

## Proffered Conditions 247 Fenton Street & 12 Toko Street (Ascot on Fenton)

### General

1. The activity shall be in general accordance with the information submitted with the Application for Resource Consent RC17887; ~~the response to the request for further information, dated 11 May 2022~~ and Site Plan entitled “247 Fenton Street and 12 Toko Street – RC17887 – Ascot on Fenton”, Rotorua Motels, Emergency Accommodation”, sheet 1 of 1, dated ~~10/07/2023~~27/04/2022.
2. ~~Te Tūāpapa Kura Kāinga – Ministry of Housing and Urban Development (MHUD) is the Consent Holders suitable representative for this resource consent. Within two weeks following the commencement of this resource consent MHUD should inform the Rotorua Lakes Council of MHUD’s representatives’ name and contact details. The Consent Holder shall appoint a suitable representative within two weeks following the commencement of this resource consent, who will be the principal contact person for Rotorua Lakes Council in regard to matters relating to this consent. The consent holder shall inform the Rotorua Lakes Council of the representative’s name and how they can be contacted.~~

Should that person change during the term of this resource consent, the ~~C~~Consent ~~H~~Holder shall inform the Rotorua Lakes Council as soon as practicable, and within no more than five working days of the change.

~~The representative shall meet with Rotorua Lakes Council within two weeks following the commencement of this resource consent to confirm their understanding of the consent conditions and compliance obligations.~~

#### Requirements

~~“Suitable representative” shall mean a person who:~~

- ~~a. is familiar with the conditions and compliance obligations of this resource consent;~~
- ~~b. has the necessary authority and ability to take action to respond to any resource consent compliance matters; and~~
- ~~c. is available on a daily basis to respond to Rotorua Lakes Council’s staff queries about the operation of Contracted Emergency Housing (CEH) on the subject site.~~

~~The representative can be the same person across all or some of the 13 CEH sites consented on 16 December 2022.~~

~~The Ministry of Housing and Urban Development (MHUD) is required to confirm in writing that the “suitable representative” fully understands all of the consent conditions, the compliance obligations of the consent and satisfies the “Requirements” above. MHUD’s written confirmation of the “suitable representative” shall be provided to Rotorua Lakes Council within two weeks following the commencement of this resource consent.~~

### 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. ~~This shall include MHUD providing written confirmation to Rotorua Lakes Council of the Site Management Plan (SMP) required by Conditions 22 and 23.~~

### Consent Expiry

4. This resource consent shall expire on the earlier date of either:
  - a. 15 December 2025~~Two years from the date of decision; or~~

- b. The date of cancellation of MHUD's contract for CEH applying to the site under Condition 3.

**Notes:**

1. Condition 4(b) does not prevent MHUD from renewing its contract with the motel operator within the overall ~~one~~~~two~~-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 detail matters such as - the plans to have the residents relocated from the site at the expiry of the consent, when the CEH will ~~cease not be~~ accepting further residents, and details of any required works to reinstate the buildings as a motel.

**Scale and Intensity**

6. A maximum of 43 occupants shall be permitted to reside within the 14 contracted emergency housing units.

**Notes:**

*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.

**Record Keeping and Reporting**

7. 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; and
  - c. 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.
8. The information listed in Condition 7 shall be reported to Rotorua Lakes Council's Monitoring and Compliance Officer at six monthly intervals from the date of commencement of the consent. The information will be provided in a form that does not identify individuals.
9. The Consent Holder shall provide a Compliance Report to Rotorua Lakes Council's Monitoring and Compliance Officer 6 months after the commencement of the consent, ~~and every 6 months thereafter~~, outlining compliance with the consent conditions over the preceding 6 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, ~~as required by Condition 13~~;

- c. Details of how compliance is achieved in respect of Condition 1~~89~~ (Streetscape Amenity), including any maintenance undertaken in the preceding 12 months and processes for keeping street berms tidy; and
- d. 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**

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

~~13. The landscaping, planting and boundary fencing required by Conditions 10 – 12 shall be marked on the Site Plan for the site and photographed and supplied to the Rotorua Lakes Council within one month of the commencement of the consent.~~

~~14.13.~~ The landscaping outlined in Condition 10 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:**

*This condition does not restrict enhancement of landscaping.*

### **Motel Signage and Advertising**

~~15.14.~~ ~~The Consent Holder shall remove, or cover where removal is not practicable,~~ 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.*

~~16.15.~~ 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:**

*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**

~~17.16.~~ Any storage of household effects of contracted emergency housing occupants shall be provided inside existing buildings on the site.

~~18.17.~~ Waste storage shall be screened from the road frontage or residential properties.

### Streetscape Amenity

~~19.18.~~ The Consent Holder shall undertake, and complete a daily written record of, the following:

- 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 23.~~

### On-site Management

~~20.19.~~ 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.

~~21.20.~~ No dogs shall be kept on site by CEH occupants other than disability assist dogs under the Dog Control Act 1996.

~~22.21.~~ The CEH motel shall operate in accordance with the A-Site Management Plan (SMP) submitted with RCXXXXX., confirmed by MHUD under condition 3, shall be submitted to the Rotorua Lakes Council's Compliance Monitoring Officer for certification within one month following the commencement of consent. The certification is only in relation to ensuring the SMP has the written confirmation of MHUD.

~~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:**

~~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.~~

~~23.~~ The SMP required by Condition 22 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 19;~~
    - ~~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)**

24.22. 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 two-year period.*
2. *While Condition 224 (above) is limited to CEH, this does not prevent a broader discussion about emergency housing generally.*

25-23. 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 / consent holders, 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 2~~35~~ 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.

*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.*

2. The purpose of Condition 2~~35~~ may be achieved through other means such as a modified Rotorua Housing Taskforce or other Rotorua emergency housing liaison group.
3. For the avoidance of doubt, the CLG may, by agreement add a representative(s) to its membership for either general or specific purposes and on such terms as are agreed.

### **Monitoring Fee:**

~~26-24.~~ 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**

~~27-25.~~ Pursuant to section 128 of the Resource Management Act 1991, Rotorua Lakes Council may, ~~612 and 18~~ 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](mailto: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.*



