Annexure 5: Ascot on Fenton (247 Fenton Street & 12 Toko Street) – LU24-010188

1. Introduction

1.1. Resource consent to continue use of 247 Fenton Street and 12 Toko Street for Contracted Emergency Housing (CEH) was lodged with Rotorua Lakes Council (RLC) on 14 June 2024. CEH is described in detail in the Application and in my Primary Evidence. To summarise, the proposal is to:

(a) Continue to use the existing buildings and facilities on the subject site for CEH, primarily for whānau with children or rangatahi (young people) and disabled people;

(b) Provide on-site support services for CEH occupants and 24/7 security provided and managed by a dedicated Service Provider. The current service provider for this site is WERA Aotearoa Charitable Trust;

(c) Operate CEH from the site for a maximum of one year from the date of the expiry of the existing resource consent, taking the use of the site as CEH through to 15 December 2025.

(d) Resume the use of the site as a long-standing motel activity (tourist accommodation) when the site is no longer operated as a CEH site.

FIGURE 1: SUBJECT SITE AT 247 FENTON STREET & 12 TOKO STREET (SOURCE: GRIP MAPS)

2. Activity status

Operative Rotorua District Plan 2016 – reformatted 2024

2.1 The eastern half of the subject site is located in the Commercial 4 zone and the western half of the subject site is located in the Residential 2 zone.

2.2 As discussed in my Primary Evidence, the activity has been assessed as a **Non-Complying Activity** pursuant to **Rules COMZ-R1** and **RESZ-R2.**

3. Site specific matters raised in submissions

3.1. The site specific s42A report by Mr Grace (Consultant Planner) provides an overview of the notification process and submissions raised. I note that many submitters made 'blanket' submissions which relate to all applications. As such, I have considered issues raised in submissions relevant to all Applications in my Primary Evidence.

3.2. There were 176 submissions from 37 submitters in relation to all seven resource consent applications for CEH, of which, two submitters raised site specific submission points ('non-blanket' submissions) to the resource consent application relating to 247 Fenton Street and 12 Toko Street. One submitter oppose the proposal and one submitter is in support.

3.3. The key issues raised by the opposing submitter is summarised as follows:

- Concerns about tourism character, damaging reputation and loss of pride in the city. Fenton Street no longer the Golden Mile.
- Concerns about the exit plan and conditions following through

3.4. The key submission points raised by the supporting submitter are summarised as follows:

- There is a need for safe, supported and stable homes
- Wrap around services and support model is sufficient
- Submitters experienced zero negative incidents from the motel site

3.5 Submissions relating to social effects and tourism effects have been addressed in my Primary Evidence. No further discussion will be undertaken regarding these issues here.

3.6 External and internal amenity effects specific to the site are not addressed in my Primary Evidence. These are discussed in my effects assessment below.

3.7 I agree with the analysis and conclusions within Mr Grace's s42A report with regard to submissions received on this property.

4. Assessment of effects

4.1 My Primary Evidence discusses effects as they relate to all Applications. The following discusses effects specifically relevant to this site:

(a) Positive effects

(b) Character and amenity effects

(i) Internal

(ii) Streetscape and external amenity

(c) Traffic effects

(d) Noise effects

(e) Infrastructure

(f) Financial contributions

4.2 These effects have been assessed in the resource consent application, with relevant matters raised in submissions and Council's s42A report included in the following sections.

4.3 Submitter concerns relating to all sites have been addressed in my Primary Evidence.

Positive effects

4.4 The positive effects of the proposal are outlined in the Application and in my primary evidence. The use of the site for CEH has provided additional housing to whanau with children who have an urgent need for housing and access to emergency residential accommodation. The site has been managed appropriately through resource consent conditions and on-site social wrap-around services which assist with the daily functioning of the site.

4.5 The application has a limited duration of one year which will not restrict the use of the site as a motel or another appropriate land use in the future.

Character and amenity effects

Internal amenity

4.6 Internal amenity relates to the quality of the on-site living environment for those staying in CEH, including access to on-site amenities typically associated with domestic living, open space and on-site services.

4.7 The application AEE stated that the on-site outdoor open space is not a strong feature of the sites existing built environment, and physical changes are not proposed in this regard.

4.8 Mr Grace's s42A report raised concerns regarding levels of internal amenity for CEH occupants who are more likely to spend more time within the units during the day and reside for a longer period of time in comparison to motel guests.

Internal amenity – outdoor living space

4.9 Access to on-site open space is one element that can contribute to a high-quality living environment. In my opinion, the extent and quality of the onsite amenity (including provision of open space) must be considered within the context of CEH providing a short-term place of residence for members of the community who otherwise have no tenable or better alternative accommodation.

4.10 Mr Grace has assessed the site as having no private outdoor living space as the areas are fully enclosed, under an eave and within walls. Other than these outdoor areas, the site does not contain any shared outdoor space aside from a small section of paved area containing a trampoline.

4.11 Overall, Mr Grace considers that the site does not comply with outdoor living space standards in the District Plan, with mitigating factors being the short-term nature of the activity and the fact that the surrounding area is well served with local amenities and social infrastructure. I agree with this conclusion.

Internal amenity – suitability for children

4.12 Mr Peacocke identifies the site as being "unacceptable" for children aged from zero to seven years as there is no safe outdoor space for plan, and "low" for as ages eight to 18 years.

4.13 As such, Mr Peackocke recommended consent condition 7 in relation to on-site age restrictions, and consent condition 16 to ensure the existing play area is retained. As noted in my Primary Evidence, I do not dispute the evidence of Mr Peacocke. However, for the reasons outlined in my Primary Evidence, and relying the evidence of Mr Wilson, placing restrictions on the use of some CEH motels/units for certain age groups of children has the potential to prevent some whānau from being able to access CEH. For this reason conditions 7 and 8 should be deleted.

Internal amenity – occupancy rate

4.14 The Application proposes a maximum of 43 occupants within 14 units. This number excludes staff and infants under 18 months old. A number of submitters raised concerns that relate to the issue of overcrowding affecting the internal amenity of the units.

4.15 Ultimately, the provision of contracted emergency housing through the site provides a necessary option for vulnerable individuals and families who urgently

require accommodation. The site facilities are considered appropriate for contracted emergency housing. Mr Grace's s42A report recognised this need and concluded that while the motel may not provide a high level of amenity in comparison to a typical permanent residential unit, the recommended consent conditions will avoid key concerns such as overcrowding and negative impacts on children (in relation to play). I agree with this conclusion.

4.16 Overall, it is my opinion that effects relating to on-site amenity are acceptable and no parties will be adversely affected.

Streetscape and External Amenity

4.17 No changes are proposed in relation to the buildings, and the AEE in the Application for 247 Fenton Street and 12 Toko Street remains valid in this regard.

4.18 The site has frontage to Fenton Street (COMZ4) and Toko Street (RESZ2). The site adjoins other emergency housing sites to the north and south, as well as one residential property to the north. I agree with Mr Grace's assessment in relation to external effects on the Fenton Street and Toko Street frontages. Specifically, I agree with the inclusion of recommended consent condition 12 in relation to retaining planter boxes.

4.19 I also acknowledge that the owner of the neighbouring property (20 Fenton Street) submitted in support of the application, stating they have had zero negative experiences with CEH residents since residing at their property.

4.20 Mr Grace concluded that provided the existing external boundary treatments and landscaping features are retained along the boundaries of the site through recommended conditions and the SMP, the character and design-related effects from the proposal are considered acceptable. I agree with this conclusion.

Traffic related effects

4.21 The application assessed traffic related effects of the proposed continued use of the site for CEH and determined that adverse traffic related effects are expected to be less than minor.

4.22 There are no changes proposes to the existing carparking arrangement, with the site being well catered from a vehicle access and parking point of view. Furthermore, the site is located close to public transport networks and is within walking distance to local amenities.

4.23 Council's development engineers have no concerns with the application in relation to traffic effects. As such, Mr Grace considered transport effects to be acceptable and no further traffic-related conditions are recommended. I agree with this conclusion.

Noise effects

4.24 The application assessed the potential for adverse noise effects in relation to the use of the site for CEH. It was determined that as with any residential activity, general noise may be associated with emergency housing, however this will be dispersed throughout the site and will be domestic in nature. Overall, it is expected that any noise generated from the site will not exceed the permitted noise levels for this environment, nor is it expected to be any greater than the noise generated from the use of the site as a motel.

4.25 The SMP will continue to effectively ensure noise from within the site is adequately managed. It should be noted that there have not been any excessive noise complaints from neighbouring properties under the existing resource consent for CEH at the site.

4.26 In addition to the SMP, Mr Grace recommends condition 26(i) which provides an 0800 telephone line for the community to address noise complaints. I consider this an effective method for the community to raise noise complaints if/when necessary.

4.27 Mr Grace considers that with the SMP and recommended condition 26(i) in place, any potential noise effects from the proposal will be acceptable. I agree with this conclusion

Infrastructure

4.28 I agree with and accept the s42A analysis with regard to effects on infrastructure

Financial contributions

4.29 I agree with and accept the s42A analysis with regard to financial contributions

5. Relevant planning framework

5.1. The higher order planning framework is discussed in my Primary Evidence. Below I will discuss the Operative District Plan (District Plan) in the context of 247 Fenton Street and 12 Toko Street where there are particular matters that are distinct from my assessment in my Primary Evidence.

Operative District Plan Zone and CEH

5.2 The eastern half of the site is within the Commercial 4 Zone (COMZ4 Zone), with the western half of the site being within the Residential 2 Zone (RESZ2).

5.3 The Commercial 4 zone is described in the District Plan as:

"Tourism accommodation concentrated along city entranceways and arterial routes such as Fenton Street and Lake Road. Activities within the Commercial 4 zone consist of motels or large apartment style buildings commonly two storeys in height, with signage that maintains surrounding amenity. The buildings are

designed to cover the majority of the land area and have minimal yards that are landscaped where they adjoin the road."

5.4 The Residential 2 zone is described in the ODP as:

"Areas with good accessibility to commercial activities, public open space and community services, used predominantly for high density residential activities such as apartments, rest homes, and other compatible activities. Over time as an increase in residential density occurs, a high density residential urban built character is expected, including six storey residential buildings."

5.5 In my opinion, the proposal aligns with these zone descriptions. CEH is very similar to the operation of a motel or to medium density residential housing. As discussed previously, the proposal includes the reversion back to traditional 'tourist accommodation' following the one year duration of the consent being sought.

5.6 I note that the District Plan provides for 'community housing' as a permitted activity in both the Commercial 4 and all residential zones of the District Plan. The only reference to emergency housing in the District Plan is in the definition of 'community housing'.

Commercial Zone Objectives and Policies

5.7 COMZ-O1 aims to keep commercial centres compact and have commercial and tourism centres that effectively service and support the needs 'of the surrounding community. Operating CEH on the subject site aligns with the hierarchy of compact commercial and tourism centres in Rotorua. The proposal clearly supports the needs of the community by providing housing for those where there is an urgent housing need. It is intended that the proposed use of the site and buildings for CEH for a further duration of one year beyond what is already consented does not represent the permanent conversion of tourist accommodation to permanent residence.

5.8 Also relevant to this site is supporting Policy COMZ-P5 as addressed in Mr Grace's s42A report and Policy COMZ-P6 as addressed in the application. These policies provide direction for sites located in the Entranceway Accommodation and Tourism area. Mr Grace considers the proposal to be consistent with the policy direction in relation to high density residential uses within the COMZ4 Zone. I agree with this conclusion.

Area Specific Matters - Design and appearance of buildings

5.9 As identified in the application, objectives COMZ-O2, COMZ-O3 and COMZ-O4 address design and appearance of buildings, and commercial activities within non-commercial zones. Relevant supporting policies are COMZ-P9, COMZ-P10, COMZ-P12, and COMZ-P13.

5.10 In addition to the objectives and policies assessed in the application, Mr Grace considered Objective COMZ-O3A and Policy COMZ-P8 to be relevant to the proposal.

5.11 I agree with the assessment in S42A. In particular, a recommended condition around maintaining boundary vegetation and managing any adverse noise or disturbance effects through the SMP is supported as discussed in sections 5 and 7.

5.12 However, I disagree with the recommendations of restricting age groups of children from the motel for the reasons discussed in my primary evidence.

Area Specific Matters – Reverse Sensitivity

5.13 Mr Grace identified COMZ-O5 and COMZ-P16 in his s42A report, however he concluded that it is unlikely that the proposal will result in adverse reverse sensitivity effects for adjoining residential properties, other nearby CEH sites and the nearby commercial activities. I agree with this assessment.

5.14 Effects on businesses and properties related to acti-social behaviour, crime and tourism are discussed in my Primary Evidence.

Residential Zone Objectives and Policies

5.15 RESZ-O8 and RESZ-O14 outline the efficient use of land non-residential activities within the residential zones of the ODP. Relevant supporting policies are RESZ-P10 and RESZ-P18.

5.16 Mr Grace also considered RESZ-O9, RESZ-O10, RESZ-O11, RESZ-O12, RESZ-O17, RESZ-P11, RESZ-P12, RESZ-P13, RESZ-P14, RESZ-P15 and RESZ-P17 to be relevant to the proposal. I agree with the assessment of these objectives and policies in Mr Grace's site specific s42A report.

Area Specific Matters – Reverse Sensitivity

5.17 Mr Grace identified RESZ-O22, RESZ-O23 and RESZ-P40 in his s42A report, however he concluded that it is unlikely that the proposal will result in adverse reverse sensitivity effects for the surrounding residential zone. I agree with this assessment.

District Wide Matters

5.18 Mr Grace addresses the following objectives and policies in his site specific s42A report:

(a) Noise: NOISE-O1, NOISE-P3 NOISE-P4 and NOISE-P9

(b) Infrastructure: EIT-O3 and EIT-P14

(c) Transport: EIT-O7, EIT-P18 and EIT-P22

5.19 I agree with the assessment undertaken by Mr Grace in regard to the district-wide matters and have not identified any areas of conflict.

Objectives and policies conclusion

5.20 Overall, I consider the proposal is consistent with the objectives and policies of the District Plan.

6. Response to S42A Report's recommended conditions of consent

6.1 Appendix 1 of the site specific s42A report for 247 Fenton Street and 12 Toko Street contains draft conditions of consent recommended by Mr Grace. There is agreement around the majority of the recommended conditions. As noted above, and in my Primary Evidence, I disagree with the recommendations of restricting age groups of children from certain motel units. For this reason I recommended that conditions 7 and 8 are deleted. I have attached a set of recommended conditions below with track changes to illustrate the conditions I recommend are deleted.

7. Section 104D gateway test and part 2 analysis

7.1 As discussed in my Primary Evidence, it is my opinion that the effects of the proposal are no more than minor and the proposal is not contrary to the objectives and policies of the Rotorua District Plan. Therefore, the application passes both gateways.

7.2 As detailed in my Primary Evidence, the proposal aligns with Part 2 of the Act.

Date 22 October 2024

Angela Jones

RECOMMENDED CONDITIONS

General

1. The activity shall be in general accordance with the information submitted with the Application for Resource Consent LU24-010188, the response to the request for further information, dated 3 September 2024 and Site Plan entitled "247 Fenton Street and 12 Toko Street … Ascot on Fenton, Rotorua Motels – Emergency Accommodation", sheet 1 of 1, dated 10/07/2023.
2. Te Tuapapa Kura Kainga – Ministry of Housing and Urban Development (MHUD) shall be the Consent Holders' representative who will be the principal contact person for Rotorua Lakes Council in regard to matters relating to this consent, and:
    a. Within two weeks following the commencement of this resource consent MHUD shall inform the Rotorua Lakes Council of the MHUD's representative's name and contact details; and
    b. Should MHUD's representative's name and contact details change during the term of this resource consent, MHUD shall inform the Rotorua Lakes Council as soon as practicable, and within no more than five working days.

Contract for the operation of CEH with MHUD

3. The site must be subject to a contract for the operation of CEH with MHUD at all times.

Consent Expiry

4. This resource consent shall expire on the earlier date of either:
    a. 15 December 2025; or
    b. The date of cancellation of MHUD's contract for CEH applying to the site under Condition 3.

    Note:

    1. *Condition 4(b) does not prevent MHUD from renewing its contract with the motel operator within the overall one-year timeframe that is provided for under Condition 4(a).*
    2. *Where the consent expires, use of the site may return to tourist accommodation that operated prior to use as CEH, or another use that complies with the provisions of the District Plan.*

Cessation of the CEH Activity on the site

5. No later than 6 months prior to the consent expiry under Condition 4(a), the consent holder shall submit to the Manager, Planning & Development Solutions, Rotorua Lakes Council, or their delegate, for certification, an exit programme to end the use of the site and buildings for CEH within the timeframe granted under this consent.

    The exit programme shall, at a minimum, detail the following matters:

    a. The plans to have the residents relocated from the site at the expiry of the consent; when the CEH will not be accepting further residents; and
    b. Details of any required works to reinstate the buildings as a motel.
    c. The consent holder shall notify the Council when CEH activities have ceased.

Scale and Intensity

6. A maximum of 98 occupants shall be permitted to reside within the 39 contracted emergency housing units.

Note:

To avoid doubt, this resource consent does not:

1. *Restrict the length of stay for residents in the contracted emergency housing units (see Advice Note 1 referring to Building Act requirements); or*
2. *Limit the number of people residing in the Manager's Accommodation.*

~~7. No children between the ages of six months and seven years may reside within any units on the site.~~

~~8. Condition 7 only applies to incoming occupants entering the units on or after 15 December 2024. Occupants already residing in the units with children between six months and seven years on 15 December 2024 may:~~

~~a. Choose to remain in the unit for the length of their stay; or~~

~~b. Transition to a more suitable unit within three months of the commencement of this consent.~~

Record Keeping and Reporting

9. A written (including electronic) record shall be maintained at all times that states:
   a. The total occupancy numbers across the whole site;
   b. The number of people within each unit;
   c. The ages of people residing on-site; and
   d. The details of any complaints received and any incidents where security staff intervention has been required, and responses undertaken by the Consent Holder to address these incidents or complaints;
10. The information listed in Condition 9 shall be reported to the Council's Monitoring and Compliance Officer at six monthly intervals from the date of commencement of the consent and made available at any other time upon request. The information will be provided in a form that does not identify individuals.
11. The Consent Holder shall provide a compliance report to the Council's Monitoring and Compliance Officer six months after the commencement of the consent, outlining compliance with the consent conditions over the preceding six months. At a minimum the Compliance Report shall include:
    a. An assessment of the Consent Holder's compliance with the conditions and any recommendations to address any identified non-compliances;
    b. Recent photographs of landscaping, open space and boundary fencing;
    c. Recent photographs of play space required by Condition 16 (Play Areas)
    d. Details of how compliance is achieved in respect of Condition 21 (Streetscape Amenity), including any maintenance undertaken in the preceding 12 months and processes for keeping street berms tidy; and
    e. An assessment of the effectiveness of the SMP and any recommended amendments to the SMP to improve its effectiveness.

Landscaping, Open Space and Boundary Fencing

12. The existing landscaping (trees and other vegetation) internally and along all boundaries of the site shall be retained for the duration of the consent.
13. The existing shared open space, as shown on the Site Plan (approved under Condition 1), shall be retained in a condition suitable for recreational use by occupants.

14. All external boundary fencing shall be maintained in the same or similar form to the existing fencing to provide privacy and security for contracted emergency housing occupants and adjoining neighbours.
15. The landscaping outlined in Condition 12 shall be maintained in good condition and kept weed free. If any of the landscaping dies and/or becomes diseased, the dead and/or diseased plants shall be replaced in the same or similar location within the next planting season (generally between May and October) by a same or similar species of plants with a plant size capable of reaching the same height within the following planting season.

Note:

1. *This condition does not restrict enhancement of landscaping.*

Site-Specific Onsite Play Areas

16. On-site play areas (including the trampoline) shall be retained.

Note:

1. *A children's play area is a dedicated outdoor space that facilitates play. This can include outdoor play equipment such as a trampoline and/or outdoor toys.*

Motel Signage and Advertising

17. All motel signage shall remain covered for the duration of the consent. This includes any vacancy/no vacancy signage and signs advertising the motel's amenities.

Notes:

1. *To avoid doubt, reinstatement of motel signage may occur after consent expiry.*
2. *The purpose of requiring signage to be removed is to avoid tourists pulling into the site or phoning to see if there is vacancy. As such, signage advertising the phone number, number of rooms, or the amenities onsite should be removed, but the name of the motel e.g. "Ascot on Fenton" can remain on display.*

18. The Consent Holder shall, as far as is practicable, remove all online advertising and websites that promote tourist accommodation and other services at the site for the duration of the consent.

Note:

1. *It is acknowledged that the nature of the internet is such that it may not be possible to remove advertising from all third-party websites.*

Storage

19. Any storage of household effects of contracted emergency housing occupants shall be provided inside existing buildings, including verandahs and porch areas, on the site.
20. Waste storage shall continue to be screened from the road frontage or residential properties.

Streetscape Amenity

21. The Consent Holder shall undertake:
    a. Daily tidying of the subject site and immediately adjacent street berm to ensure the site contributes to an attractive streetscape;
    b. Daily removal of rubbish and graffiti from the subject site and street berms in front of the subject site; and

c. Daily removal of shopping trolleys from public view from the subject site and street berms in front of the property.

Note:

The implementation of this condition is referred to in the Site Management Plan in Condition 25.

Traffic Management

22. The Consent Holder shall ensure that all vehicles enter the site via Fenton Street and exit the site via Toko Street, to prevent reverse manoeuvring onto Fenton Street.

On-site Management

23. An on-site staffing presence shall be maintained on the site at all times for the duration of the consent. The on-site staff shall be made aware of and understand the resource consent and its conditions and the compliance obligations.
24. No dogs shall be kept on site by CEH occupants other than disability assist dogs under the Dog Control Act 1996.
25. The CEH motel shall operate in accordance with the Site Management Plan submitted with LU24-010186. The purpose of the SMP shall be to ensure that resource consents and conditions are implemented by:
    a. Operating under the CEH model as described in Te Hau ki te Kāinga Strategic Plan;
    b. Ensuring the wellbeing of CEH occupants through appropriate placement of occupants; based on the CEH site;
    c. Mitigating effects of CEH use on the immediate neighbourhood; and
    d. Ensuring appropriate communication, monitoring and reporting, and response to complaints.

    Note:

    1. *To avoid doubt, the SMP may be amended from time to time, and provided for re-certification by RLC following any subsequent written confirmation by MHUD.*

26. The SMP required by Condition 25 must include:
    a. Details of the systems and procedures for placing people ('triaging') in the contracted emergency housing using the Nga Pou-e-Rima cultural framework including the:
        i. Confirmation of placements primarily for families with children, young people / rangatahi, people with disabilities and elderly;
        ii. Avoidance of crowding;
        iii. Placement of families with children having regard to access to appropriate play space; and
        iv. Management of people whose behaviour may create unacceptable risk to other occupants.
    b. Details of on-site manager's responsibility for implementation of the SMP;
    c. Details of the job title and name of the current person fulfilling the appointed suitable representative role required by Condition 2;
    d. Details of the on-site support services to be provided, including the number of staff, location for training and office work within the site and hours of operation;
    e. Site management details and methods addressing, at a minimum, the following matters:

i. Visitor numbers and visiting hours, and on-site visitor parking;
ii. Staffing;
iii. On-site and roaming security personnel, credentials, systems and procedures;
iv. Location of carparking (including for visitors);
v. Location of open space and play space;
vi. Meeting /training operation (including hours of use);
vii. Use of communal areas and facilities;
viii. Details of regular site maintenance, including:
    a. Daily maintenance of streetscape amenity under Condition 21;
    b. Maintenance of landscaping and planting; and
    c. Programmed maintenance of all buildings.

f. Effective noise management measures to avoid, remedy or mitigate potential noise nuisance;
g. The set of 'house rules' that will apply to the site;
h. Directory provided to neighbours with contact information on who to call if issues arise from the operation of CEH on the subject site;
i. Details of a 24/7 0800 number for both the community and onsite occupants to communicate or make complaints about CEH;
j. The process for dealing with complaints by or about any occupants of the site;
k. Methodology for receiving, recording and resolving communication or complaints made via the 0800 number outlined under (i) above.

Rotorua Lakes Council Meetings and Community Liaison Group (Augier Conditions)

27. Rotorua Lakes Council, MHUD senior management and/or senior advisors and a nominated representative from the CLG shall meet at least every six months during the period of the resource consent to discuss the following matters:
    a. The operation of contracted emergency housing on the site (and within the context of other contracted emergency housing); and
    b. Whether, in light of the demand for contracted emergency housing on the subject site and other sites, there is the ability for the CEH contract to be cancelled.

    Notes:

    1. *It is acknowledged that a wide range of matters are likely to be relevant as to whether contracts for emergency housing should be terminated ahead of the one-year period.*
    2. *While Condition 27 (above) is limited to CEH, this does not prevent a broader discussion about emergency housing generally.*

28. MHUD shall establish and facilitate the continued operation of a Community Liaison Group (CLG) for the duration of this consent in accordance with the following requirements:
    a. The purpose of the CLG is:
        i. To promote effective engagement on an on-going and regular basis about matters associated with CEH;
        ii. To promote the flow of information between the MHUD, Te Hau ki te Kāinga and the local community so as to, wherever possible, address any issues that may arise;
        iii. To discuss the results of monitoring CEH and any matters that may arise as a result of the monitoring;
        iv. To discuss any feedback on effectiveness of Site Management Plans and conditions; and
        v. To discuss the exit strategy for CEH.
    b. The CLG shall be comprised of one representative from each of MHUD, Te Hau ki Te Kāinga, representative(s) from the motel operators, Rotorua Lakes Council and Iwi. MHUD must also invite:

i. Three representatives from the community (where possible these representatives should be from different geographical clusters of CEH);
ii. One representative from the tourism industry; and
iii. One representative from Restore Rotorua Incorporated.

c. MHUD shall ensure that members of the CLG are provided with the opportunity and facilities to meet:
i. No more than 30 working days after the commencement of the consent; and
ii. No-less frequently than every six months, unless all members of the CLG agree there is no need for a meeting.

d. The time, date and venue of proposed meetings shall be notified to members of the CLG (by email) at least 10 working days in advance of the meeting;
e. Minutes of the CLG meetings shall be kept by MHUD and be made publicly available;
f. MHUD shall engage an independent chairperson to facilitate CLG meetings;
g. MHUD shall meet the reasonable administrative costs of facilitating the CLG meetings (e.g. meeting invitations; meeting venue; preparation of meeting minutes) and chairing duties; and
h. MHUD shall, in consultation with the CLG, develop a preferred method for communicating with the surrounding residents and hosting key documents (for example, a website, or other document hosting portal).

Notes:

1. *Condition 28 governs initial membership for the purposes of convening the first meeting of the CLG. On-going membership requirements will be determined by the CLG including who is best placed to lead the CLG. The CLG shall be a single entity common to all CEH consents.*
2. *In the event that it is not possible to establish a CLG or convene meetings through lack of interest or participation from the local community, then such failure to do so will not be deemed a breach of these conditions. Should the local community wish to re-establish meetings after a period of inactivity, then the conditions above shall continue to apply.*
3. *The purpose of Condition 28 may be achieved through other means such as a modified Rotorua Housing Taskforce or other Rotorua emergency housing liaison group.*

Monitoring Fee

29. The Consent Holder must pay the Rotorua Lakes Council an initial consent compliance monitoring charge, plus any further monitoring charge or charges to recover the actual and reasonable costs incurred to ensure compliance with the conditions attached to these consents. That fee, or those fees to be set by Council according to its normal practice.

Review

30. Pursuant to section 128 of the Resource Management Act 1991, Rotorua Lakes Council may, 6 months after this consent is given effect, serve notice on the Consent Holder to review any or all of the conditions of this consent with regard to the effectiveness of the conditions of this consent in avoiding, remedying or mitigating adverse effects on the environment that may arise from the exercise of this consent and, if necessary, to avoid, remedy or mitigate such effects by way of further or amended conditions. In particular, adverse effects may relate to:
i. Site Management;
ii. The use of common / shared areas;
iii. Parking; and/or
iv. Waste Management.

ADVICE NOTES

Building Act

1. *This is not a Building Consent. The Building Act 2004 contains provisions relating to the construction, alteration, and demolition of buildings. The Act requires building consents to be obtained where relevant, and for all such work to comply with the building code.*
2. *Under the Building Act (Section 114), a building owner must give written notice to the territorial authority if they plan to change the use of a building. The consent holder should seek an independent report from a suitably qualified person addressing the potential change of use of the building as described in the Building Act and Building (Specified Systems, Change the Use, and Earthquake-prone Buildings) Regulations 2005, and provide written notice to Council as appropriate.*

Waste Management

3. *Waste management is addressed under the Council's Solid Waste Bylaw 2016. The bylaw has a general requirement for a waste management and minimisation plan to be prepared for multi-unit developments: 'Collection from Multi Unit Developments' (See Subpart 6 – Clause 20).*

Right of Objection

4. *If you are dissatisfied with any aspect of the decision, you have a right of objection to Council under section 357A of the Resource Management Act 1991. Please advise Council in writing stating the reasons for the objection and the preferred outcome within 15 working days of receiving this decision. If no objection is received it will be assumed that the applicant accepts this decision. In addition, there is a right of appeal to the Environment Court under section 120 of the Resource Management Act 1991.*

Monitoring of Conditions

5. *Fulfilment of the conditions of this consent within the timeframe specified in the consent is necessary to carry out the proposal for which this consent relates. Your progress towards satisfying the conditions of consent will be monitored by Council's Monitoring and Compliance Officer.*
6. *Please contact Council's Compliance & Regulatory Team (RMACompliance@rotorualc.nz) in relation to the completion and monitoring of the conditions of this consent. The consent holder will be charged for the administration, monitoring and supervision of this resource consent. Notwithstanding the above, where there is good and reasonable cause for unprogrammed monitoring and additional site inspections, the costs of that will be a charge on the consent holder. Such costs are recovered on an actual and reasonable basis as defined in the General Conditions and Notes of the Fees and Charges Schedule as approved by the Council in terms of Section 36 of the Resource Management Act 1991.*

Augier Conditions

7. *Where an applicant gives a clear and unequivocal undertaking and, relying on that undertaking, the local authority grants consent subject to a condition in terms broad enough to embrace the undertaking, the applicant cannot say later that there is no power to require compliance with the undertaking. The consent holder cannot assert after consent being granted that the condition was unlawfully imposed. This is called an "Augier" condition.*