assigns and transferees.
- 12.2 **Guarantor may not assign:** No Guarantor may assign or transfer any of its rights or obligations under this deed without the prior written consent of the Security Trustee.

Russell  
McAugh

12.3 **Security Trustee may assign:** The Security Trustee may assign and transfer its rights and obligations under this deed to any successor security trustee appointed in accordance with the Security Trust Deed without the consent of any Guarantor. Any such successor security trustee is to have the same rights against the Guarantors under this deed as if named in this deed as the Security Trustee.

12.4 **Additional Guarantors:**

- (a) A Local Authority:
  - (i) who is to become a holder of ordinary shares in the Principal Debtor;
  - (ii) who is to become an Issuer under the Multi-issuer Deed; or
  - (iii) who is an existing Issuer under the Multi-issuer Deed and is required to accede to this deed as an Additional Guarantor,

may become an Additional Guarantor if:

  - (iv) the Local Authority has delivered to the Security Trustee a duly completed and executed Guarantor Accession Deed; and
  - (v) the Security Trustee has received all of the documents and other evidence listed in schedule 2 in relation to that Local Authority, each in form and substance satisfactory to the Security Trustee.
- (b) The Security Trustee shall notify the relevant Local Authority and the Principal Debtor (who shall notify each other Guarantor) promptly upon being satisfied that it has received (in form and substance satisfactory to it) all the documents and other evidence listed in schedule 2.

13. **NOTICES**

13.1 **Writing:** Each notice or other communication to be given or made by a party under this deed shall:

- (a) **Writing:** be given or made in writing by facsimile, email or letter and be signed by the sender or an authorised officer of the sender;
- (b) **Address:** be given or made to that party at the address, email address or facsimile number, and marked for the attention of the person (if any), from time to time designated by that party to the other for the purposes of this deed;
- (c) **Deemed delivery:** not be effective until received by that party, and any such notice or communication shall be deemed to be received by that party:
  - (i) (if given or made by letter) when left at the address of that party or five Business Days after being put in the post, postage prepaid, and addressed to that party at that address;
  - (ii) (if given or made by facsimile) upon production of a transmission report by the machine from which the facsimile was sent which indicates that

Russell  
McEagh

the facsimile was sent in its entirety to the facsimile number of the recipient; or

- (iii) (if given or made by email) when dispatched in tangible, readable form by the sender to the email address advised by the recipient from time to time,

provided that any notice or communication received or deemed received after 5 pm on a working day in the place to which it is sent, or on a day which is not a working day in that place, will be deemed not to have been received until the next working day in that place.

- 13.2 **Initial address and numbers:** The initial address, facsimile number and contact person (if any) designated by:

- (a) each Initial Guarantor, are set out next to the name of that Initial Guarantor in Schedule 1; and
- (b) the Security Trustee, are set out under its execution block in this deed.

#### 14. COSTS

- 14.1 **Costs:** The Guarantors shall pay to the Security Trustee upon Demand all of the Security Trustee's costs, losses and liabilities on a full indemnity basis (including legal expenses on a full indemnity basis and goods and services and similar taxes thereon) incurred or sustained by the Security Trustee in connection with:

- (a) the negotiation, preparation, signing, administration and release of this deed;
- (b) the exercise, enforcement or preservation, or attempted or contemplated exercise, enforcement or preservation, of any right under this deed, or in suing for or recovering any Guaranteed Money; and
- (c) the consideration and/or granting of any waiver or consent under, or the consideration and/or giving of any variation or release of, this deed.

- 14.2 **Stamp duty and taxes:** The Guarantors shall pay all stamp, documentary, transaction, registration and other like duties and taxes (including fines, interest and penalties), if any, which may be payable or determined to be payable in connection with the signing, delivery, registration, performance, exercise of any right under, or enforcement or variation of, this deed, and each Guarantor shall indemnify the Security Trustee upon Demand against all liabilities with respect to, or resulting from, any delay or omission to pay any such duties or taxes.

#### 15. RELEASE AND REINSTATEMENT

- 15.1 **Release of a Guarantor in respect of further Principal Debt:**

- (a) A Guarantor may request to be released from all liability under this deed for or in relation to further Principal Debt to be incurred by the Principal Debtor, by delivering to the Security Trustee a duly completed Further Principal Debt Release Request.

Russell  
McCaugh

- (b) A Guarantor may not deliver a Further Principal Debt Release Request unless:
  - (i) that Guarantor:
    - (aa) is not a holder of ordinary shares in the Principal Debtor; or
    - (bb) has given a valid Sale Notice in accordance with the Shareholders' Agreement in respect of all of its ordinary shares in the Principal Debtor, and was in accordance with clause 10.6 of the Shareholders' Agreement permitted to transfer such shares within the period referred to in that clause, but despite its commercially reasonable endeavours to do so, was unable to effect such a transfer in that period; and
  - (ii) all amounts which may be or become payable by that Guarantor and, where the Guarantor is a CCO Shareholder, the relevant CCO Issuer(s) to the Principal Debtor under or in connection with the Multi-issuer Deed and the Securities issued by it and the relevant CCO Issuer(s) (if any) have been irrevocably paid in full.
- (c) Where a Guarantor has delivered a Further Principal Debt Release Request in accordance with this clause 15, provided that all amounts which may be or become payable by that Guarantor and, where the Guarantor is a CCO Shareholder, the relevant CCO Issuer(s) to the Principal Debtor under or in connection with any financial indebtedness of the Guarantor or relevant CCO Issuer(s) owed to the Subscriber have been irrevocably paid in full, any arrangements for the provision of debt funding to the Guarantor and (if applicable) relevant CCO Issuer(s) by the Subscriber are immediately and irrevocably cancelled.
- (d) The Guarantor shall provide evidence of the satisfaction of the conditions in sub-paragraphs (b)(i) and (b)(ii) by delivering to the Security Trustee:
  - (i) in relation to the condition in sub-paragraph (b)(i) either:
    - (aa) a certified copy of the share register of the Principal Debtor showing that the Guarantor is not a holder of ordinary shares in the Principal Debtor; or
    - (bb) written confirmation signed by a director of the Principal Debtor that the condition at sub-paragraph (b)(i)(bb) has been met,

(and the Principal Debtor agrees to provide the documents described above upon receiving reasonable notice from the Guarantor and provided the condition in sub-paragraph (b)(i) has been satisfied); and
  - (ii) in relation to the condition in sub-paragraph (b)(ii), written confirmation signed by a director of the Principal Debtor that the condition has been met.
- (e) The Security Trustee must accept a duly completed Further Principal Debt Release Request if it is satisfied (acting reasonably) that the conditions set out in sub-paragraphs (d)(i) and (d)(ii) have been met.

Russell  
McLeagh

- (f) The Security Trustee shall notify the relevant Guarantor of its acceptance of the Further Principal Debt Release Request by delivering a Further Principal Debt Release to the relevant Guarantor and a copy to the Principal Debtor (who shall notify each other Guarantor).
- (g) From the date of the Further Principal Debt Release (for a Guarantor, the "**Further Principal Debt Release Date**"), the relevant Guarantor:
  - (i) shall be released from all liability under this deed in respect of all Principal Debt for which the Principal Debtor becomes actually or contingently liable after the Further Principal Debt Release Date; and
  - (ii) shall continue to be liable under this deed in respect of all Principal Debt for which the Principal Debtor is actually or contingently liable as at the Further Principal Debt Release Date (including, for the avoidance of doubt, any amounts actually or contingently payable under any swap transactions entered into by the Principal Debtor on or prior to the Further Principal Debt Release Date),

and the "Guaranteed Money" of that Guarantor shall be construed accordingly.
- (h) Notwithstanding any provision of this deed to the contrary, a Guarantor that has received a Further Principal Debt Release under this clause 15.1 shall have no liability under clauses 2.1, 2.3, 3.1, 7.3 and 14 for any amounts whatsoever relating to or otherwise in respect of Principal Debt for which the Principal Debtor becomes actually or contingently liable after the Further Principal Debt Release Date relating to that Guarantor (and the "Guaranteed Money" of that Guarantor shall be construed accordingly).

**15.2 Full release of a Guarantor:**

- (a) Where the Security Trustee has delivered a Further Principal Debt Release to a Guarantor, that Guarantor may, at any time after the date of the Further Principal Debt Release, request to be released from all liability under this deed by delivering to the Security Trustee a duly completed Full Release Request attaching written confirmation from the Principal Debtor (signed by a director of the Principal Debtor) that all Principal Debt for which that Guarantor was liable under this deed has been irrevocably paid in full.
- (b) The Security Trustee shall accept a duly completed Full Release Request complying with the requirements of paragraph (a) by delivering a Full Release to that Guarantor and a copy to the Principal Debtor (who shall notify each other Guarantor) as soon as is reasonably practicable following receipt of the Full Release Request.
- (c) On and from the date of the Full Release, the relevant Guarantor shall be released from all liability under this deed.

**15.3 Release of other Guarantors:** Subject to clauses 15.1 and 15.2, the Security Trustee shall not be obliged to sign or deliver a release of this deed unless the Security Trustee is satisfied that:

- (a) the Security Trustee has received all the Guaranteed Money; and

Russell  
McLeagh

- (b) no payment received, or to be received, by the Security Trustee may be avoided, or required to be repaid by the Security Trustee, whether under any law relating to insolvency or otherwise.

15.4 **Reinstatement:** If any payment received or recovered by the Security Trustee, or any other person on behalf of the Security Trustee, is or may be avoided, whether by law or otherwise, then:

- (a) such payment shall be deemed not to have affected or discharged the liability of a Guarantor under this deed or any other security given by a Guarantor in favour of the Security Trustee, and the Security Trustee and each Guarantor shall be restored to the position in which each would have been if such payment had not been received or recovered; and
- (b) the Security Trustee shall be entitled to exercise all its rights under this deed which it would have been entitled to exercise if such payment had not been received or recovered,

notwithstanding that the Security Trustee may have signed a release pursuant to this clause 15.

## 16. MISCELLANEOUS

16.1 **Partial invalidity:** If at any time any provision of this deed is or becomes illegal, invalid or unenforceable in any respect under the law of any relevant jurisdiction, that illegality, invalidity or unenforceability shall not affect the enforceability of the remaining provisions of this deed, nor shall the legality, validity or enforceability of any provision under the law of any other jurisdiction be in any way affected or impaired thereby.

16.2 **No implied waivers:** Time shall be of the essence in respect of performance by a Guarantor of its obligations under this deed, but no failure on the part of the Security Trustee or any other Guaranteed Creditor to exercise, and no delay on its part in exercising, any right, power or remedy under this deed or any other document relating to any Principal Debt shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

16.3 **Remedies cumulative:** The rights, powers and remedies provided in this deed are in addition to, and not exclusive of, any rights, powers or remedies provided by law.

16.4 **Consents:** The Security Trustee may give or withhold any approval or consent under this deed in its absolute discretion, and either conditionally or unconditionally.

16.5 **Enforcement:** It shall not be necessary for the Security Trustee to incur any expense or make any payment before enforcing any of the Security Trustee's rights in respect of any obligation of any Guarantor under this deed.

### 16.6 **Payments on Demand:**

- (a) For the avoidance of doubt, all amounts payable to the Security Trustee under this deed (including all costs and all amounts payable under any indemnity) shall be payable by the relevant Guarantor upon Demand being made on that Guarantor in



Russell  
McLeagh

accordance with the terms of clause 3.4, and form part of the Guaranteed Money of that Guarantor.

- (b) Each Demand shall be in writing, may be made by facsimile, email or letter, signed by the Security Trustee or an authorised officer of the Security Trustee and must be received in legible form by the relevant Guarantor at the address, email address or facsimile number, and marked for the attention of the person (if any), from time to time designated by that Guarantor to the Security Trustee for the purposes of this deed.

16.7 **Separate obligations:** Each of the obligations of the Guarantors under the indemnity given in clause 2.3, and under clauses 3.7, 6, 7, 8 and 14, constitute continuing obligations, separate and independent from each of the Guarantors' other obligations under this deed and shall survive payment of the Principal Debt and termination or release of this deed, provided that, the obligations of the Guarantors under clauses 2.3 and 14 are each subject to clauses 3.4 and 3.5.

16.8 **Certificates:** A certificate of the Security Trustee as to any amount or fact which might reasonably be expected to be within the Security Trustee's knowledge shall be prima facie evidence of such amount or fact.

16.9 **Annual Rates Income:**

- (a) Each Guarantor shall deliver to the Security Trustee each annual report completed and adopted by it in accordance with sections 98 and 99 of the Act no later than five months after the end of each of its financial years.
- (b) Each Guarantor shall, upon request (in writing) from the Security Trustee, provide the Security Trustee with any such completed and adopted annual report sooner than the five month period referred to in this clause if the Security Trustee advises that it is required for the purposes of clause 3.4.
- (c) Each Guarantor shall include its Annual Rates Income for the relevant financial year in the audited financial statements (or notes thereto) included in each annual report referred to in this clause 16.9, as a separate identifiable amount.
- (d) In the event of any dispute or uncertainty as to the Annual Rates Income of a Guarantor, the Security Trustee shall determine the amount of that Annual Rates Income, and provided the Security Trustee acts in good faith, that determination shall be binding on all the parties.

16.10 **Obligations of Guarantors:** This deed binds each of the Guarantors which has executed it (or which has become party to this deed by executing a Guarantor Accession Deed) even though one or more of the named Guarantors may never execute this deed.

16.11 **Disclosure by Security Trustee:** Each Guarantor consents to and authorises the Security Trustee to provide any Guaranteed Creditor with information concerning its affairs, financial condition or business which comes into the possession of the Security Trustee from time to time.

16.12 **Offer documents:** Each Guarantor undertakes that:

- (a) it will promptly:

Russell  
McLeagh

- (i) and in any event within 15 Business Days following receipt of a request from the Principal Debtor, provide the Principal Debtor with all information in relation to itself which the Principal Debtor reasonably requests for the purposes of preparing an offering document. The information provided by the Guarantor under this sub-paragraph (a)(i) and paragraph (b) being, "**Disclosure Information**"; and
  - (ii) and in any event within 10 Business Days following receipt of a draft offering document from the Principal Debtor, (acting reasonably and in writing) approve, or provide suggested amendments to, statements in the draft offering document relating to the Guarantor, as identified in writing by the Principal Debtor when providing the draft offering document to the Guarantor ("**Verified Statements**"). Nothing in this clause 16.12 entitles the Guarantor to suggest amendments to any statement in a draft offering document other than those which relate to itself; and
- (b) if it becomes aware of any event having occurred as a result of which any Verified Statement or Disclosure Information would:
- (i) be false or misleading, or likely to mislead;
  - (ii) not be true and accurate in all material respects; or
  - (iii) omit any fact in relation to the Guarantor the omission of which would make misleading in any material respect any Verified Statement or Disclosure Information,

it will promptly notify the Principal Debtor and provide the Principal Debtor with any information required by the Principal Debtor in order to amend or supplement the Offering Document within 10 Business Days of receipt of a request from the Principal Debtor. The provisions of sub-paragraph (a)(ii) shall apply to any draft amendment or supplement to any Offering Document as if such document was a "draft offering document", provided that the timeframe in sub-paragraph (a)(ii) shall be deemed to be 5 Business Days.

16.13 **Contract and Commercial Law Act:** For the purposes of the Contract and Commercial Law Act 2017 the provisions of clause 16.12 are intended to confer a benefit upon the Principal Debtor and to be enforceable by the Principal Debtor directly.

## 17. COUNTERPARTS

17.1 **Counterparts:** This deed may be signed in any number of counterparts, all of which will together constitute one and the same instrument, and any of the parties may execute this deed by signing any such counterpart.

## 18. GOVERNING LAW AND JURISDICTION

18.1 **Governing law:** This deed shall be governed by, and construed in accordance with, the laws of New Zealand, and the parties hereby submit to the non-exclusive jurisdiction of the courts of New Zealand.

Russell  
McLeagh

**19. NO CROWN GUARANTEE**

- 19.1 The parties acknowledge that the obligations and liabilities of the Principal Debtor under this deed are not guaranteed by the Crown.

**APPENDIX 3**

**Amended and Restated Notes Subscription Agreement**

**(please note this is not the full Amendment and Restatement Deed  
- this can be provided on request)**

Russell  
McAugh

# Notes Subscription Agreement

---

## **PARTIES**

New Zealand Local Government Funding Agency Limited  
**Issuer**

The Local Authorities Listed in Schedule 1  
**Principal Shareholders**

3756986 v7

Russell  
McLeagh

## CONTENTS

1.	INTERPRETATION.....	1
2.	ACCESSION OF LOCAL AUTHORITY AS A SUBSCRIBER .....	5
2A.	ACCESSION OF CCO AS A SUBSCRIBER .....	6
3.	OBLIGATIONS SEVERAL .....	7
4.	ISSUE AND SUBSCRIPTION.....	7
5.	LIMITED RIGHTS FOR SUBSCRIBERS.....	9
6.	INTEREST .....	9
7.	REDEMPTION .....	9
8.	CONVERSION .....	10
9.	PAYMENTS .....	13
10.	REGISTER.....	14
11.	RANKING OF NOTES .....	14
12.	SUBORDINATION .....	14
13.	NOTICES .....	16
14.	AMENDMENTS.....	16
15.	MISCELLANEOUS.....	17
16.	GOVERNING LAW .....	18
17.	NO CROWN GUARANTEE .....	18
	SCHEDULE 1 - PRINCIPAL SHAREHOLDERS.....	20
	SCHEDULE 2 - FORM OF ACCESSION DEED.....	25

Russell  
McLeagh

**AGREEMENT** dated 7 December 2011 (as amended and restated by the deed to which this agreement is attached as an appendix)

## PARTIES

New Zealand Local Government Funding Agency Limited  
("Issuer")

The Local Authorities Listed in Schedule 1  
("Principal Shareholders")

## INTRODUCTION

- A. The Issuer and the Principal Shareholders wish to record the arrangements agreed between them in relation to the issue of Borrower Notes by the Issuer from time to time to the Principal Shareholders, and other Local Authorities or CCOs that may accede to this agreement, as Subscribers.
- B. This agreement records those arrangements.

## AGREEMENT

### 1. INTERPRETATION

- 1.1 **Definitions:** In this agreement, unless the context otherwise requires:

"**Accession Deed**" means a deed in the form, or substantially in the form, of schedule 2.

"**Amortising Security**" has the meaning given to it in the Conditions.

"**Amortised Redemption Amount**" means, in relation to an Amortising Security, as at any date, the aggregate LG Redemption Amount that the relevant Subscriber (in its capacity as issuer of that LG Security) has repaid to the Issuer in respect of that LG Security in accordance with its terms.

"**Borrowed Money Indebtedness**" means any indebtedness of the Issuer to a person (other than indebtedness owed to a Subscriber in respect of Borrower Notes) in respect of money borrowed or raised or any other financial accommodation whatsoever in the nature of, or having a similar economic effect to, borrowing or raising money, including indebtedness under or in respect of a negotiable or other financial instrument, guarantee, interest or currency exchange hedge or other arrangement of any kind (calculated on a net and marked to market basis).

"**Borrower Note**" means each note issued by the Issuer under this agreement.

"**BN Percentage**" means, in respect of a date:

- (a) from 7 December 2011 until (and excluding) the Initial BN Change Date, 1.6%; and

Russell  
McLeagh

- (b) from (and including) the Initial BN Change Date, 2.5% or such other percentage approved by the board of the Issuer and notified (in writing) by the Issuer to all Subscribers from time to time as being applicable from (and including) the date specified in such notification.

**"BN Percentage Period"** means, in relation to a BN Percentage, the period during which that BN Percentage applies (in respect of the then current BN Percentage) or was applicable (in respect of any historic BN Percentage).

**"Business Day"** means a day (other than a Saturday, Sunday or public holiday) on which registered banks are generally open for business in Christchurch, Wellington and Auckland.

**"CCO Subscriber"** means a Subscriber that is a CCO.

**"Commercial Paper"** means in relation to a Subscriber, any securities issued by the Subscriber under the Multi-issuer Deed which have a maturity date falling no more than 364 days after the issue date of those securities.

**"Companies Act"** means the Companies Act 1993.

**"Constitution"** means the Issuer's constitution.

**"Conversion"** means the conversion of Borrower Notes into Redeemable Shares in accordance with this agreement and **"Convert"**, **"Convertible"** and **"Converted"** shall be construed accordingly.

**"Conversion Date"** means the date specified as such in a Conversion Notice, which may be a day on or following the date of the Conversion Notice.

**"Conversion Notice"** has the meaning given to it in clause 8.1.

**"Early Redemption Date"** has the meaning given to it in clause 7.1(c).

**"Extension Notice"** has the meaning given to it in clause 8.6.

**"FMC Act"** means the Financial Markets Conduct Act 2013.

**"Initial BN Change Date"** means, and includes, the date of the deed to which this agreement is attached as an appendix.

**"Issue Date"** means, in relation a Borrower Note, the date on which the Borrower Note is issued, as recorded as such in the Register. The Issue Date of a Borrower Note shall be the same as the "Issue Date" of the related LG Securities issued by the Subscriber under the Multi-issuer Deed.

**"Issue Price"** means:

- (a) in relation to Borrower Notes issued to a Subscriber on a particular date under clause 4.1, an amount equal to the aggregate Principal Amount of those Borrower Notes determined in accordance with clause 4.1(a); and
- (b) in relation to Borrower Notes issued to a Subscriber following the giving of a Top-up Notice, an amount equal to the aggregate Principal Amount of the Borrower Notes to be issued to the Subscriber as specified in the Top-up Notice.



Russell  
McLeagh

**"Interest Rate"** means the interest rate applicable to a Borrower Note from time to time as determined by the Issuer, which interest rate shall be a percentage rate (p.a.) and shall be determined by the Issuer by reference to the applicable interest rate which is (or would be) payable by the Issuer in respect of the Borrowed Money Indebtedness it incurs to subscribe for the LG Securities to which the Borrower Note relates, and includes the Issuer's "issuance margin", being all of the Issuer's costs and expenses relating to that Borrowed Money Indebtedness (including, without limitation, dealer fees, commissions, listing fees and any Approved Issuer Levy which is or may be payable by the Issuer under the terms of that Borrowed Money Indebtedness). The interest rate determined by the Issuer must not include any additional spread to its issuance margin which it applies in determining the interest rate for the applicable LG Security.

**"LG Interest Rate"** means:

- (a) in relation to an LG Security which is a Floating Rate Security or Fixed Rate Security, the "Interest Rate" for that LG Security; and
- (b) in relation to an LG Security which is a Zero Coupon Security, the "annual yield" for the LG Security.

**"LG Issue Price"** means, in relation to a Tranche of LG Securities, the "Issue Price" as specified in the applicable Final Terms, expressed as a dollar amount.

**"LG Redemption Amount"** means, in relation to a LG Security, the "Principal Amount" as specified in the applicable Final Terms.

**"LG Securities"** means, in relation to a Subscriber, the securities issued by the Subscriber under the Multi-issuer Deed, but excluding any Commercial Paper.

**"Local Authority"** means a local authority as defined in the Local Government Act 2002.

**"Maturity Date"** means, in relation to any Borrower Notes issued to a Subscriber, the date specified as such in the Register. Subject to clause 8.6, the Maturity Date of a Borrower Note shall be the same as the "Maturity Date" of the related LG Securities issued by the Subscriber under the Multi-issuer Deed.

**"Multi-issuer Deed"** means the deed dated on or about the date of this agreement between New Zealand Local Government Funding Agency Limited and various Local Authorities entitled "Multi-issuer Deed".

**"Principal Amount"** means, for each Borrower Note, \$1.00.

**"Redeemable Share"** has the meaning given to it in the Constitution.

**"Redemption Amount"** means, in relation to a Borrower Note, an amount equal to:

- (a) the Principal Amount or, in the case of a Borrower Note that is issued in relation to a LG Security that is an Amortising Security, the amount of the Principal Amount that remains outstanding as at the Maturity Date, Early Redemption Date, Sale Redemption Date or Conversion Date (as applicable); and

Russell  
McLeagh

- (b) the aggregate of interest accrued and unpaid on the Borrower Note from (and including) the Issue Date to (but excluding) the Maturity Date, Early Redemption Date, Sale Redemption Date or Conversion Date (as applicable).

**"Registrar"** means the Issuer or such other person appointed by the Issuer to maintain the Register on the Issuer's behalf.

**"Register"** means the register of Borrower Notes established and maintained by the Issuer in accordance with this agreement.

**"Repo Arrangement"** has the meaning given to it in clause 7.1(b).

**"RWT-Exempt Status"** has the meaning given to it in the Taxation (Annual Rates for 2017–18, Employment and Investment Income, and Remedial Matters) Act 2018.

**"Sale Redemption Date"** has the meaning given to it in clause 7.1(b).

**"Securities Act"** means the Securities Act 1978.

**"Senior Creditors"** means all creditors (present and future) of the Issuer:

- (a) whose claims are or would be admitted in the Winding-Up of the Issuer; and
- (b) who are not the holders of indebtedness, the right to payment of which by its terms is, or is expressed to be, subordinated in the event of the Winding-Up of the Issuer to the claims of all unsubordinated creditors of the Issuer.

**"Shareholders' Agreement"** has the meaning given to it in the Constitution.

**"Subscriber"** means a Local Authority set out in schedule 1 or any other Local Authority or CCO which is or becomes a Subscriber in accordance with clause 2.3 or 2A.3 (as applicable).

**"Subscription Price"** means, in relation to a Subscriber, an amount equal to the Redemption Amount of the Borrower Notes held by that Subscriber that are required to be Converted as determined under clauses 8.1 and 8.2.

**"Top-up Notice"** has the meaning given to it in clause 4.3(a).

**"Winding Up"** means any procedure, brought or instigated by any person, for the dissolution of the Issuer otherwise than for the purposes of, and followed by, an amalgamation or solvent reconstruction on terms previously approved by the Subscribers, and **"Wound Up"** shall have a corresponding meaning.

- 1.2 **Multi-issuer Deed:** Words and expressions defined in the Multi-issuer Deed and used in this agreement shall have the same meanings in this agreement, unless the context requires otherwise.

- 1.3 **References:** Except to the extent that the context otherwise requires, any reference in this agreement to:

an **"authorisation"** includes:

Russell  
McLeagh

- (a) any consent, authorisation, registration, filing, agreement, notarisation, certificate, permission, licence, approval, authority or exemption from, by or with a governmental agency; or
- (b) in relation to anything which will be proscribed or restricted in whole or part by law if a governmental agency intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of such period without such intervention or action.

a "**clause**" or "**schedule**" is a reference to a clause of, or schedule to, this agreement.

"**dollars**" and "**\$**" means the lawful currency of New Zealand.

the "**dissolution**" of any person includes the bankruptcy, winding up or liquidation of that person, and any equivalent or analogous procedure under the law of any jurisdiction in which that person is incorporated, domiciled or resident or carries on business or has assets.

"**indebtedness**" means any obligation (whether present or future, actual or contingent, secured or unsecured, as principal or surety or otherwise) for the payment or repayment of money.

#### 1.4 **Miscellaneous:**

- (a) The introduction to and headings in this agreement are inserted for convenience only and shall be ignored in construing this agreement.
- (b) Unless the context otherwise requires words denoting only the singular number shall include the plural and vice versa and words denoting any gender shall include all genders.
- (c) References to any legislation or to any provision of any legislation are deemed to be references to that legislation or provision as from time to time amended, re-enacted or substituted and, unless the context otherwise requires, shall also include any statutory instruments issued under any such legislation or provision.
- (d) References to any document (however described) shall include references to such document as modified, novated, supplemented, varied or replaced from time to time.
- (e) References to any party to this agreement or any other document shall include its successors or permitted assigns.
- (f) References to a time of day are references to New Zealand time unless otherwise stated.
- (g) Anything which may be done at any time may also be done from time to time.

## 2. **ACCESSION OF LOCAL AUTHORITY AS A SUBSCRIBER**

### 2.1 **Local Authority to sign Accession Deed:** A Local Authority may become a Subscriber under this agreement by:

- (a) completing and signing an Accession Deed and delivering it to the Issuer;

Russell  
McCaugh

- (b) delivering to the Issuer a legal opinion from counsel acceptable to the Issuer in a form satisfactory to the Issuer;
  - (c) providing the Issuer with evidence (in a form satisfactory to the Issuer) that all necessary regulatory and statutory authorisations, consents, approvals and licences in relation to its entry into this agreement and the Accession Deed have been obtained and are current and satisfactory; and
  - (d) providing the Issuer with such evidence or documentation as the Issuer may require so as to be satisfied that the Subscriber is permitted to be a party to this agreement and subscribe for Borrower Notes in accordance with clause 15.4(a).
- 2.2 **Subscriber to countersign Accession Deed:** On receipt of the documents described in clause 2.1 in form and substance satisfactory to the Issuer, the Issuer shall:
- (a) countersign the counterpart of the Accession Deed;
  - (b) enter the Accession Deed in a register kept by it (which shall be conclusive); and
  - (c) retain one counterpart and deliver the other to the relevant Local Authority.
- 2.3 **Accession effective:** On an Accession Deed being countersigned by the Issuer in accordance with clause 2.2, the Local Authority shall be bound by this deed as if it were a party hereto and named herein as a Subscriber.
- 2A. ACCESSION OF CCO AS A SUBSCRIBER**
- 2A.1 **CCO to sign Accession Deed:** A CCO may become a Subscriber under this agreement by:
- (a) completing and signing and procuring each LA shareholder to sign an Accession Deed and delivering it to the Issuer;
  - (b) delivering to the Issuer a legal opinion from counsel acceptable to the Issuer in a form satisfactory to the Issuer;
  - (c) providing the Issuer with evidence (in a form satisfactory to the Issuer) that all necessary regulatory and statutory authorisations, consents, approvals and licences in relation to its and each LA Shareholder's entry into this agreement and the Accession Deed have been obtained and are current and satisfactory; and
  - (d) providing the Issuer with such evidence or documentation as the Issuer may require so as to be satisfied that the Subscriber is permitted to be a party to this agreement and subscribe for Borrower Notes in accordance with clause 15.4(a).
- 2A.2 **Subscriber to countersign Accession Deed:** On receipt of the documents described in clause 2A.1 in form and substance satisfactory to the Issuer, the Issuer shall:
- (a) countersign the counterpart of the Accession Deed;
  - (b) enter the Accession Deed in a register kept by it (which shall be conclusive); and
  - (c) retain one counterpart and deliver the other to the relevant CCO.

Russell  
McLeagh

- 2A.3 **Accession effective:** On an Accession Deed being countersigned by the Issuer in accordance with clause 2A.2, the CCO shall be bound by this deed as if it were a party hereto and named herein as a Subscriber.

### 3. OBLIGATIONS SEVERAL

- 3.1 The obligations of each Subscriber under this agreement are several. No Subscriber shall be responsible for the obligations of any other Subscriber under this agreement. The failure of a Subscriber to perform its obligations under this agreement shall not release any other Subscriber from its obligations under this agreement.

### 4. ISSUE AND SUBSCRIPTION

- 4.1 **Issue and subscription relating to issue of LG Securities:** Subject to clause 15.4, on each date on which a Subscriber issues LG Securities to the Issuer under the Multi-issuer Deed:
- (a) the Issuer shall issue to the Subscriber Borrower Notes in an aggregate Principal Amount (rounded to the nearest dollar, with \$0.50 being rounded up) equal to the BN Percentage on that date of the LG Issue Price of the related LG Securities; and
  - (b) the Subscriber shall subscribe for those Borrower Notes and pay to the Issuer the Issue Price for those Borrower Notes.
- 4.2 **Set-off:** On each Issue Date, unless the Issuer and the relevant Subscriber agree otherwise, the Subscriber's obligation to pay the Issue Price to the Issuer automatically shall be set-off against the Issuer's obligation to pay the LG Issue Price to the Subscriber for the related Tranche of LG Securities.
- 4.3 **Issue and subscription following Conversion:**
- (a) If, following the Conversion of Borrower Notes in accordance with clause 8.1, in respect of each BN Percentage Period and a Subscriber:
    - (i) the aggregate Principal Amount of Borrower Notes (in respect of related LG Securities issued by the Subscriber during that BN Percentage Period) held by the Subscriber;

is less than:

    - (ii) the BN Percentage for that BN Percentage Period of the LG Issue Price of the related LG Securities (issued by the Subscriber during that BN Percentage Period) and then held by the Issuer (less, where the related LG Securities are Amortising Securities, the aggregate Amortised Redemption Amount of such Amortising Securities on the date of the Top-up Notice),

(such a BN Percentage Period a "Relevant BN Percentage Period") the Issuer may, by giving written notice to the Subscriber ("Top-up Notice") require the Subscriber on the date specified in the Top-up Notice (which must be a date not less than 3 months after the date of the Top-up Notice) to subscribe for such

Russell  
McLeagh

number of additional Borrower Notes as are required to be issued to the Subscriber so that:

- (iii) the aggregate Principal Amount of Borrower Notes (in respect of related LG Securities issued by the Subscriber during that BN Percentage Period) held by the Subscriber;

will be equal to:

- (iv) the BN Percentage for that BN Percentage Period of the LG Issue Price of those related LG Securities (issued by the Subscriber during that BN Percentage Period) and then held by the Issuer (less, where the related LG Securities are Amortising Securities, the aggregate Amortised Redemption Amount of such Amortising Securities on the date of the Top-up Notice).
- (b) If a Subscriber receives a Top-up Notice in accordance with clause 4.3(a), on the date specified in the Top-up Notice as the date on which the additional Borrower Notes are to be issued:
    - (i) the Issuer shall, subject to the board of directors of the Issuer complying with section 49 of the Companies Act, issue to the Subscriber the amount of Borrower Notes as is specified in the Top-up Notice; and
    - (ii) the Subscriber shall subscribe for those Borrower Notes and pay to the Issuer the Issue Price for those Borrower Notes.
  - (c) The Issuer shall not give a Top-up Notice to a Subscriber in accordance with clause 4.3(a) unless it gives a Top-up Notice in respect of all Relevant BN Percentage Periods of that Subscriber and at the same time to all other Subscribers who meet the criteria set out in clause (a) in respect of all Relevant BN Percentage Periods of those other Subscribers, with the intent that the requirement to subscribe for additional Borrower Notes is made to all applicable Subscribers, provided that the Issuer is not obliged to deliver a Top-up Notice to a Subscriber that does not meet the criteria set out in clause 15.4(a) as at the date of the Top-Up Notice.
  - (d) For the purposes of this clause 4.3, LG Securities which have been sold by the Issuer pursuant to a Repo Arrangement shall be treated as being held by the Issuer.
  - (e) Where the Issuer proposes to give Top-up Notice(s) under clause (a) it may require a Subscriber to provide evidence or documentation in accordance with clause 15.4(b).

4.4 **Creation and issue:** Borrower Notes are issued and created by the Registrar entering into the Register the particulars of the Borrower Notes.

4.5 **Warranty:** Each Subscriber warrants:

- (a) as at the date it becomes a Subscriber, that it is permitted to be a party to this agreement in accordance with clause 15.4(a); and

Russell  
McLeagh

- (b) as at the date it subscribes for any Borrower Notes, it met the criteria set out in clause 15.4(a) as at the date the offer of the Borrower Notes was made to it by the Issuer and continues to meet the criteria as at the date it subscribes for the Borrower Notes.

## 5. LIMITED RIGHTS FOR SUBSCRIBERS

- 5.1 **No voting rights:** The Borrower Notes do not confer on a Subscriber any right to attend and/or vote at any meeting of the Issuer.
- 5.2 **Corporate events:** The Borrower Notes do not confer on any Subscriber the right to participate in any rights issue or bonus issues of the Issuer.
- 5.3 **Transfer:** The Borrower Notes are not transferrable by a Subscriber, except with the prior written approval of the Issuer or in accordance with clause 8.5(ia).

## 6. INTEREST

- 6.1 Interest shall accrue on the Principal Amount of each Borrower Note at the applicable Interest Rate. Interest shall accrue daily, shall not compound and, subject to clause 8.3, shall be paid to the relevant Subscriber on the Maturity Date.

## 7. REDEMPTION

- 7.1 **Redemption:** The Issuer shall redeem each Borrower Note (in full) on the earliest of:
- (a) its Maturity Date;
  - (b) the date the Issuer ceases to be the holder of the related LG Security (other than pursuant to a repurchase arrangement with the Reserve Bank of New Zealand ("**Repo Arrangement**") ("**Sale Redemption Date**"); and
  - (c) the date the Subscriber redeems the related LG Security (in full), other than on the "Maturity Date" of that LG Security, in accordance with the terms and conditions applicable to that LG Security ("**Early Redemption Date**").

Such redemption is to be made in accordance with this clause 7, provided however that, clause 7.1(c) shall not apply to any Borrower Note to which clause 8.6 applies.

- 7.2 **Redemption by set-off:** Where a Borrower Note is being redeemed on its Maturity Date or Early Redemption Date, unless:
- (a) the Issuer and the relevant Subscriber agree otherwise; or
  - (b) clause 8.6 applies to the Borrower Note,
- (in which case clause 7.4 shall apply), and subject to clause 12.1, the Issuer's obligation to pay the Redemption Amount to the Subscriber automatically shall be set-off against the Subscriber's obligation to pay the LG Redemption Amount (or portion thereof) for the related LG Securities and accrued and unpaid interest thereon (if any).

Russell  
McCaugh

7.3 **Payment in instalments:** If a Borrower Note is issued in relation to a LG Security that is an Amortising Security:

- (a) the Principal Amount of the Borrower Note shall be repayable in instalments on each of the same dates (each an "instalment date") that a portion of the LG Redemption Amount of the related LG Security is repayable;
- (b) the amount of the Principal Amount of the Borrower Note that is repayable on each instalment date shall be an amount that bears the same proportion to the Principal Amount as the amount of the LG Redemption Amount repayable on the instalment date bears to the LG Redemption Amount of the related LG Security; and
- (c) unless the Issuer and the relevant Subscriber agree otherwise or the Issuer has ceased to be the holder of the corresponding LG Security and subject to clause 12.1, the Issuer's obligation to repay a portion of the Principal Amount of the Borrower Note on an instalment date automatically shall be set-off against the Subscriber's obligation to repay the portion of the LG Redemption Amount of the related LG Security on the instalment date.

7.4 **Redemption other than by set-off:** Where a Borrower Note is being redeemed on its Sale Redemption Date or, if in accordance with clause 7.2, this clause 7.4 applies to the redemption of a Borrower Note, on the applicable redemption date the Issuer shall, subject to clause 12.1, redeem the Borrower Note by paying the Redemption Amount to the Subscriber.

## 8. CONVERSION

8.1 **Right to Convert:** If, following the Issuer having made calls for all unpaid capital of the Issuer to be paid in full, the board of directors of the Issuer has determined that there is a risk of imminent default by the Issuer under the terms of any of its Borrowed Money Indebtedness the Issuer may, by giving written notice to each Subscriber ("**Conversion Notice**") elect to Convert such number of the Borrower Notes as the Issuer determines.

8.2 **Pro rata Conversion:** If a Conversion Notice is given in accordance with clause 8.1, the Conversion shall be made proportionally across all Borrower Notes so that the proportionate holdings of Borrower Notes by each Subscriber remains unchanged (subject, in the case of a CCO Subscriber, to the transfers of Borrower Notes required to its LA Shareholders under clause 8.5) following the Conversion (unless all Borrower Notes are Converted).

8.3 **Conversion:** If a Conversion Notice is given in accordance with clause 8.1, on the Conversion Date, the number of Redeemable Shares to be issued to each Subscriber that is a Local Authority (including, in respect of a CCO Subscriber, each LA Shareholder, as contemplated by clause 8.5(ia)) on Conversion of the relevant Borrower Notes shall be determined by the Issuer in accordance with the following formula:

$$N = RA \div IP$$

Where:

N = the number of Redeemable Shares to be issued to the Subscriber (rounded to the nearest whole unit, with 0.5 being rounded up);



Russell  
McCaugh

RA = the aggregate Redemption Amount of the Borrower Notes held by the Subscriber that are to be Converted on the Conversion Date; and

IP = \$1.00, being the issue price per Redeemable Share.

8.4 **Selection by Issuer:** The Issuer shall select the Borrower Notes held by each Subscriber that are to be Converted on a Conversion Date in accordance with clause 8.2 and, if it is not also the Registrar, shall notify the Registrar of the selection.

8.5 **Settlement:** On the relevant Conversion Date without the need for any further act or step by the Issuer, any Subscriber or any other person:

(ia) first, each Borrower Note held by a CCO Subscriber (that is to be Converted on the Conversion Date) shall be automatically and immediately transferred to each LA Shareholder in the number determined by the following formula:

$$N = \text{TBN} \times (\text{SH} / \text{TSH})$$

Where:

N = the number of Borrower Notes to be transferred to the LA Shareholder (rounded up or down to the nearest whole unit at the Issuer's discretion);

TBN = the total number of Borrower Notes held by the CCO Subscriber that are to be Converted on the Conversion Date;

SH = the number of equity securities in the CCO Subscriber held by the LA Shareholder; and

TSH = the aggregate number of equity securities in the CCO Subscriber held by the LA Shareholders.

The consideration for such transfer shall be as agreed between the CCO Subscriber and relevant LA Shareholder;

(a) second:

(i) each Borrower Note to be Converted will immediately be required to be redeemed for its Redemption Amount;

(ii) each Subscriber holding such Borrower Note that is to be Converted agrees to subscribe for the number of Redeemable Shares to be issued to it (calculated in accordance with clause 8.3);

(iii) each Subscriber agrees to pay the Subscription Price to the Issuer on the Conversion Date in consideration for the Issuer issuing Redeemable Shares to it on the Conversion Date;

(iv) the Issuer will immediately and irrevocably apply, on the Subscriber's behalf, the Redemption Amount of the Borrower Notes required to be Converted in satisfaction of the Subscription Price for the Redeemable Shares to be issued to that Subscriber (calculated in accordance with clause 8.3); and

Russell  
McCaugh

- (v) the Issuer shall (in respect of each Subscriber) issue to that Subscriber the number of Redeemable Shares to be issued to it (calculated in accordance with clause 8.3), enter the name of that Subscriber in the share register of the Issuer as the holder of such Redeemable Shares, and issue to that Subscriber a share certificate for such Redeemable Shares; and
- (b) if requested by the Issuer, each Subscriber shall (if that Subscriber is not an existing shareholder of the Issuer) deliver a signed deed of accession to the Shareholders' Agreement. The Subscriber shall (upon entry of its name in the share register in accordance with clause (a)) be deemed to have agreed to be bound by the terms of the Shareholders' Agreement in the event it does not sign such a deed of accession.

8.6 **Exception:** If the board of directors of the Issuer determines:

- (a) having taken legal advice, that the Issuer cannot, with sufficient certainty, determine that it is able to (in compliance with all laws) Convert Borrower Notes; or
- (b) that the Issuer cannot, with sufficient certainty, determine that it is able to (in compliance with all laws) Convert Borrower Notes on or before a date it considers appropriate having regard to the risk of default referred to in clause 8.1,

then the Issuer may, in lieu of Converting Borrower Notes under clause 8.1, by giving written notice to each Subscriber ("**Extension Notice**"), elect to extend the Maturity Date (for such period as the Issuer determines) of such number of Borrower Notes as the Issuer determines. If an Extension Notice is given under this clause 8.6, the extension shall be made in respect of the Borrower Notes that would otherwise have been Converted in accordance with clause 8.2.

8.7 **Effect of Conversion:** Notwithstanding anything to the contrary in any Transaction Document:

- (a) if a Borrower Note is transferred to a LA Shareholder in accordance with clause 8.5(ia), then with effect from the Conversion Date:
  - (i) the LA Shareholder will be the holder of the Borrower Note; and
  - (ii) the Borrower Note will immediately be required to be Converted in accordance with clause 8.5(a); and
- (b) if a Borrower Note is required to be Converted in accordance with clause 8.5(a):
  - (i) all of the Issuer's obligations to pay, and the relevant Subscriber's rights to receive, interest on the Borrower Note (including any accrued but unpaid interest) are immediately and irrevocably terminated, and interest will cease to accrue on the Borrower Note; and
  - (ii) clause 7 will cease to apply to the Borrower Note.

Russell  
McLeagh**9. PAYMENTS**

- 9.1 **Payments:** Unless otherwise agreed in writing between the parties and subject to clauses 4.2, 7.2, 7.3(c), 8.5(a) and 9.4, all amounts payable under this agreement shall be paid in dollars in immediately available funds to the respective bank account each party may nominate from time to time.
- 9.2 **Payments to be free and clear:** All amounts payable under this agreement shall be paid:
- (a) on an irrevocable basis free and clear of any restriction or condition;
  - (b) free and clear of and (except to the extent required by law) without any deduction or withholding on account of any tax. If any such deduction or withholding is required, the Issuer shall not be required to pay any additional amounts in respect of the amounts deducted or withheld; and
  - (c) unless otherwise agreed in writing and subject to clauses 4.2, 7.2, 7.3(c), 8.5(a) and 9.4, without any deduction or withholding on account of any other amount, whether by way of set-off, counterclaim or otherwise.
- 9.3 **Resident Withholding Tax:** New Zealand resident withholding tax will be deducted from payments of interest (or payments deemed by law to be interest) to Subscribers who are tax resident unless an appropriate exemption certificate is produced to the Issuer (or, on or after 1 April 2020, the Issuer is satisfied that the relevant Subscriber has RWT-Exempt Status) on or before the date 10 days before the date of the relevant payment.
- 9.4 **No gross-up:** The Issuer will not be required to and will not make any additional payment by way of gross-up or otherwise with respect to the deduction or withholding from any payment made in respect of the Borrower Notes under clause 9.3. If, in respect of any Borrower Note, the Issuer becomes liable to make any payment of, or on account of, tax payable by any Subscriber, then the Issuer shall be indemnified by the relevant Subscriber in respect of such liability. Any moneys paid by the Issuer in respect of such liability may be recovered from the Subscriber as a debt due to the Issuer and may be withheld from any further payments to that Subscriber. Nothing in this clause will prejudice or affect any other right or remedy of the Issuer.
- 9.5 **Maximum rate:** Deductions of resident withholding tax will be made at the maximum rates from time to time applicable unless a Subscriber provides evidence to the Issuer (acceptable to it) that a lesser rate is applicable.
- 9.6 **Tax status:** The Issuer shall be entitled for the purposes of this clause 9 to rely, without further enquiry, upon any statement made by or on behalf of a Subscriber in relation to that Subscriber's tax status or tax residency.
- 9.7 **Refund of payments:** If any payment received or recovered by a Subscriber or any other person on behalf of the Subscriber is or may be avoided, whether by law or otherwise, then:
- (a) such payment shall be deemed not to have affected or discharged the liability of the Issuer under this agreement and the Subscriber shall, to the maximum extent permitted by law, be restored to the position in which it would have been if such payment had not been received or recovered; and

Russell  
McEagh

- (b) the Subscriber shall be entitled to exercise all rights which the Subscriber would have been entitled to exercise if such payment had not been received or recovered.

9.8 **Business Days:** Any payment which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

## 10. REGISTER

10.1 **Register:** The Issuer agrees to establish and maintain the Register in which the Issuer will record such details as it considers fit, including:

- (a) the name and address of each Subscriber;
- (b) the Issue Date and Maturity Date (and any extension made under clause 8.6) of the Borrower Notes;
- (c) the related LG Securities; and
- (d) each redemption or Conversion of the Borrower Notes.

10.2 **Register conclusive:** Each Subscriber and the Issuer is:

- (a) entitled to rely upon the entries in the Register as constituting the sole and conclusive record of each Borrower Note and as to the person entitled to the Borrower Notes; and
- (b) to have the power, in its absolute discretion, to correct (or, in the case of the Subscriber and in respect of its Borrower Notes only, require correction of) the Register if the Register is incorrect.

10.3 **Inspection:** The Issuer shall make that part of the Register that relates to a Subscriber available for inspection by a Subscriber at the Issuer's principal place of business during normal office hours upon receiving reasonable notice from the Subscriber.

10.4 **Appointment of Registrar:** The Issuer shall be entitled to appoint an appropriately qualified person to maintain the Register in accordance with clause 10.1 on its behalf.

## 11. RANKING OF NOTES

11.1 The Borrower Notes are unsecured debt securities issued by the Issuer, subordinated in accordance with clause 12, and an unsecured liability of the Issuer. The Borrower Notes rank pari passu without any preference among themselves. The Issuer may issue securities ranking equally with or in priority to the Borrower Notes.

## 12. SUBORDINATION

12.1 **Subordination:** The rights and claims of Subscribers are, in a Winding Up of the Issuer, subordinated to the claims of the Senior Creditors (with the intent that all claims of Senior

Russell  
McCaugh

Creditors shall be paid in full before any claims of the Subscribers are paid), and prior to the commencement of a Winding Up of the Issuer:

- (a) the obligation of the Issuer to make any payment in respect of the Borrower Notes is conditional upon the Issuer being solvent at the time the relevant payment falls due; and
- (b) no payment shall be made in respect of the Borrower Notes except to the extent that the Issuer may make such payment and still be solvent immediately thereafter.

**12.2 Solvency:**

- (a) For the purposes of clause 12.1, the Issuer shall be considered to be solvent at any time if at that time it is able to meet the solvency test in section 4 of the Companies Act.
- (b) A certificate as to whether the Issuer is solvent signed by two authorised signatories of the Issuer shall be prima facie evidence of the information contained therein.

**12.3 Contingent debt:** On a Winding Up of the Issuer, the Subscribers shall only be entitled to prove for any sum payable in respect of the Borrower Notes as a debt which is subject to and contingent upon prior payment in full of the Senior Creditors. Each Subscriber agrees, and by subscribing for a Borrower Note each Subscriber of the Borrower Note will be deemed to agree, that:

- (a) in accordance with section 313(3) of the Companies Act, it is accepting a lower priority in respect of the debt represented by the Borrower Note than that which it would otherwise have under section 313; and
- (b) nothing in section 313 will prevent this agreement from having effect in accordance with its terms.

**12.4 No set-off:** No Subscriber shall be entitled to set-off against any amounts due in respect of the Borrower Notes held by that Subscriber any amount held by the Subscriber to the credit of the Issuer or otherwise to reduce the amount due to such Subscriber in respect of a Borrower Note by merger of accounts or lien or the exercise of any other rights of like effect, except to the extent permitted by clause 7.2 or 7.3(c). To the extent any set-off (other than a set-off permitted by clause 7.2 or 7.3(c)), merger, lien or other right is required by law to be exercised that exercise shall be subject to clause 12.5.

**12.5 Trust:** Any payment, whether voluntarily or in any other circumstances, received by a Subscriber from or on account of the Issuer (including by way of credit, set-off or otherwise) or from any liquidator, receiver, manager or statutory manager of the Issuer in breach of this clause 12 will be held by the relevant Subscriber in trust for and to the order of the Senior Creditors. The trust hereby created shall be for a term expiring on the earlier of the date on which all Senior Creditors have been paid in full or eighty years (or such longer period as permitted by law) from the date of this agreement. No Subscriber shall have any obligation under this clause 12 in respect of any payment received by anyone other than itself.

**12.6 Contract and Commercial Law Act:** For the purposes of the Contract and Commercial Law Act 2017 the provisions of this clause 12 are intended to confer a benefit upon the Senior Creditors and to be enforceable by the Senior Creditors directly, but no consent of the

Russell  
McLeagh

Senior Creditors shall be required to any modification or amendment to this clause 12 in accordance with clause 14.

### 13. NOTICES

13.1 **Writing:** Each notice or other communication to be given or made under this agreement to any person must:

- (a) **Writing:** be given or made in writing by email or letter and be signed by the sender or an authorised officer of the sender;
- (b) **Address:** be given or made to the recipient at the address or email address, and marked for the attention of the person (if any), from time to time designated by the recipient to the other for the purposes of this agreement;
- (c) **Deemed delivery:** not be effective until received by the recipient, and any such notice or communication shall be deemed to be received:
  - (i) (if given or made by letter) when left at the address of the recipient or 5 Business Days after being put in the post, postage prepaid, and addressed to the recipient at that address; or
  - (ii) (if given or made by email) when dispatched in tangible, readable form by the sender to the email address advised by the recipient from time to time,

provided that any notice or communication received or deemed received after 5pm on a working day in the place to which it is sent, or on a day which is not a working day in that place, shall be deemed not to have been received until the next working day in that place.

13.2 **Initial address and numbers:** The initial address, email address and person (if any) designated for the purposes of this agreement, are set out below:

- (a) **The Subscribers:** those details set out under the heading "Details for notices" for the relevant Subscriber in schedule 1 or otherwise provided in the relevant Accession Deed.
- (b) **The Issuer:**

City Chambers  
Level 8, 142 Featherston Street  
PO Box 5704, Wellington, 6145

Email: lgfa@lgfa.co.nz  
Attention: Chief Executive

### 14. AMENDMENTS

14.1 This agreement shall not be amended except with the written agreement of the Issuer and all of the Subscribers, provided that the Issuer may, by notice to all parties to this

Russell  
McLeagh

agreement, vary clause 15.4 to permit persons to become parties to this agreement and Subscribers to subscribe for Borrower Notes (as applicable) if they satisfy the terms of any exemption obtained by the Issuer from the requirements of the FMC Act with respect to this agreement, but any such variation shall not affect the status of any existing Subscriber as a Subscriber under this agreement.

## 15. MISCELLANEOUS

- 15.1 **Waivers and remedies:** Time shall be of the essence of this agreement but no delay in acting, or failure to act, by the Issuer is a waiver of any of the Issuer's rights. The rights provided in this agreement do not exclude any rights provided by law.
- 15.2 **Partial invalidity:** An invalid provision in this agreement shall not affect the enforceability of the remaining provisions of this agreement.
- 15.3 **Sections 40 and 49 of the Companies Act:** This agreement is subject to the board of directors of the Issuer complying with section 49 of Companies Act.
- 15.4 **Securities Act and FMC Act:**
- (a) The only persons which are permitted to become parties to this agreement and/or subscribe for Borrower Notes are:
    - (i) prior to 1 June 2015:
      - (aa) "eligible persons" for the purposes of sections 5(2CB) and 5(2CBA) of the Securities Act, as defined in section 5(2CC) of the Securities Act; and
      - (bb) persons who fall within 1 or more of the categories set out in subparagraphs (i) to (iii) of section 3(2)(a) of the Securities Act, and
    - (ii) on and from 1 June 2015, "wholesale investors" as that term is defined in clauses 3(2)(a), (c) and (d) and (in the case of a CCO Subscriber only) clause 3(3)(a) of Schedule 1 to the FMC Act, being a person who is:
      - (aa) an "investment business";
      - (bb) "large";
      - (cc) a "government agency"; or
      - (dd) an "eligible investor" (in the case of a CCO Subscriber only),
 in each case as defined in Schedule 1 to the FMC Act (each a "**wholesale investor**"), or an entity controlled by a wholesale investor where "control" has the meaning given in clause 48 of Schedule 1.
  - (b) Prior to the Issuer offering to issue Borrower Notes to a Subscriber and/or a Subscriber subscribing for any Borrower Notes in each case in accordance with clauses 4.1 or 4.3, the Subscriber must promptly (if requested by the Issuer) provide the Issuer with evidence or documentation (in a form satisfactory to the

Russell  
McLeagh

Issuer) which satisfies the Issuer that the Subscriber meets the criteria set out in sub-clauses (a)(i) or (a)(ii) as at the date of the offer by the Issuer and subscription by the Subscriber.

- 15.5 **Counterparts:** This agreement may be signed in any number of counterparts, all of which together constitute one and the same instrument, and any of the parties may execute this agreement by signing any such counterpart.

**16. GOVERNING LAW**

- 16.1 This agreement shall be governed by New Zealand law.

**17. NO CROWN GUARANTEE**

- 17.1 The parties acknowledge that the obligations and liabilities of the Issuer under this agreement are not guaranteed by the Crown.



**8.4 RATES REMISSION FOR CONSERVATION PURPOSES**

**Author:** Rob Cross, Programme Manager Biodiversity

**Authoriser:** Alison Law, Acting Group Manager Place and Space

**PURPOSE OF REPORT**

- 1 This report tables the rates remission applications for Land Protected for Natural or Cultural Conservation Purposes for the 2019/20 year and seeks approval for recommended allocations.

**DELEGATION**

- 2 The Council has the delegation to make this decision.

**BACKGROUND**

- 3 The Long Term Plan 2018-38 references a policy for rates remission for land protected for natural and cultural conservation purposes. The detail of this policy is included in the Long Term Plan as Part 7 of the Rates Remission Policy, and attached as Appendix 1 to this report.
- 4 This Part 7 of the Rates Remission Policy supports the provisions of the Kāpiti Coast District Plan regarding incentives for heritage feature management and protection. It recognises that most heritage features are already protected by rules in the District Plan and encourages landowners to maintain, enhance and protect heritage features by offering a financial incentive.
- 5 The granting of a rates remission as an incentive for encouraging the protection and management of heritage features is consistent with Council's responsibilities under the Resource Management Act 1991 and the Historic Places Act 1993.
- 6 The 2019/20 budget for Rates Remission for Conservation Purposes is \$37,069.
- 7 A total of 99 ratepayers benefited from the policy in 2018/19, and the land area to which remission applied totalled 664 hectares (ha). Having applied successfully for rates remission, ratepayers may continue receiving it provided they meet the rates remission policy criteria. The owners of the properties listed in Attachment 2 who received remission in 2018/19 are recommended to receive remission in 2019/20 on that basis.

**ISSUES AND OPTIONS****Issues**

- 8 The Rates Remission for Conservation Purposes programme was advertised in local media in September 2019. Six new applications were received, and are recommended for approval. The properties that are the subjects of new applications are listed (marked with an asterisk) with other recommendations in Appendix 2. A total of 672ha of land on 105 properties are recommended for remission.

**243 SH1, Otaki**

- 9 Support for creating QE II National Trust covenants is part of the Rates Remission Policy. The first application is for a newly created 6ha covenant of a restored wetland at 243 SH1 North, Otaki. The landowner already has an 8.2ha QE II National Trust covenant on a wetland on the property; the new covenant is contiguous, and now protects in perpetuity an area the landowner has meticulously restored during the last 20 years.
- 10 The two covenants cover the eastern portion of an ancient wetland named O te Pua, one of the largest and most ecologically significant wetlands in the district. The 25ha wetland contains rare and threatened plant and animal species. Council biodiversity staff have

worked with O te Pua wetland landowners for the last 20 years, supporting protective management.

#### **47 Oriwa Crescent, Otaki**

- 11 The second application is for a small (.1ha) area of native bush at 47 Oriwa Crescent, Otaki. This area is part of County Road Escarpment Forest, which is identified and protected as Ecological Site K212 in the Proposed District Plan. Although long and narrow K212 contains several rare lowland forest habitat types (e.g. totara-broadleaf forest) and has good understorey regeneration.
- 12 Council biodiversity staff have developed a bush management plan for the applicant to follow. Under this plan pest plants and animals will be controlled to improve forest health.

#### **7 Morrison Road, Te Horo**

- 13 An outlying arm of the Te Hapua wetland at 7 Morrison Road, Te Horo, is the subject of the third application. Because of its size and diversity, Te Hapua wetland is considered regionally significant, and is identified and protected as Ecological Site KO57 in the Proposed District Plan.
- 14 The application is for 1.5ha of wetland and regenerating native forest habitat. This area is being restored by the landowner, who is following planting and pest control advice from Council biodiversity staff, as well as receiving support from Greater Wellington Regional Council's Key Native Ecosystem programme.

#### **16 Elizabeth Street, Waikanae**

- 15 A grove of 4 kohekohe trees listed in Schedule 3.2a of the Proposed District Plan is the subject of an application from the owners of 16 Elizabeth Street, Waikanae.
- 16 The grove is part of a small area of regenerating and second-growth native bush at the rear of the property. Though the area is not identified as an ecological site, the identification and protection of the kohekohe grove fulfils rates remission criteria. In addition, the owners are controlling pest plants and animals in accordance with a plan provided by Council biodiversity staff. Therefore it is recommended they receive rates remission.

#### **12 Greendale Road, Paraparaumu**

- 17 As part of the District Plan review process, new ecological sites were identified and protected throughout Kapiti. Among them was a 0.25ha remnant of tawa-kohekohe forest in Greendale Road that is ecologically connected to nearby Tini Bush, a much larger bush remnant protected by a DoC covenant.
- 18 Though separated from Tini Bush by a road, the small remnant is the same forest type, and provides complementary habitat. The recent ecological site identification, combined with protective management by the landowner, makes the area eligible for rates remission.

#### **4 Ocean Vista Lane, Paraparaumu**

- 19 This property contains a small part (0.2ha) of a large (73ha) area of secondary and regenerating native forest covering the northern end of the Paraparaumu escarpment.
- 20 This remnant forest, identified as ecological site KO95 in the District Plan, is classified as regionally significant because of its size, location and diverse composition. The applicants are undertaking pest plant and animal control on their property, and their efforts, combined with those of other landowners, are helping to protect and enhance ecological values across the site.

#### **Principles of Land Protected for Natural or Cultural Conservation Purposes**

- 21 The following paragraphs discuss the principles of rates remission, present the proposed amounts of remission in a table format (Table 1), and make a recommendation on which properties receive rates remission in 2019-20.

- 22 This rates remission programme's guiding principle is recognition of the conservation efforts of ratepayers and the positive contribution their actions make to protecting the district's cultural and biodiversity heritage.
- 23 The owners of these properties are often motivated solely by the desire to protect and manage their environment, and their actions are voluntary. Many are keen conservationists while others may fence off a bush remnant as the pasture gain is negligible or to better manage stock movement. Whatever their motivation, addressing significant pressures such as stock grazing or noxious pests has a positive impact on the Kāpiti Coast environment.
- 24 Landowners could use the rates remission for the upkeep of stock-proof fencing or pest animal and weed control. However in most instances the amount of remission is far less than the true cost of these protective measures.
- 25 Rates remission is an added incentive for landowners to respect the conservation values of parts of their properties that have a legal protection mechanism in place. Further, rates remission is one of the non-regulatory incentives for protecting and maintaining sites of conservation value discussed as part of the Proposed District Plan consultation process. The provision of rates remission also provides a good basis for on-going partnerships between Council and landowners.
- 26 Rates remission amounts are calculated according to the size of the heritage feature as shown in Table 1. This method is coarsely related to the level of contribution towards the environment as larger areas of forest or wetland are generally more significant. This does not take into account, however, the presence of rare and endangered species or the amount of time and effort put into management.

**Table 1 – Rates Remission Amounts**

<b>Size of protected area/feature (ha)</b>	<b>Rates Remission (\$)</b>
Up to 1.0 ha	\$131
1.001 – 5.0 ha	\$262
5.001 – 10.0 ha	\$395
10.001 – 20.0 ha	\$524
20.001 – 30.0 ha	\$655
30.001 – 40.0 ha	\$787
40.001 – 50.0 ha	\$918
50.001 – 70.0 ha	\$1050
70.001 – 100.0 ha	\$1129
More than 100 ha	\$1316

## CONSIDERATIONS

### Policy considerations

- 27 The granting of Rates Remission for Conservation Purposes is in accordance with Part 8 of the Rates Remission Policy (Attachment 1) contained in the Long Term Plan 2015-38.

### Legal considerations

- 28 There are no legal considerations.

**Financial considerations**

- 29 The total amount of rates remission allocated in 2019/20 would be \$29,852, within the 2019/20 budget of \$37,069.

**Tāngata whenua considerations**

- 30 There are no tangata whenua considerations.

**Strategic considerations**

- 31 By incentivising protective management of natural or cultural heritage sites, provision of rates remissions furthers realisation of Council's 'Plan on a Page' strategic vision, contributing directly to sustaining a thriving environment by improving biodiversity.
- 32 This type of rates remission also aligns with the Long Term Plan 2018-38 3-year focus of being a positive response to our distinct district identity, and furthers achievement of the long term goal of providing a high quality natural environment enjoyed by all.



**SIGNIFICANCE AND ENGAGEMENT****Significance policy**

- 33 This matter has a low level of significance under Council's Significance and Engagement Policy.

**RECOMMENDATIONS**

- 34 That the Council approves the amounts of rates remission to the properties set out in Appendix 2 of this report in accordance with Council's Policy for Rates Remission for Land Protected for Natural or Cultural Conservation Purposes.

**APPENDICES**

1. Appendices one and two for Rates Remission for Conservation Purposes Report 2019 20  

- Appendix 1 Policy on Rates Remission for Land Protected for Natural or Cultural Conservation Purposes.
- Appendix 2 Properties recommended to receive Rates Remission for Natural or Cultural Conservation Purposes in 2018/2019, and recommended amounts.

**Appendix 1*****(from the Long Term Plan Rates Remission Policy)*****PART 7****RATES REMISSIONS FOR LAND PROTECTED FOR NATURAL OR CULTURAL CONSERVATION PURPOSES****Policy Objective**

The objective of this Policy is to:

- preserve and promote natural resources and heritage land to encourage the maintenance, enhancement and protection of land for natural or cultural purposes.

**Community Outcomes**

The Community Outcomes that this Policy relates to are:

- Outcome 1: there are healthy natural systems which people can enjoy; and
- Outcome 2: local character is retained within a cohesive District.

**Policy Conditions and Criteria**

This Policy supports the provisions of the Kāpiti Coast District Plan and the Heritage Strategy. It recognises that most heritage features are already protected by rules in the District Plan and encourages landowners to maintain, enhance and protect heritage features by offering a financial incentive.

Ratepayers who own rating units which have some feature of cultural or natural heritage which is voluntarily protected may qualify for remission of rates under this Policy, for example:

- properties that have a QEII Covenant under section 22 of the Queen Elizabeth the Second National Trust Act 1977 registered on their Certificate(s) of Title;
- properties that have a Conservation Covenant with the Department of Conservation registered on their Certificate(s) of Title;
- properties that have a site listed in the District Plan Heritage Register (excluding any buildings);
- appropriately protected riparian strips; and
- heritage features that are protected by a Section 221 consent notice (Resource Management Act 1991) registered on the Certificate of Title (excluding buildings).

This Policy does not apply to land that is non-rateable under section 8 of the Local Government (Rating) Act 2002 and is liable only for rates for water supply, wastewater disposal, waste collection or recycling.

Applications for rates remission in accordance with this Policy must be in writing and supported by documentary evidence of the protected status of the rating unit, for example, a copy of the covenant agreement or other legal mechanism.

In considering any application for remission of rates under this Policy, the Council Committee responsible for the Council's environmental and natural heritage portfolio (at the time of adopting this Policy this is the Environment and Community Development Committee) will consider the following criteria:

- the extent to which the preservation of natural or cultural heritage will be promoted by granting remission on rates on the rating unit;
- the degree to which features of natural or cultural heritage are present on the land;
- the degree to which features of natural or cultural heritage inhibit the economic utilisation of the land;
- whether, and to what extent, public access to/over the heritage feature is provided for;
- the extent to which the heritage feature is legally (e.g. covenanted) and physically (e.g. fenced) protected;
- in respect of Geological Sites and Wāhi Tapu:
  - the importance of the place to the tāngata whenua;
  - the community association with, or public esteem for, the place;
  - the potential of the place for public education;
  - the representative quality and/or a quality or type or rarity that is important to the District;
  - the potential of the place as a wildlife refuge or feeding area;
  - the potential of the place for its diversity in flora and fauna.
- in respect of Ecological Sites (Areas of Significant Indigenous Vegetation and Significant Habitats of Indigenous Flora) whether the site has:

Representativeness - The site contains an ecosystem that is under-represented or unique in the ecological district;

Rarity - The site contains threatened ecosystems; threatened species; and species that are endemic to the ecological district;

Diversity – The site has a diversity of ecosystems species and vegetation;

Distinctiveness – The site contains large / dense population of viable species; is largely in its natural state or restorable; has an uninterrupted ecological sequence; and contains significant land forms;

Continuity and Linkage within Landscape: – The site provides, or has potential to provide, corridor/buffer zone to an existing area;

Cultural Values – The site has: traditional importance for Māori; recreational values; significant landscape value; protection of soil values; water catchment protection; recreation or tourism importance; and aesthetic coherence;

Ecological Restoration - an ability to be restored; difficulty of restoration; and cost / time;

Landscape Integrity - significance to the original character of the landscape; isolated feature (for example, does it stand out or blend in?); and whether it has a role in landscape protection; and

Sustainability - size and shape of area; activities occurring on the boundaries which may affect its sustainability; adjoins another protected area; links; and easily managed.

Where remission of rates is granted under this Policy the landowner, in conjunction with the Council, will be required to develop a Heritage Management Plan.

The purpose of a Heritage Management Plan is to set out a plan of action for managing a heritage feature within the Kāpiti Coast District that is subject to rates remission.

The Heritage Management Plan will:

- be reviewed on an annual basis by the Council in conjunction with the landowner;
- may contain conditions which shall be complied with on an on-going basis, including requirements to fence off the area, undertake weed control and restoration, undertake pest control and keep stock out of the area; and
- will ensure that the site will be managed in a manner that protects and enhances the heritage feature.

Any decision on whether to grant remission on rates will be at the discretion of the Council Committee responsible for the Council's environmental and natural heritage portfolio (at the time of adopting this Policy this is the Environment and Community Development Committee). The amount of remission will be determined on a case-by-case basis by that same Committee, taking into account the merits of the protected feature and the extent to which it meets the criteria specified in this Policy. The amount of rates remission will be reviewed by that same Committee as appropriate.

In granting rates remission under this Policy, the Council Committee responsible for the Council's environmental and natural heritage portfolio (at the time of adopting this Policy this is the Environment and Community Development Committee) may specify certain conditions before remission will be granted. Applicants will be required to agree in writing to these conditions and to pay any remitted rates if the conditions are violated.

#### **Appendix 2 - Properties recommended to receive Rates Remission for Land Protected for Natural or Cultural Conservation Purposes in 2018/2019, and recommended amounts**

Property Location	Valuation	Amount
331 Valley Road	1540004300	\$395
222 Valley Road	1530006403	\$262
62 Hadfield Road	1490005300	\$262
234 Te Hapua Road	1489001104	\$262
140 Taylors Road	1486120207	\$131
150 Taylors Road	1486120208	\$131
96 Ōtaki Gorge Road	1488109601	\$131
243 North Highway 1, Ōtaki	1486124200	\$395
432 Mangaone South Rd	1490023400	\$787
518 Mangaone South Rd	1490023401	\$131
115 Arcus Rd, Te Horo	1488127403	\$131
566 Rahui Rd, Ōtaki	1488151200	\$655
0 Akatarawa Road, Waikanae	1488516803	\$524
117 Ruapehu Street	1525164400	\$131
197 State Highway 1	1526204900	\$131
310-312 Te Hapua Road	1489001116	\$395
67 Waihoanga Road	1488158704	\$262
331 Ōtaki Gorge Rd	1488106600	\$262
176 Te Hapua Rd,	1489000800	\$262
69 Mickell Road, Te Horo	1488166504	\$395
168 Taylors Rd	1486120212	\$262
200 Reikorangi Road	1488516102	\$131
54 Kohekohe Road	1494149000	\$131

Property Location	Valuation No.	Amount
30-34 Greendale Drive, Paraparaumu	1526035024	\$262
71 Aston Road, Paraparaumu	1515012400	\$524
366 State Highway 1, Paekākāriki	1540002404	\$262
207 Te Hapua Road	1489001114	\$131
98 Old Coach Road North	1486103300	\$395
5 Matata Place	1496055362	\$131
227 Te Hapua Rd	1489001113	\$262
54 Makora Rd	1526004900	\$131
46 Ruahine St	1525131500	\$131
362 State Highway 1, Paraparaumu	1515011900	\$524
16 Aston Road, Paraparaumu	1515012422	\$395
15 Catley Road, Te Horo	1488124001	\$131
14 Riwai Street	1525142300	\$131
158 Taylors Road, Ōtaki	1486120209	\$262
15 Manu Grove	1495107600	\$131
87 Belvedere Avenue	1495129300	\$131
126 Te Hapua Rd	1489000702	\$262
184 State Highway 1, Paraparaumu	1526227100	\$262
70 Ōtaki Gorge Road	1488108900	\$131
0 State Highway 1 South, Ōtaki	1486117000	\$262
81 Forest Lakes Road, Ōtaki	1486119900	\$262
204 Te Hapua Road, Waikanae	1489001100	\$524
108 Huia Street, Waikanae	1496035150	\$262
152 Te Hapua Road,	1489000700	\$524
298 Mangaone Road, Waikanae	1490024900	\$395
20-24 Reikorangi Road, Waikanae	1488515600	\$131
80 Waterfall Rd, Paraparaumu,,	1540004100	\$395
99 State Highway 1, Waikanae	1489019600	\$395
387, 405 Ōtaki Gorge Road	1488107600	\$262
0 Ōtaki Gorge Road, Ōtaki	1488107000	\$262
362-368 Ōtaki Gorge Road,	1488120000	\$395
67 Aston Road, Waikanae,	1515013800	\$524
60 Octavius Road, Waikanae	1490005605	\$262
908 Ōtaki Gorge Road, Ōtaki	1488164700	\$1,129
217 State Highway 1	1526205500	\$131
528-530 State Highway 1, Paekākāriki	1540002500	\$655
190 Te Hapua Road, Waikanae	1489001101	\$131
3 Hadfield Road, Te Horo	1490003207	\$262
92 Old Hautere Road, Te Horo	1488118100	\$262
111 Ngatiawa Rd	1490018701	\$131
156 Maungakotukutuku Rd	1540004400	\$262
2 Kereru St , Waikanae,,	1496065000	\$131
248 Ngarara Road,	1489015200BB	\$655
66 Maurice Way, Waikanae	1489017300	\$262
Park Avenue	1493175200	\$655
53 Mangaone Road	1490018900	\$131
121 Otaihanga Rd	1526032800	\$262
2 Jacks Bush Road,	1489016200	\$131
8 Jacks Bush Road	1489016201	\$262
16 Jacks Bush Road,	1489016203	\$262
31 Jacks Bush Road,	1489016204	\$131



Property location	Valuation no.	Amount
27 Jacks Bush Road,	1489016205	\$131
19 Jacks Bush Road,	1489016206	\$131
17 Jacks Bush Road,	1489016207	\$131
Hadfield Road, Te Horo	1490003212	\$262
568 Ōtaki Gorge Road, Ōtaki	1488157510	\$262
231 Te Hapua Road, Ōtaki*	1489001115	\$262
233 Te Hapua Road, Ōtaki*	1489001111	\$262
182 Te Hapua Road, Ōtaki	1489000900	\$524
1400 Ōtaki Gorge Rd, Ōtaki	1488165809	\$1,316
319 Mangaone Nth Rd, Hautere	1488167200	\$655
79 Belvedere Avenue, Waikanae	1495128900	\$131
95 Panorama Drive, Paraparaumu	1530150001	\$395
146 Rahui Road, Ōtaki	1486155800	\$131
153 Main Road North, Paraparaumu	1526203500	\$262
218 Pukenuamu Road, Ōtaki	1489000213	\$262
11 Kakariki Grove, Waikanae	1496066800	\$262
0 State Highway 1, Ōtaki	1486122400	\$395
44 Manu Grove, Waikanae	1495118800	\$262
129 Belvedere Avenue, Waikanae	1495171400	\$131
95 Belvedere Avenue, Waikanae	1495129700	\$131
91A Ringawhati Road	1486154000	\$262
2 Riwai Street, Paraparaumu	1525141700	\$131
2 Ocean Vista Lane, Paraparaumu	1530150011	\$131
243 SH1 Otaki*	1486124200	\$395
47 Oriwa Crescent, Otaki*	1503124100	\$131
7 Morrison Road, Te Horo*		\$262
16 Elizabeth Street, Waikanae*	1496002100	\$131
12 Greendale Road, Paraparaumu*	1526035026	\$131
4 Ocean Vista Lane, Paraparaumu*	1530150010	\$131
		<b>Total - \$29,852</b>

**8.5 SUBMISSIONS ON THE GOVERNMENT POLICY STATEMENT FOR LAND TRANSPORT 2021 AND DRAFT NEW ZEALAND RAIL PLAN**

**Author:** Suzanne Rushmere, Roading Network Planner

**Authoriser:** Sean Mallon, Group Manager Infrastructure Services

**PURPOSE OF REPORT**

- 1 To seek approval of the submissions to the Ministry of Transport Relating to the Government Policy Statement on Land Transport 2021 (GPS 2021) and Draft New Zealand Rail Plan (DNZRP).

**DELEGATION**

- 2 Council has the authority to make this decision under section A2 of the Governance Structure.

**BACKGROUND**

- 3 The Ministry of Transport have released the GPS 2021 and DRNZ Rail Plan, and are seeking feedback by 11 May 2020.
- 4 As the submission is due by 11 May 2020, feedback has been sought at a Council briefing on 7 May 2020. This feedback has informed the submission to the Ministry of Transport on both the GPS 2021 and DNZRP.

**ISSUES AND OPTIONS****Issues**

- 5 Whilst the principles contained within both these documents are generally to be supported it is considered that there are some issues that should be brought to the attention of MOT. A summary of these documents and the submissions are set out below.

**GPS 2021**

- 6 GPS 2021 influences the decision on how transport funding will be invested across a number of transport activity classes.
- 7 GPS 2021 contributes to the five outcomes identified in the Ministry of Transport's Transport Outcomes Framework, which are:
  - Inclusive access;
  - Economic prosperity;
  - Healthy and safe people;
  - Environmental sustainability; and
  - Resilience and Security.
- 8 Whilst GPS 2021 builds upon GPS 2018, the Strategic Priorities have changed. GPS 2018 had four strategic priorities including safety, access, environment and value for money. The strategic priorities in GPS 2021 include safety, better travel options, improving freight connections and climate change.
- 9 The main differences are that the old access priority has been split into better travel options and improving freight connections, and value for money is now a principle and not a priority.
- 10 GPS 2021 identifies 11 activity classes including
  - Road to Zero
  - Public transport services

- Public transport infrastructure
  - Walking and cycling improvements
  - Local road improvements
  - State highway improvements
  - State highway maintenance
  - Local road maintenance
  - Investment management
  - Rail network
  - Coastal shipping
- 11 The four new activity classes from GPS 2018 are road to zero (previously safety), rail network (previously transitional rail), public transport services and public transport infrastructure, and coastal shipping.
- 12 Further detail on the four strategic priorities and investments are set out below.

#### Safety

- 13 The outcome of developing a transport system where no-one is killed or seriously injures will be delivered through:
- Infrastructure safety treatments on roads;
  - Enhancing safety on footpaths and cycleways
  - Policing including alcohol, drugs and speed;
  - Road safety campaigns
  - Implementing Rail Investment Plan
  - Increasing access to safer modes with initial priority in cities including Wellington;
  - Shaping land use form and design

#### Better Travel Options

- 14 The outcome of providing people with better travel options will be delivered through:
- Operating and maintaining existing network;
  - Supporting transport investments that enable, support and shape growth;
  - Implementing mode shift for the Cities including Wellington;
  - Implementing New Zealand Rail Plan;
  - Supporting disability action plans;
  - Providing resilient, safe transport network; and
  - Projects like Let's Get Wellington Moving.

#### Improved Freight Connections

- 15 The outcome of improving freight connections to support economic development will be delivered through:
- Maintaining the roads and railways that are crucial for linking production points;
  - Managing resilience risks;
  - Implementing New Zealand Rail Plan;
  - Improving mode choice for moving freight by coastal shipping; and

- Improving the safe and efficient movement of freight.

#### Climate Change

- 16 The outcome of transforming to a low carbon travel system will be delivered through:
- Waka Kotahi implementing its Sustainability Strategy and Action Plan;
  - Investment decision making that supports national commitments on emissions reduction; and
  - Waka Kotahi undertaking relevant actions identified in the National Adaptation Plan.

#### Investment

- 17 The GPS 2021 recognises that many projects are funded by NZTA and local authorities and that alternative funding options should be considered for larger scale schemes.
- 18 It has proposed the development of a funding toolkit which may include funding options such as targeted rates, capturing costs through revenue generation and public private partnerships.
- 19 The GPS also identifies a number of principles for investment which will be used to assess funding requests including alignment with the strategic priorities in the GPS, the extent to which the best results being achieved against the strategic priorities for best cost.
- 20 The funding share for local improvements has dropped by up to 50% compared to GPS 2018 in most future years, potentially as a result of the addition of new activity classes, but the same level of drop is not seen for investment on state highway improvements. However, there is an increase in investment for local road maintenance.

#### Submission

- 21 The proposed submission at attachment 1 to this report largely supports the GPS 2021 but considers that there are a number of areas worthy of comment. These include:
- The increase in activity classes and funding for them is supported but not at the expense of other activity classes;
  - The need to see investment in public transport and electrification / double tracking to support communities in the north of the district;
  - There is a need to consider funding toolkit with local authorities to ensure sustainability;
  - Increased investment is to be welcomed, but there is possible constraints in local share funding;
  - The timing of the National Land Transport Programme and Long Term Plan funding should be closely aligned;
  - We have concerns over the reduction in local road improvements funding;
  - Investment in Wellington Region e.g. metropolitan rail line is welcomed and Lets Get Wellington moving but consider further work is required on understanding relative cost allocation and potential associated benefits across the Region; and
  - GPD 2021 lacks some of the detail from GPS 2018 that helped to provide a strong direction.

#### **Draft New Zealand Rail Plan**

- 22 This Draft New Zealand Rail Plan sets out the strategic priorities for rail, including the establishment of a new long term planning and funding framework and investment priorities for rail.
- 23 The strategic investment priority is to invest in the national rail network to maintain freight rail and provide a platform for growth; and investing in metropolitan rail to support our larger cities of Auckland and Wellington.

- 24 Proposals that are relevant to the Kapiti District include those contained within the Wellington Metropolitan Rail Upgrade Programme such as the turn back facility at Plimmerton to make it a terminus station. Also:
- Increased capacity at Wellington Station;
  - Reducing the length of single track north of railway;
  - Standardised loop lengths between Palmerston North and Waikanae; and
  - A new platform at Waikanae and further grade separation of the Kapiti Line.
- 25 It appears from the document that the only scheme currently earmarked for investment is the Plimmerton turn back facility. All the rest are identified as future opportunities.
- 26 The proposed submission focusses on:
- Being largely supportive of the Draft New Zealand Rail Plan;
  - Seeking further investment in the Kapiti Line;
  - Advocating for dual tracking and electrification north of Waikanae to support growth and the trans-modal rail hub and Palmerston North; and
  - Welcoming \$100 million in rail investment per year in the GPS 2021 but not at the expense of other activity classes.

## CONSIDERATIONS

### Policy considerations

- 27 There are no policy considerations at this stage in but both the GPS 2021 and DNZRP will inform the development of Council strategies and work programmes.

### Legal considerations

- 28 There are no legal considerations at this stage but some changes are required to the Land Transport Management Act to implement the new planning and funding framework for rail.

### Financial considerations

- 29 There are no financial considerations at this stage, but both the GPS 2021 and DNZRP will inform the development of Council strategies and work programmes. This is why we are seeking to be consulted on the funding toolkit being developed through GPS 2021.

### Tāngata whenua considerations

- 30 Feedback from iwi has not been sought in relation to this submission.

### Strategic considerations

- 31 They strategic priorities in the GPS 2021 and DNZRP will contribute indirectly to the following outcomes and goals in the Long Term Plan:
- infrastructure investment that supports growth;
  - improved accessibility to Council Services;
  - an effective response to climate change;
  - wise management of public resources;
  - a community that is more resilient; and
  - improved biodiversity and environment and through sustainable practices.

**SIGNIFICANCE AND ENGAGEMENT****Significance policy**

- 32 This matter has a low level of significance under Council's Significance and Engagement Policy. However, it may impact on work programmes and transport investment decisions.

**Engagement planning**

- 33 There is no requirement for engagement planning.

**Publicity**

- 34 There is no requirement for publicity.

**RECOMMENDATIONS**

- 35 That the Council approves the submissions on the GPS 2021 and DNZRP.

**APPENDICES**

1. Submission on GPS on Land Transport 2021 [↓](#) 
2. Submission on the Draft New Zealand Rail Plan [↓](#) 

Date 11 May 2020

Ministry of Transport  
PO Box 3175  
WELLINGTON 6140  
Attn: GPS Team

Dear Sir / Madam

### **Government Policy Statement on Land Transport 2021**

1. Thank you for the opportunity to submit on the draft Government Policy Statement on Land Transport (GPS) 2021.
2. Kapiti Coast District Council recognises that engagement is continuing on this document that was produced pre COVID-19. However, it is understood that there is likely to be a change to the draft GPS 2021 because of COVID-19, and that COVID-19 will impact on the Transport Agency's Investment Programme, consultation on the draft Investment Prioritisation Method and Arataki.
3. Council wishes to see further consultation on any proposed changes to the GPS 2021 once the impact of COVID-19 on transport investment is fully understood.

### **Overview and Strategic Priorities**

4. Council supports the strategic priorities for land transport investment that are contained within the GPS in principle. However, we would like to take this opportunity to raise a number of issues that are important for Kapiti Coast District Council.
5. Council recognises the need to develop a safe transport system, provide people with better transport options, and develop a low carbon transport system. We are in the process of refreshing our Sustainable Transport Strategy and our proposed key focus areas align well with these priorities.
6. We also welcome the commitment to New Zealand Rail Plan and Lets Get Wellington Moving (LGWM). However, we are concerned that the full understanding of cost allocation and relative benefits across the Region are not yet fully understood and would be concerned if those costs allocated to Kapiti outweigh the potential benefits. The scale of overall costs are also a concern if they were to limit future funding availability for other local transport improvement initiatives.
7. Council is also supportive of the need to look at alternative funding models for large intergenerational projects with the potential for loan funding or general taxation funding additional to the current fund could be considered.

### **Safety**

8. As with national trends, the Kāpiti Coast District has seen the number of serious and fatal crashes increase over the previous 5 years and a high risk to motorcyclists and pedestrians. Therefore, we support safety being a high priority, and the vision that no-one is killed or seriously injured on our roads.
9. Council welcomes that infrastructure safety treatments on roads as a key element of the Road to Zero to be implemented through GPS 2021 and supports the development of the Accessible Streets Regulatory Package.

10. Road to Zero identifies a critical issue as being that *“87% of our speed limits are not appropriate for the conditions of our roads”* and Council recently reviewed its local speed limits on rural roads and most town centres in accordance with the Speed Management Guide. Council would welcome further regulatory support and guidance for Local Authorities relating to the creation of more consistent speed limits based on form, function, design and risk.
11. In setting appropriate speed limits, it should also be recognised that speed limit changes very often need to be complemented by physical safety improvements. Council considers that, in order to support the implementation of road safety initiatives, for speed management and the system management focus areas in Road to Zero, increased funding assistance should be considered to enable additional resourcing.

### **Better Travel Options**

12. There appears to be little line of sight between the outcomes (such as improved access and social and economic opportunities and public transport being more available and accessible), and how these outcomes will be delivered. As an example, improving the public transport network (which includes physical measures as well as vehicles) is not identified as a way of delivering the outcomes. Similarly, GPS 2021 does not refer to measures that improve inter-modal connectivity as a way of making public transport more accessible and encouraging mode shift.
13. Council supports the optimisation and maintenance of existing transport networks and the need for transport and investment to shape and support growth. This requires a strong relationship between land use and transport planning and our draft Sustainable Transport Strategy identifies this as a focus area. We recognise that the GPS on Land Transport and the developing Housing and Urban Development GPS (HUD GPS) will help provide a strategic direction across land use and transport policy.
14. However, we urge that in developing the HUD GPS there is recognition of the importance of, and it builds upon, work already undertaken and plans in place. This includes the Regional Growth Framework, District Plans, and the Housing and Business Assessments produced as a requirement of the National Policy Statement on Urban Development Capacity.
15. GPS 2021 appears to focus on better travel options for towns and cities including the implementation of mode shift plans for Wellington, and the shaping of urban form. Whilst Council understands that there should be some focus on metropolitan and high growth areas, this should not be at the expense of other areas. Some medium growth areas, for example, will have similar transport challenges to high growth areas and will require investment on rural roads and in rural areas.
16. Similarly, the GPS fails to recognise the interconnectivity between Kāpiti and Wellington. Kāpiti is the gateway to the Wellington Region and there is a regional impact of transport links and decisions. The new Expressways, for example, have made and will make travel between Kāpiti and Wellington more attractive and has contributed to the growth in Kāpiti. Reliance on the private car in towns and rural areas also contribute to the transport issues experienced in cities such as Wellington. This reliance is as a result of a lack of or substandard transport options for commuters travelling into the city. To be a project that



supports the region rather than the City, LGWM should also consider and implement a package of transport measures, that extends outside the city boundary.

17. Kāpiti has seen significant growth in the last 30 years and our projections show this will continue. As a medium growth council, we have argued for improved public transport in the Kāpiti Coast District and consider that the demand for services and usage of our local road network will continue to increase in the future as a result of the new expressways, creating a number of challenges on our local networks.
18. Poor transport connectivity coupled with population growth and demographic change in Kāpiti is resulting in level of service issues, such as congestion and impacts on access to goods employment and education opportunities, services, and recreational facilities as well as parking problems.
19. We support the public transport operating fund for the metropolitan rail network in Wellington through the Public Transport Services Activity Class. Kāpiti has advocated for some time for improved bus services, and double tracking and electrification of the rail north of Waikanae and on to Palmerston North, to better serve communities such as Ōtaki in the north of our District. We will provide a more detailed response regarding Kāpiti in our submission on the Draft New Zealand Rail Plan. We consider that this will play a key role in ensuring social, economic, economic and cultural wellbeing of residents north of Waikanae by encouraging mode shift, reducing transport disadvantage, and provide better access to educational and economic opportunities.
20. GPS 2021 also needs to recognise that in some rural areas like many parts of the Kāpiti Coast, there are no footpaths, cycleways or public transport available, and significant investment would be needed to achieve modal shift.
21. The GPS 2021 appears to lack much of the detail and substance that was contained in GPS 2018. As an example, GPS 2018 included measures such as providing more transport choice for people with less or limited access to public transport, and recognised that integration between modes is important in encouraging mode shift.
22. GPS2018 also identified that the second stage GPS will consider interventions to significantly improve the affordability of public transport. This appears to be omitted from the GPS 2021 and is important for Kāpiti, where the changes in household composition predicted to take place over time is likely to increase the proportion of our population that is transport disadvantaged.
23. Our ageing population also have lower incomes, and along with other low income groups, can often be isolated and unable to access social and economic opportunities. Similarly, our ageing population often have specific mobility needs that require a range of responses, from planning improving the safety of our network and ensuring that their needs are met when delivering new infrastructure, for example, new pedestrian networks accommodating mobility aids.
24. Council considers that technological advances have the ability to enable virtual access and inform transport choice, as well as reduce the need to travel. This must be supported by organisational change and the infrastructure delivery, such as fibre optic broadband, and should be recognised up front in GPS 2021 instead of hidden in the ministerial expectations of Waka Kotahi.

### **Improving Freight Connections**

25. Council supports the priority to improve freight connections but wonders whether this needs to be a strategic priority in its own right. We would not wish to see the importance of rail freight being at the expense of passenger rail services because it has been identified as a stand alone strategic priority.
26. With regards to resilience it appears as if this is the only strategic priority that considers the impacts of disruptive events. There is a need to ensure that the transport network can accommodate growth, changes in land use patterns, and the higher level of demands as a result of unexpected problems for everyone, not just freight.

### **Climate Change**

27. Council supports the strategic priority on climate change. Climate change is exacerbating existing problems to the transport network as a result of increased flooding and ground water, greater storm intensity, increased landslips, sea level rise and warmer temperatures. These are pressing issues in coastal districts such as Kāpiti. Kāpiti Coast has declared a Climate Change emergency recognising and responding to the significant current and future increased impacts, including costs, associated with Climate Change, and it is considered that this should also be addressed through the GPS 2021.
28. In Kāpiti transport is also responsible over 50% of carbon dioxide emissions. Delivering schemes that ensure the reduction of emissions from transport through mode shift, public transport and better integrated transport and land use planning will be key to achieving a low carbon transport system. This is consistent with Council's strategic outcomes of delivering a sustainable transport network.
29. The Climate Change Zero Carbon act requires the government to develop and implement policies for climate change adaptation, this should be recognised in the GPS 2021. Council would be keen to understand the funding relationship between the National Adaptation Plan and the National Land Transport Programme. This applies not only to the development of new infrastructure but also its continued maintenance and operation. Council is currently in the process of developing our Climate Change Strategy and consider that it will be necessary to engage and consult with local authorities on the National Adaptation Plan.
30. GPS 2021 also appears to not fully consider the significant harm that transport systems can impose on the environment. There is a range of effects on water, wildlife and soils, as well as on communities that have been split by roading infrastructure or that have been bypassed through the construction of new roads, that also need to be recognised and addressed.
31. Council also contends that, in addition to recognising that mode shift also needs to be supported outside of the major cities, that the GPS should also address the fact that changing to more environmentally friendly fuel types across New Zealand also requires supporting infrastructure. Charging points can very often require changes to the local and state highway roading network that needs to be provided for in this activity class.
32. There is also a role for technology in both improving access to transport services and reducing the need to travel. COVID-19 has changed our working patterns and has led to benefits such as decreasing fatalities and accidents on our roads, emissions, noise and pollution levels, and congestion, as well as improvements in air quality. Whilst travel levels

are likely to approach pre COVID-19 levels as we recover, the benefits of technology in supporting climate change policies should also be recognised.

33. COVID-19 may also lead to the decentralising of services, which will also need to be supported by appropriate infrastructure.

### **Indicators for How Progress Will Be Measured**

34. Council supports indicators as a way of measuring results but have the following comments:

- Who will be expected to measure these indicators?
- Indicator 3: What is a reasonable travel time?
- Indicator 4: How is frequent public transport service determined?
- Indicator 6: Does predictable journey time mean predictably good or predictably bad and how do you measure success?

### **Funding**

35. Whilst Council supports the need for transport investment, it is concerned with the ability to meet the expected local share. Kāpiti Coast District has a growing elderly population on fixed incomes, and affordability is an ongoing and major issue when developing infrastructure programmes and budgets. We consider that a review of wider funding policies, including the Funding Assistance Rate (FAR), is necessary to address issues around constrained local share funding.
36. Council supports the increase in funding availability for local road maintenance as we consider this is required to ensure a high standard and safe network, however there appears to be little mention of this in the main body of GPS 2021.
37. Council, is disappointed that the funding for local road improvements has decreased significantly compared to GPS 2018. In 2022/23 this is proposed to decrease by over 50% and is comparatively disproportionate to the proposed reduction in spending on state highway improvements. Council considers that if there is an issue with previous years uptake of funding within this category then that is more likely a further indication of the financial pressures Local Authorities are under with regard to the ability to fund their share of any project.
38. Council requests further consideration of how the relationship between different funding options in the proposed funding toolkit can support local authorities in the delivery of local and regional schemes. Councils investment decisions are made within the context of funding constraints and our financial strategy has a focus on reducing the council's debt.
39. There is significant pressure on council to keep rates and debt down, yet there is increasing need to invest in roading to support growth and outcomes sought in the GPS. For council to support the principles in the Government GPS the GPS also needs to recognise the need for support for council investment in these assets. It may be that further consideration needs to be given to a greater government contribution through a changed funding assistance rate for projects that help deliver on the GPS 2021 objectives.
40. The government should work with local government to review local government funding tools / financing options to ensure a sustainable long term approach to funding

infrastructure. Part of this discussion needs to be the misalignment in timing of funding processes between the Local Government Act 2002 (Long Term Plan budgets) and the Land Transport Management Act 2003 (RLTP/NLTP).

41. We seek clarity on whether the Waka Kotahi board's ability to approve a local share for projects such as State Highway improvements. Is this to enable local authorities to drive projects they would like to see on State Highways, or will it allow Waka Kotahi to require local authorities to pay a local share on a State Highway schemes. The latter would not be supported by Council.

### **General comments**

42. GS 2021 identifies that it provides stronger guidance on what Government is seeking from land transport investments but lacks some of the detail in GPS 2018.
43. Council agrees with the need to better align transport and land use planning but notes that other legislative change may be required to realise this. The linkages between the Land Transport Management Act 2003 (LTMA), the Resource Management Act 1991 (RMA) and the Local Government Act 2002 (LGA) are poor and pose a significant barrier to greater integration.
44. In particular, the RMA can often create inflexibilities in the District Plan development process that make changes difficult to achieve without a plan change process, which is resource intensive and time consuming.
45. Council also considers that the social and economic impacts of transport projects should also be recognised. Mackays to Peka Peka and Peka Peka to Ōtaki Expressways, for example, have contributed significantly to an increase in retail and tourism spending in Kāpiti (around 15% in Paraparaumu Beach). Transport plays a key role in contributing to the wellbeing of our communities, it influences the ability to move around and has an immense impact on people lives.
46. We consider that there is a need for a stronger focus on resilience as there are important risks and challenges that need to be addressed. In some cases, resilience and the ability to attain business as usual as quickly as possible after an event will mean that new infrastructure (which may be underutilised on a day-to-day basis) could be as important as mode shift.
47. We urge that the resilience work undertaken by Waka Kotahi is built upon, and look forward to the National Adaptation Plan.

### **Conclusion**

48. Kāpiti Coast District Council supports the strategic priorities in the GPS 2021 but wish to raise a number comments on investment priorities including that Council:
- supports the need to better align transport and land use planning;
  - is advocating for investment in public transport and electrification / double tracking to support communities in the north of the district;
  - contends that there is a need to consider connections between modes and mode share plans outside of cities;
  - considers that the funding toolkit should be developed with local authorities to ensure sustainability;

- wants to see transport affordability as promised in GPS2018 as this has not been fully addressed;

supports climate change priority but is keen to understand the relationship between National Adaptation Plan being developed and the National Land Transport Programme and considers need stronger resilience focus;

Yours sincerely

Wayne Maxwell

**Chief Executive**

Date 11 May 2020

Ministry of Transport  
PO Box 3175  
WELLINGTON 6140  
Attn: draft Rail Plan team

Dear Sir / Madam

**Draft New Zealand Rail Plan**

1. Thank you for the opportunity to submit on the Draft New Zealand Rail Plan(DNZRP).

**General**

2. Council generally supports the proposals but would like to take this opportunity to raise issues of relevance to Kapiti Coast District Council.
3. The Kāpiti Coast has seen significant growth in the last 30 years and our population predictions identify that this trend is expected to continue. Population growth and rail investment has led to the passenger rail boardings on the Kapiti line increasing by almost one million over five-year period between 2014 and 2019.
4. Between 2016 and 2019 overall patronage on the Kapiti Line increased by 11.3% (or 609,607 trips), and 72% of this growth has come from passengers in the Kāpiti Coast. Over the same 4-year period there has been a significant increase in passengers alighting at stations in Kāpiti including Waikanae (+61%), Paraparaumu (+68%) and Paekākāriki (+48%).
5. Council contends that this, along with the growth proposed in Kāpiti, demonstrates that there is significant potential to encourage further rail passenger growth if improved services and infrastructure were provided, particularly to the north of Waikanae and on to Palmerston North. It will also address transport issues such as congestion and parking. Of relevance is that some of the parking issues in Waikanae, around our rail station, are being caused by commuters travelling from Ōtaki and further north to catch rail services from Waikanae as a result of the limited Capital Connect service.

**Strategic Context**

6. We recognise that the DNZRP supports the priorities contained within the Transport Outcomes Framework. However, we wonder whether this should also make more reference to the Draft Government Policy Statement on Land Transport 2021 (GPS), which guides investment in the Rail Network Investment Improvement.

7. Council would also question what is meant in by saying that “Rail enables people in our cities to commute and engage in employment opportunities”. Does this extend beyond the city to the regions? If not there should be recognition of the importance that rail plays in opening up social, cultural, educational economic opportunities in our towns, and smaller cities such as Paraparaumu and Porirua, to support wellbeing.

### **Strategic Priorities**

8. We agree that rail forms an essential part of a multi-modal transport network and support the restoration of a resilient, reliable and safe freight and passenger rail network.
9. In achieving mode shift and a true multi-modal network, it should also be recognised that access to stations by all modes is an important part of the puzzle. Kapiti Coast District Council will be working with Greater Wellington Regional Council to develop station access plans, which will require infrastructure improvements to support better access to rail stations.

### **Investment Priorities for Rail**

10. Council is pleased that the DNZRP recognises the need for investment in the Kapiti Line, but would advocate for further infrastructure improvements and to be implemented more quickly than is envisaged in the plan.
11. We support investment in the Capital Connect service, and consider that funding for both infrastructure and rolling stock is required to realise service improvements. With the level of growth both within Kāpiti and north in areas such as Levin, rail will play an important part in supporting mode shift.
12. Council also supports full electrification of the North Island Main Trunk line and the continuation of crown and Kiwirail investment in rolling stock.
13. Council notes that a number of investments are identified for the Kapiti Line including:
  - Those contained within the Wellington Metropolitan Rail Upgrade Programme;
  - Increased capacity at Wellington Station;
  - A turn back facility at Plimmerton station to make it a terminus station;
  - Reducing the length of Kāpiti Line North – South junction single track;
  - Standardised loop lengths between Palmerston North and Waikanae; and
  - A new platform at Waikanae and further grade separation of the Kapiti Line.

14. However, we are disappointed that, with the exception of the turn back facility at Plimmerton, these schemes have been identified as future opportunities only. It is also unclear whether the electrification of the Wellington section of the North Island Main Trunk Line will be delivered by the Wellington Metropolitan Rail Upgrade Programme or through another mechanism. We understand that the section between Hamilton and Palmerston North is already electrified but also that section between Palmerston North and Otaki is not in the Greater Wellington Region. It is also understood that whilst the electrification between Wellington and Waikanae operates on 1600V DC, the Hamilton to Palmerston North section operates on 25kV AC. If the electrification of the North Island Main Trunk line is not to be consistent along the whole route, then funding will need to be available to ensure that rolling stock can operate on both networks (dual voltage).
15. Council considers that cross-boundary complexities should not disadvantage our community and project delivery. When considering the rail network and infrastructure improvements Palmerston North to Wellington should be seen as one transport 'catchment'. This has the potential to provide better economies of scale and enable more innovative thinking about funding options.
16. Council is also keen to understand what "*reducing the length of Kāpiti Line North – South junction single track*" means on the ground, and where a new platform at Waikanae is expected to be located. Council has been developing the town centres project, which includes Waikanae, and we would welcome the opportunity to discuss how the new platform at Waikanae can complement this work.
17. Council considers that the rail network is critical to encourage mode shift, particularly for commuter journeys within our District and into the City. Currently there is heavy reliance on the private car, where over 50% of our workforce commute in a private vehicle or company car and 36.3% of our residents travel outside of Kapiti for work. This contributes to transport issues within the District and in Wellington City where parking and congestion are an issue. Kāpiti has advocated for some time for improved double tracking and electrification of the rail north of Waikanae, to better serve communities such as Ōtaki in the north of our District, and support mode shift and the future growth of the District. We consider that the double tracking, beyond what is already funded, is required and this will support electrification.
18. Council notes that a strategic investment priority is securing land for the intermodal freight hub at Palmerston North, but we consider that it should be supported by improved rail infrastructure if it is to fulfil its role as a '*critical freight distribution centre for the lower North Island*'.
19. Council notes that other funding opportunities will be identified in the final documents and feel it would have been useful to identify what these are in the DNZRP, to enable feedback and so that submitters are able to understand if this provides the opportunity to expedite projects.



20. We support \$100 million per year in the GPS 2021, and Provincial Growth Funding, which can contribute towards a sustainable nationwide rail network for intercity travel and cater for domestic and international tourism. However, we consider that this should not be the expense of other activity classes such as local road improvements.

**Conclusion**

21. Kāpiti Coast District Council appreciates the opportunity to comment on the draft Government Policy Statement on Land Transport (GPS) 2021. However, would like to see further investment on the North Island Main Trunk Line and Kapiti Line as well as in rolling stock to support improved rail services.

Yours sincerely

Wayne Maxwell  
Chief Executive

**9 CONFIRMATION OF MINUTES****9.1 CONFIRMATION OF MINUTES**

**Author:** Grayson Rowse, Democracy Services Advisor

**Authoriser:** Janice McDougall, Group Manager People and Partnerships

**RECOMMENDATIONS**

1. That the minutes of the Emergency Council meeting on 25 March 2020 be accepted as a true and accurate record of the meeting.
2. That the minutes of the Council meeting on 30 April 2020 be accepted as a true and correct record of the meeting

**APPENDICES**

1. Minutes of Emergency Council meeting 25 March 2020 [↓](#) 
2. Minutes of Council meeting 30 April 2020 [↓](#) 

**MINUTES OF KAPITI COAST DISTRICT COUNCIL  
EMERGNECY COUNCIL MEETING  
HELD AT THE COUNCIL CHAMBER, GROUND FLOOR, 175 RIMU ROAD, PARAPARAUMU  
ON WEDNESDAY, 25 MARCH 2020 AT 5.30PM**

**PRESENT:** Mayor K Gurunathan, Deputy Mayor Janet Holborow, Cr Angela Buswell, Cr James Cootes, Cr Jackie Elliott, Cr Gwynn Compton, Cr Jocelyn Prvanov, Cr Martin Halliday, Cr Sophie Handford (via audio link), Cr Robert McCann, Cr Bernie Randall (via audio link)

**IN ATTENDANCE:** Mr Wayne Maxwell, Mr Tim Power, Mr Grayson Rowse, Ms Tanicka Mason

**APOLOGIES:** Nil

**LEAVE OF  
ABSENCE:** Nil

**1 WELCOME**

The meeting was opened by Mayor K. Gurunathan at 5.37pm.

**2 COUNCIL BLESSING**

Mayor K. Gurunathan welcomed everyone to the meeting and read the Council blessing.

**3 APOLOGIES**

There were none.

**4 DECLARATIONS OF INTEREST RELATING TO ITEMS ON THE AGENDA**

There were none.

**5 MEMBERS' BUSINESS**

(a) Public Speaking Time Responses

There had been no Public Speaking and so no responses were required..

(b) Leave of Absence

There were none.

(c) Matters of an Urgent Nature (advise to be provided to the Chair prior to the commencement of the meeting)

## 6 REPORTS

### 6.1 DELEGATIONS FOR DECISION MAKING DUE TO COVID-19

Tim Power presented the report.

Parliament had passed an Urgent Covid-19 Response Act, addressing matters in this report.

Councillors thanked staff for their work in this matter, and generally in response to COVID19

#### RESOLUTION 2020/2

Moved: Cr James Cootes

Seconder: Deputy Mayor Janet Holborow

That the Council:

- a) **Receive** the information.
- b) **Note** that the legislative change to remove the requirement that councillors meet “in person” in order to satisfy a quorum has been passed.
- c) ~~**Note** that the Epidemic Preparedness Act 2006 process to amend requirements set out in legislation has not yet been commenced.~~
- d) **Agree** that the delegation to the Strategy and Operations Committee will have all the delegated powers, duties and functions of the Council, except those specified in the Local Government Act.
- e) **Agree** to amend the delegation to the Strategy and Operations Committee so that the Committee will have a quorum of two members.
- f) **Agrees**, with immediate effect, that meetings of Council's other committees and other decision making bodies (including Community Boards) are suspended until further notice, and decisions that otherwise would have been considered by those decision making bodies will be referred to the Council or Strategy and Operations Committee for decision.
- g) **Agree** that the Strategy and Operations committee will only meet in the event that Council is unable to meet any quorum requirements
- h) **Agree** that the arrangements set out in paragraphs (a) – (g) will remain in force for such time as New Zealand or the Kāpiti Coast District Council district remains at COVID-19 alert level 3 or 4

**CARRIED**

The Council meeting closed at 6.14pm.

.....  
**CHAIRPERSON**

**MINUTES OF KAPITI COAST DISTRICT COUNCIL  
COUNCIL MEETING  
HELD AT THE COUNCIL CHAMBER, GROUND FLOOR, 175 RIMU ROAD, PARAPARAUMU  
ON THURSDAY, 30 APRIL 2020 AT 9.30AM**

**PRESENT:** Mayor K Gurunathan, Deputy Mayor Janet Holborow, Cr Angela Buswell, Cr James Cootes, Cr Jackie Elliott, Cr Gwynn Compton, Cr Jocelyn Prvanov, Cr Martin Halliday, Cr Sophie Handford, Cr Robert McCann, Cr Bernie Randall

**IN ATTENDANCE:** Wayne Maxwell, Natasha Tod, Sean Mallon, Janice McDougall, Mark de Haast, Angela Bell, Tim Power, Jacinta Straker, Leyanne Belcher, Kathy Spiers, Allison Law, Tanicka Mason, Grayson Rowse, Chris Pearce, Angela Bell, Susan Owens, Joe Dawson, Morag Taimalietane, Gary Simpson, Holly Ewens, Pei Shan Gan, Jill Griggs, Chris Papps

**APOLOGIES:** Nil

**LEAVE OF  
ABSENCE:** Nil

**1 WELCOME**

**2 COUNCIL BLESSING**

The Mayor welcomed everyone to the meeting and Cr Handford read the Council blessing.

**3 APOLOGIES**

Nil

**4 DECLARATIONS OF INTEREST RELATING TO ITEMS ON THE AGENDA**

**5 PUBLIC SPEAKING TIME FOR ITEMS RELATING TO THE AGENDA**

Janice McDougall explained the reasons for public speaking time not being available at this time. Cr Randall raised concerns on behalf of constituents.

Trevor Daniell from Grey Power spoke about the Kapiti Gateway, and responded to questions and comments from Crs Cootes and Elliott.

Alison Lash spoke to matters on climate change, and responded to questions Crs Buswell, Compton, Elliott, Holborow, Prvanov

**6 MEMBERS' BUSINESS**

- (a) Public Speaking Time Responses – Chief Executive responded regarding Kapiti Gateway, Cr Halliday spoke in reply to Trevor Daniell and Alison Lash  
Crs Compton, Elliott, Cootes, and Prvanov spoke in reply to Chief Executive's comments

- (b) Leave of Absence - nil
- (c) Matters of an Urgent Nature (advise to be provided to the Chair prior to the commencement of the meeting) - nil

## 7 MAYOR'S REPORT

No report

## 8 REPORTS

### 8.1 PHASE 1 - SUSTAIN COMMUNITY SUPPORT PACKAGE

Mark de Haast presented report as read, and answered questions from members.

An additional motion to allow carry-over of unspent budgets was added.

#### RESOLUTION 2020/16

Moved: Cr Angela Buswell

Seconder: Cr Martin Halliday

- 1) The Council notes and receives this report.
- 2) The Council formally approves the Council's commitment to a multi-stage (sustain, restore, rebuild) community support package approach to best support the Community to get through COVID-19.
- 3) The Council formally considers and approves the Phase 1 - Sustain Community Support Package, set out in paragraph 10 of this report, following an agreement in principle on Tuesday 7 April 2020.
- 4) The Council notes that the costs of the Phase 1 - Sustain Community Support package cannot be accurately determined.
- 5) The Council notes that staff will develop both the "restore" and "rebuild" community support packages for future consideration by the Council once the impacts of COVID-19 are better understood.
- 6) The Council approves the Community Boards to carry-over any unspent 2019/20 grants to 2020/21.

**CARRIED**

Meeting adjourned 11.20am

Meeting resumed 11.40am

### 8.2 2020/21 DRAFT ANNUAL PLAN

Mark de Haast presented report and answered questions from members.

The resolutions were taken individually

#### RESOLUTION 2020/17

Moved: Cr James Cootes

Seconder: Deputy Mayor Janet Holborow

It is recommended that Council

109) Notes the risks outlined by Officers associated with the proposed rates reduction options described in paragraphs 42 to 63 of this report.

**CARRIED**

**RESOLUTION 2020/18**

Moved: Cr James Cootes

Seconder: Deputy Mayor Janet Holborow

It is recommended that Council:

110) Approves the following changes for the draft 2020/21 Annual Plan:

110.1) Reduce the growth assumption rate.

110.2) Fund a community support package.

110.3) No increase to fees and charges above 2019/20 levels.

110.4) No increase to fixed and variable water rates.

110.5) Remove inflationary increases from operating budgets.

110.6) Recovery funding - to allow us to sustain and rebuild our community.

110.7) Remove additional depreciation funding in 2020/21 to continue closing the non-funded depreciation gap.

**CARRIED**

Abstention: Cr Randall

**RESOLUTION 2020/19**

Moved: Cr James Cootes

Seconder: Deputy Mayor Janet Holborow

It is recommended that Council:

111) Approves the reductions to the fees stated in paragraph 51 of this report.

**CARRIED**

**RESOLUTION 2020/20**

Moved: Cr James Cootes

Seconder: Deputy Mayor Janet Holborow

It is recommended that Council:

112) Notes that the fees and charges are scheduled to be presented to Council for adoption on 28 May 2020.

**CARRIED**

**RESOLUTION 2020/21**

Moved: Cr James Cootes  
Seconder: Deputy Mayor Janet Holborow

It is recommended that Council:

- 113) Agrees that there are no significant or material differences between the content of the Long Term Plan 2018-38 for the year 2020/21 and the draft Annual Plan for 2020/21.

**CARRIED**

**RESOLUTION 2020/22**

Moved: Cr James Cootes  
Seconder: Deputy Mayor Janet Holborow

It is recommended that Council:

- 114) Agrees that formal consultation is not required for the 2020/21 Annual Plan, in accordance with section 95(2A) of the LGA.

**CARRIED**

**RESOLUTION 2020/23**

Moved: Cr James Cootes  
Seconder: Deputy Mayor Janet Holborow

It is recommended that Council:

- 115) Approves the engagement approach to inform the community outlined in paragraphs 88 to 100 of this report.

**CARRIED**

**RESOLUTION 2020/24**

Moved: Cr James Cootes  
Seconder: Deputy Mayor Janet Holborow

It is recommended that Council:

- 116) Approves the delegation for finalising the Information Document to a panel comprising the Mayor, the Deputy Mayor, Councillor Cootes, Councillor Compton, and the Chief Executive.

**CARRIED**

**RESOLUTION 2020/25**

Moved: Cr James Cootes  
Seconder: Deputy Mayor Janet Holborow

It is recommended that Council:

- 117) Notes that the 2020/21 Annual Plan is scheduled to be presented to Council for adoption at a Council meeting on 25 June 2020.

**CARRIED**



**RESOLUTION 2020/26**

Moved: Cr James Cootes

Seconder: Deputy Mayor Janet Holborow

It is recommended that Council:

118) Approves an average rates increase of 2.6% for the draft 2020/21 Annual to be finalised on the 25 June 2020.

**CARRIED**

Crs Compton and Randall voted Against

**RESOLUTION 2020/27**

Moved: Cr James Cootes

Seconder: Deputy Mayor Janet Holborow

It is recommended that Council:

119) Notes that council staff will come back to elected members with an updated capital works program list.

**CARRIED****RESOLUTION 2020/28**

Moved: Cr James Cootes

Seconder: Deputy Mayor Janet Holborow

It is recommended that Council:

120) Notes that the Chief Executive and senior leadership team will continue to look for further savings

**CARRIED**

Meeting adjourned at 2.20pm

Meeting resumed at 2.40pm

**MOTION****RESOLUTION 2020/29**

Moved: Deputy Mayor Janet Holborow

Seconder: Mayor K Gurunathan

That the Council extend its sitting beyond six hours to complete items 8.3, 9, 10, 11 and 12 on the agenda.

**CARRIED**

**8.3 HOUSING NEEDS AND FUTURE OPPORTUNITIES**

Cr McCann introduced report. Janice MacDougall introduced Clint Fisher from The Property Group, spoke to the report, and answered questions from members.

**RESOLUTION 2020/30**

Moved: Cr Robert McCann

Seconder: Cr Jackie Elliott

- 56) That the Council notes that the 2018-38 Long Term Plan (LTP) provided mandate and direction for the Council to consider its future role in housing.
- 57) That the Council notes and endorses the Housing Programme Assessment report, attached as Appendix One, and agrees to establish a housing programme based on the steps it identifies.
- 58) That the Council notes COVID-19 will impact the pace and scale of implementation and that the timeframes for delivery will be further considered through the development of a detailed work programme.
- 59) That the Council agrees that Council Officers should continue to progress Actions 1, 2, 3, 4, 7, 10 and 14 from the Housing Programme Assessment as time and resource allows while a detailed housing work programme is developed.
- 60) That the Council note the comparison of the recommendations and actions from the Kāpiti Communities Housing Taskforce Report and Housing Programme Assessment report, as detailed in Appendix Three.
- 61) That the Council approve the Council Officer response to the recommendations made through the Taskforce Report Recommendations, as detailed in Appendix Three.

**CARRIED**

**9 CONFIRMATION OF MINUTES****9.1 CONFIRMATION OF MINUTES****RESOLUTION 2020/31**

Moved: Deputy Mayor Janet Holborow

Seconder: Cr Gwynn Compton

- 1) That the minutes of the Council meeting on 12 December 2019 be accepted as a true and accurate record of the meeting.

**CARRIED**

**RESOLUTION 2020/32**

Moved: Deputy Mayor Janet Holborow  
 Seconder: Cr Sophie Handford

- 2) That the minutes of the Council meeting on 30 January 2020 be accepted as a true and accurate record of the meeting.

**CARRIED**

**RESOLUTION 2020/33**

Moved: Cr Robert McCann  
 Seconder: Cr James Cootes

- 3) That the minutes of the Council meeting on 27 February 2020 be accepted as a true and accurate record of the meeting

**CARRIED**

**10 PUBLIC SPEAKING TIME**

- Covering other items if required
- Public Speaking Time responses

**11 CONFIRMATION OF PUBLIC EXCLUDED MINUTES****12 PUBLIC EXCLUDED REPORTS****RESOLUTION TO EXCLUDE THE PUBLIC****PUBLIC EXCLUDED RESOLUTION 2020/34**

Moved: Mayor K Gurunathan  
 Seconder: Cr James Cootes

That, pursuant to Section 48 of the Local Government Official Information and Meetings Act 1987, the public now be excluded from the meeting for the reasons given below, while the following matters are considered.

The general subject matter of each matter to be considered while the public is excluded, the reason for passing this resolution in relation to each matter, and the specific grounds under section 48(1) of the Local Government Official Information and Meetings Act 1987 for the passing of this resolution are as follows:

General subject of each matter to be considered	Reason for passing this resolution in relation to each matter	Ground(s) under section 48 for the passing of this resolution
<b>11.1 - Confirmation of Publicly Excluded Minutes</b>	Section 7(2)(a) - the withholding of the information is necessary to protect the privacy of natural persons, including that of deceased natural persons	Section 48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for

	<p>Section 7(2)(h) - the withholding of the information is necessary to enable Council to carry out, without prejudice or disadvantage, commercial activities</p> <p>Section 7(2)(i) - the withholding of the information is necessary to enable Council to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)</p>	withholding would exist under section 6 or section 7
<b>CARRIED</b>		

**RESOLUTION 2020/35**

Moved: Cr James Cootes

Seconder: Mayor K Gurunathan

That the Council moves out of a public excluded meeting.

**CARRIED**

The Council meeting went into public excluded session at 3.40pm.

The Council came out of public excluded session at 3.54pm.

**The Council meeting closed at 3.57pm.**

.....  
**CHAIRPERSON**

**10 PUBLIC SPEAKING TIME**

- Covering other items if required
- Public Speaking Time responses

**11 CONFIRMATION OF PUBLIC EXCLUDED MINUTES**

Nil

**12 PUBLIC EXCLUDED REPORTS**

Nil