

**APPLICATION AS NOTIFIED**

**Aluume Limited**

**(RM240347)**

## **QUEENSTOWN LAKES DISTRICT COUNCIL**

### **SERVICE OF NOTICE / LIMITED NOTIFICATION**

**Service of Notice for Limited Notification of a Resource Consent application under Section 95B of the Resource Management Act 1991.**

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

Aluume Limited

**What is proposed:**

The applicant is seeking land use consent for a structure (a floating electronically powered sauna building) and for the operation of a commercial recreation activity (a sauna and plunge activity) at the end of Pier C of Frankton Marina on the surface of Lake Wakatipu.

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

The subject site is situated Frankton Marina, on the surface of Lake Wakatipu, within an 18m berth at the end of Pier C.

The legal description is:

Lake Bed – LINZ (no title)  
Area 5, 7 DP 583867, Record of Title 1096480 (Leasehold)

Accessed via Section 48 and Section 52-53 Block XXI Shotover Survey District, Record of Title OT7B/844; and Area 1-4, 6 DP 583867, Record of Title 1096479

**A full copy of this Limited Notified package is available for you to download on the following link:**

<https://www.qldc.govt.nz/services/resource-consents/notified-resource-consents#limited-not-rc> or via our edocs website using RM240347 as the reference <https://edocs.qldc.govt.nz/Account/Login>

**This file can also be viewed at our public computers at these Council offices:**

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

The Council planner processing this application on behalf of the Council is Tara Enright, who may be contacted by phone at 027 276 9797 or e-mail at [tara.enright@qldc.govt.nz](mailto:tara.enright@qldc.govt.nz)

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

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

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

**Friday 24<sup>th</sup> January 2025.**

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

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

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

[https://www.qldc.govt.nz/services/resource-consents/application-forms-and-fees#other\\_forms](https://www.qldc.govt.nz/services/resource-consents/application-forms-and-fees#other_forms)

You must serve a copy of your submission to the applicant (Aluume Limited, tim.mcmahon@aluume.com) as soon as reasonably practicable after serving your submission to Council:

C/- Gabriela Glory  
[gabriela@vivianespie.co.nz](mailto:gabriela@vivianespie.co.nz)  
Vivian and Espie Limited  
PO Box 2514  
Wakatipu  
Queenstown 9349

**QUEENSTOWN LAKES DISTRICT COUNCIL**



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(signed by Ian Bayliss, Senior Planner, Resource Consents pursuant to a delegation given under Section 34A of the Resource Management Act 1991)

**Date of Notification:** Thursday 5<sup>th</sup> December 2024

**Address for Service for Consent Authority:**

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

**Phone  
Email  
Website**

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

# TechnologyOne ECM Document Summary

Printed On 02-Dec-2024

Class	Description	Doc Set Id / Note Id	Version	Date
PUB_ACC	[A] Form 9	8057525	1	29-May-2024
PUB_ACC	AEE updated 24.10.24	8374742	1	14-Nov-2024
PUB_ACC	Appendix - [B1] Record of Title 1096480	8027430	1	13-May-2024
PUB_ACC	Appendix - [B2] Record of Title OT7B_844	8027429	1	13-May-2024
PUB_ACC	Appendix - [B3] Record of Title 1096479	8027428	1	13-May-2024
PUB_ACC	[C] Plans updated 24.10.2024	8374744	1	14-Nov-2024
PUB_ACC	[C1] Lighting Plan	8267528	1	26-Aug-2024
PUB_ACC	[D] RM230978 - latest set of consent conditions	8057523	1	29-May-2024
PUB_ACC	[E] - Landscape and visual effects report 24-10-24	8374743	1	14-Nov-2024
PUB_ACC	[F] Affected Party Approval updated 30.10.2024	8390599	1	27-Nov-2024
PUB_ACC	Approval letter	8390598	1	27-Nov-2024
PUB_ACC	Aluume response to queries letter to QLDC 12.11.2024	8374739	1	14-Nov-2024



# APPLICATION FOR RESOURCE CONSENT FOR A WATER-BASED ACTIVITY



Under Section 88 of the Resource Management Act 1991 (Form 9)

PLEASE COMPLETE ALL MANDATORY FIELDS\* OF THIS FORM.

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



## APPLICANT //

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

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

\*All trustee names (if applicable):

Contact Name if Company or Trust:

\*Postal Address:

\*Post code:

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

\*Email Address:

\*Phone Numbers: Day

Mobile:

The Applicant is:

Owner

Lessee

Occupier

Other - Please Specify



Our preferred methods of corresponding with you are by email and phone.  
The decision will be sent to the Correspondence Details via email unless requested otherwise.



## CORRESPONDENCE DETAILS // If different than above – E.g. consultant or agent

Name & Company:

Phone Numbers: Day

Mobile:

Email Address:



## INVOICING DETAILS //

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

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

Applicant:

Agent:

Other, please specify:

Email:

Post:

\*Attention:

\*Postal Address:

\*Post code:

\*Please provide an email AND full postal address.

\*Email:



## DEVELOPMENT CONTRIBUTIONS INVOICING DETAILS //

If it is assessed that your consent requires development contributions any invoices and correspondence relating to these will be sent via email. Invoices will be sent to the email address provided above unless an alternative address is provided below. Invoices will be made out to the applicant/owner but can be sent to another party if paying on the applicant's behalf. For more information please see appendix 2 at the end of this form.

Please select a preference for who should receive any invoices.

Details are the same as above

Applicant:  Other, please specify:

\*Attention:

\*Email:

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



## DETAILS OF SITE

Address / Location to which this application relates: Provide the name of the waterbody (i.e. lake or river) where the proposed works/activity will take place. Include proximity to any well-known landmark and land address for any associated land based activity/ landing points:

## GPS LOCATION OF PROPOSED WORKS //

(Note: this must be supplied for all mooring and jetty applications, and any other waterbased activity that does not have an associated land parcel attached to the operation)

GPS co-ordinates: Note: you must specify which GPS co-ordinate system\* was used to identify the GPS location - Decimal Degrees (DD) or Degrees Minutes Seconds (DMS) (\*The Harbourmaster prefers the Decimal Degrees (DD) co-ordinate systems, but either can be used)

For any land based areas:

Legal Description:

Owners/Occupiers:

District Plan Zone:

**Permit Number:** If you have a current permit for your activity from QLDC (i.e. an existing mooring permit), specify your permit number and the name of the person / entity that the permit is issued to

Other Users: Identify other occupiers/users in particular consent holders, of the relevant waterbody



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

Is there a gate or security system restricting access by council?	YES	NO
Is there a dog on the property?	YES	NO
Are there any other hazards or entry restrictions that council staff need to be aware of? If 'yes' please provide information below	YES	NO



## PRE-APPLICATION MEETING

Have you had a pre-application meeting with QLDC regarding this proposal?

Yes

No

Copy of minutes attached

If 'yes', provide the reference number:



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

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



## CONSENT(S) APPLIED FOR

Land use consent to establish and operate a water based activity comprising:

Erect or place a new structure

Alter / extend an existing structure

Replace / demolish an existing structure

Transfer of consent(s):

(Please provide a letter from both the current & new consent holders authorizing this request)



## BRIEF DESCRIPTION OF THE PROPOSAL

Consent is sought to undertake a water-based activity on

(Lake / River)

The activity will operate

(dates / duration)

to provide for

(number persons)

Brief description of activity:

Further Description to be provided in an assessment attached. See below.



## OTHER CONSENTS

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

- Otago Regional Council — Use of bed of lake or river (note if has/has not been applied for):

Yes No N/A

- Are you seeking consent from both QLDC and ORC in this one application (i.e. for a jetty or mooring):

Yes No N/A



## APPLICATION NOTIFICATION

Are you requesting public notification for the application?

Yes No

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



## INFORMATION REQUIRED TO BE SUBMITTED //

Attach to this form any information required (see below & appendix 1).

To be accepted for processing, your application must include the following information where relevant to your proposed activity:

A site plan or map showing the locality and extent of the activity and the proximity of any nearby activities (e.g. other moorings and the extent of their swing in relation to your proposed mooring)

Demonstrate compliance with the most up to date QLDC Swing Moorings Booklet (if relevant)

Details of any associated land based buildings or structures, parking areas.

Details of any signage & locations.

A Safety Management Plan

Noise report (if relevant)

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

Consultation required with:

Aukaha

Te Ao Marama INC

Fish & Game New Zealand

Consultation required where relevant:

Guardians of Lake Wanaka

Guardians of Lake Hawea

Department of Conservation

Land Information New Zealand

An Assessment of Effects (AEE).

An AEE is a written document outlining how the potential effects of the activity have been considered: safety, noise, traffic and parking, signage and impact on the waterbody including other users.

Address the relevant provisions of the District Plan and affected parties including who has or has not provided written approval. See [Appendix 1](#) for more detail.



We prefer to receive applications electronically – see Appendix 3 [Naming of Documents Guide](#)

Please ensure documents are scanned at a minimum resolution of 300 dpi.

Each document should be no greater than 10mb



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

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



## PRIVACY INFORMATION

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



## FEES INFORMATION

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

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

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

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

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

**MONITORING FEES** – Please also note that the fee paid at lodgement includes an initial monitoring fee of \$273 for land use resource consent applications and designation related applications, as once Resource Consent is approved you will be required to meet the costs of monitoring any conditions applying to the consent, pursuant to Section 35 of the Resource Management Act 1991.

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

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

Please ensure to **reference any banking payments correctly**. Incorrectly referenced payments may cause delays to the processing of your application whilst payment is identified.

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





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

Please reference your payments as follows:

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

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

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

I confirm payment by: Bank transfer to account 02 0948 0002000 000 (If paying from overseas swiftcode is – BKNZ222)  
Invoice for initial fee requested and payment to follow  
Manual Payment at reception (can only be accepted once application has been lodged and acknowledgment email received with your unique reference number)

*Reference
*Amount Paid
(For required initial fees refer to website for Resource Consent Charges or speak to the Duty Planner by phoning 03 441 0499)
*Date of Payment

**APPLICATION & DECLARATION**

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

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

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

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

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

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

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

Full name of person lodging this form

Firm/Company

Dated

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



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

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

### 1 INFORMATION MUST BE SPECIFIED IN SUFFICIENT DETAIL

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

### 2 INFORMATION REQUIRED IN ALL APPLICATIONS

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

- (a) a description of the activity;
- (b) a description of the site at which the activity is to occur;
- (c) the full name and address of each owner or occupier of the site;
- (d) a description of any other activities that are part of the proposal to which the application relates;
- (e) a description of any other resource consents required for the proposal to which the application relates;
- (f) an assessment of the activity against the matters set out in Part 2;
- (g) an assessment of the activity against any relevant provisions of a document referred to in section 104(1)(b).

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

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

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

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

Information provided within the Form above

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

### ADDITIONAL INFORMATION REQUIRED IN SOME APPLICATIONS

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



## ASSESSMENT OF ENVIRONMENTAL EFFECTS

### Clause 6: Information required in assessment of environmental effects

- (1) An assessment of the activity's effects on the environment must include the following information:
  - (a) if it is likely that the activity will result in any significant adverse effect on the environment, a description of any possible alternative locations or methods for undertaking the activity;
  - (b) an assessment of the actual or potential effect on the environment of the activity;
  - (c) if the activity includes the use of hazardous substances and installations, an assessment of any risks to the environment that are likely to arise from such use;
  - (d) if the activity includes the discharge of any contaminant, a description of—
    - (i) the nature of the discharge and the sensitivity of the receiving environment to adverse effects; and
    - (ii) any possible alternative methods of discharge, including discharge into any other receiving environment;
  - (e) a description of the mitigation measures (including safeguards and contingency plans where relevant) to be undertaken to help prevent or reduce the actual or potential effect;
  - (f) identification of the persons affected by the activity, any consultation undertaken, and any response to the views of any person consulted;
  - (g) if the scale and significance of the activity's effects are such that monitoring is required, a description of how and by whom the effects will be monitored if the activity is approved;
  - (h) if the activity will, or is likely to, have adverse effects that are more than minor on the exercise of a protected customary right, a description of possible alternative locations or methods for the exercise of the activity (unless written approval for the activity is given by the protected customary rights group).

(2) A requirement to include information in the assessment of environmental effects is subject to the provisions of any policy statement or plan.

(3) To avoid doubt, subclause (1)(f) obliges an applicant to report as to the persons identified as being affected by the proposal, but does not—

- (a) oblige the applicant to consult any person; or
- (b) create any ground for expecting that the applicant will consult any person.

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

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

(2) The requirement to address a matter in the assessment of environmental effects is subject to the provisions of any policy statement or plan.



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

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

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

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



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

Application Form 9

Assessment of Environmental Effects (AEE)

Affected Party Approval/s

Safety Management Plan

Traffic Report



# ASSESSMENT OF ENVIRONMENTAL EFFECTS

TO PLACE A STRUCTURE (A FLOATING ELECTRICALLY POWERED SAUNA BUILDING) AT THE END OF PIER C OF FRANKTON MARINA ON THE SURFACE OF LAKE WAKATIPU.

# Contents

<b>1. Key Information</b> .....	4
<b>2. Introduction</b> .....	5
<b>3. Background</b> .....	5
<b>4. Site and Surrounding Environment</b> .....	6
<b>5. Proposal</b> .....	7
5.1 Proposed sauna activity .....	7
5.2 Details of pontoon and proposed floating sauna building .....	8
5.3 Signage .....	9
5.4 Servicing.....	9
5.5 Variation of conditions of RM140061 (as varied).....	9
<b>6. Matters Requiring Consent</b> .....	10
6.1 National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health	10
6.2 Operative and Proposed District Plans.....	10
6.3 Resource Management Act 1991 .....	11
6.4 Overall activity status.....	12
<b>7. Statutory Considerations</b> .....	12
<b>8. Assessment of Environmental Effects</b> .....	12
8.1 Permitted Baseline .....	12
8.2 Receiving Environment.....	12
8.3 Effects of the commercial recreation activity in this location .....	13
8.4 Effects on navigational safety.....	14
8.5 Effects on ecological and nature conservation values.....	14
8.6 Visual amenity and landscape character effects of the proposed floating sauna building .....	14
8.7 Effects on Manawhenua values.....	17
8.8 Effects of the proposed signage .....	17
8.9 Servicing effects .....	18
8.10 Summary with regard to environmental effects .....	18
<b>9. Public Notification Assessment</b> .....	18
9.1 Public notification tests .....	18
9.2 Limited notification.....	19
<b>10. Policy Framework</b> .....	19
10.1 Operative Regional Policy Statement (2019) – ORPS .....	19
10.3 Proposed Regional Policy Statement (2021) – PRPS.....	21
10.4 Otago Regional Plan: Water for Otago.....	22
10.5 Operative District Plan.....	23
10.6 Proposed District Plan .....	25
10.6.1 Strategic Directions (Chapter 3).....	25
10.6.2 Landscapes – Rural Character (Chapter 6).....	26
10.6.3 Rural (Chapter 21) .....	26
10.6.4 Signs (Chapter 31).....	28
10.6.5 Wāhi Tupuna (Chapter 39) .....	28
10.7 Kai Tahu ki Otago Natural Resource Management Plan 2005.....	29
<b>11. Other Matters</b> .....	29
<b>12. Conclusion</b> .....	29
<b>Attachments</b> .....	30
<b>[A]</b> Form 9 .....	30
<b>[B1] – [B3]</b> Records of Title.....	30
<b>[C]</b> Proposed Plans .....	30
<b>[D]</b> RM230978 Decision (a variation of RM140061 (as varied by RM170894, RM181250, RM230234, RM230576, RM230869 and RM230978).....	30
<b>[E]</b> Landscape and Visual Effects Assessment .....	30
<b>[F]</b> Affected Party Approval – Lakes Marina Projects Limited.....	30

### Quality Assurance

<b>Prepared By</b>	Gabriela Glory	Planner/Landscape Technician	9 May 2024
<b>Reviewed By</b>	Blair Devlin	Senior Planner/ Director	9 May 2024
<b>Updated By</b>	Gabriela Glory	Planner/Landscape Technician	13 June 2024
<b>Revision to Pier C</b>	Blair Devlin	Senior Planner/ Director	24 October 2024

# 1. Key Information

<b>Address</b>	Frankton Marina, Sugar Lane, Queenstown
<b>Legal Description</b>	<ul style="list-style-type: none"> <li>• Lake bed – LINZ (no title)</li> <li>• Area 5, 7 DP 583867, Record of Title 1096480 (<i>Leasehold</i>) (Attachment <b>[B1]</b>)</li> </ul> <p>The marina is accessed via:</p> <ul style="list-style-type: none"> <li>• Section 48 and section 52-53 Block XXI Shotover Survey District, Record of Title OT7B/844 (Attachment <b>[B2]</b>)</li> <li>• Area 1-4, 6 DP 583867, Record of Title (Attachment <b>[B3]</b>)</li> </ul>
<b>Site Area</b>	<p><b>[B1]</b> – 6.9 hectares leasehold – Lakes Marina Projects Limited</p> <p><b>[B2]</b> – 1.35 hectares – QLDC Recreation Reserve</p> <p><b>[B3]</b> – 7924m<sup>2</sup> – Lakes Marina Projects Limited</p>
<b>Owners</b>	Lakes Marina Projects Limited (leaseholder), LINZ (lake bed) and Queenstown-Lakes District Council (land-based recreation reserve).
<b>Occupier</b>	Lakes Marina Projects Limited
<b>Applicant</b>	Lakes Marina Projects Limited and Aluume Ltd
<b>Operative District Plan Zone</b>	Rural General Zone (where the floating structure is proposed)
<b>Proposed District Plan Zone</b>	Rural Zone - surface of Lake Wakatipu (where the floating structure is proposed)
<b>Designations &amp; Special Provisions</b>	<ul style="list-style-type: none"> <li>• NOT within an ONL or RCL landscape (refer Policy 6.3.1.2)</li> <li>• Lake Wakatipu is a Statutory Acknowledgement area</li> <li>• Wāhi Tūpuna</li> <li>• Within the Outer Control Boundary</li> <li>• The Marina car park subject to Designation 165 – QLDC</li> </ul>
<b>Proposal</b>	To place a structure (a floating electrically powered sauna building) at the end of Pier C of the Frankton Marina on the surface of Lake Wakatipu.
<b>Consents Required</b>	<p><u>Operative and Proposed District Plans</u></p> <p>The location of the proposed structure zoned <u>Rural General</u> under the Operative District Plan (ODP), and <u>Rural</u> under the Proposed District Plan (PDP).</p> <p>The relevant rules under the PDP are no longer under appeal, and as such the equivalent ODP rules must be treated as inoperative under s86F.</p> <p><u>Rural Zone:</u></p> <ul style="list-style-type: none"> <li>• A <b>restricted discretionary</b> activity under Rule 21.7.2 for buildings. The proposal does not fall within the definition of 'boat' as it is not capable of navigation, so would fall within the definition of building which includes structures (as defined).</li> <li>• A <b>discretionary</b> activity under Rule 21.15.8 for structures that pass through the surface of any lake. The proposal does not fall within the definition of 'boat' and is considered to be a structure.</li> <li>• A <b>discretionary</b> activity under Rule 21.9.1 for commercial recreation activities not located entirely outdoors.</li> </ul> <p><i>Please Note: Rule 21.15.9 does not apply, as the Frankton Marina area is not shown on the planning maps as being an area where jetties and moorings are non-complying.</i></p> <p><u>Signs:</u></p> <ul style="list-style-type: none"> <li>• A <b>discretionary</b> activity under Rule 31.11.1 for signage within the Rural Zone which will have a component of external illumination. The individual letters of the proposed signage will be dimly backlit by subdued lighting.</li> </ul> <p><u>Wahi Tupuna:</u></p>



	<ul style="list-style-type: none"> <li>• <u>A restricted discretionary activity under Rule 39.5.3.1 for buildings located within 20m of the boundary of any wetland, or the bed of any river or lake within the Rural Zone.</u></li> </ul> <p>Resource Management Act 1991: A <u>discretionary activity under s127 of the Resource Management Act 1991, to vary condition 53(b) of RM140061 (as varied by RM170894, RM181250, RM230234, RM230576, RM230869 and RM230978), to enable the proposal.</u></p> <p>Overall, the application is for a <b>discretionary activity</b>.</p>
<b>Written Approvals and Consultation</b>	Written approval from the owners (Lakes Marina Projects Limited) has been obtained, and consultation with Te Ao Marama Inc and Aukaha is underway.
<b>Pre-application meeting</b>	N/A
<b>Other consents/permits</b>	N/A

## 2. Introduction

This report is submitted as part of the application by Lakes Marina Projects Limited and Aluume Limited (“the Applicant”) to enable the placement of a structure (a floating electrically powered sauna building) at the end of Pier C at Frankton Marina, on Lake Wakatipu, Queenstown. The overall activity status remains as a discretionary activity under either scenario.

The completed Form 9 is provided as Attachment **[A]**. The three Records of Title for the site are appended as Attachments **[B1] – [B3]** (“the site”). One land covenant is registered on Record of Title **[B3]** and is appended as Attachment **[B4]**. The proposed plans are appended as Attachment **[C]**.

## 3. Background

In February 2014, following a joint hearing, the Queenstown Lakes District Council (**QLDC**) and Otago Regional Council (**ORC**) granted Lakes Marina Projects Limited (**LMPL**) resource consent RM140061 (**QLDC**) and RM14.026.01-03 (**ORC**) to establish and operate a 195-berth marina including wave attenuator, ancillary commercial buildings, car parking, open space, landscaping and earthworks at Sugar Lane, Frankton, Queenstown. This decision was appealed to the Environment Consent and a Consent Order resolving the areas of dispute was issued in June 2015. Since that time a number of variations have been approved as follows:

- RM170894 granted a variation of the retaining wall and lake bed anchor system design for the pier, walkway and wave attenuator.
- RM181250 granted a variation to increase the size of the toilets and change the building colours.
- RM230234 granted a variation to enable commercial activity not directly ancillary to the constructed marina to provide for a more socially and commercially vibrant marina.
- RM230576 granted a variation for Stage 2 of the marina.
- RM230869 granted a variation to enable an electric boat charging infrastructure to be installed on the northern end of Pier C, which includes the removal of berths and fingers to accommodate this new charging infrastructure.

- RM230978 granted a variation to enable temporary events in four of the sheds for 365 days, and to extend the hours of operation for food and beverage premises till midnight.
- RM240534 granted consent to signage platforms and pergolas (Attachment [D])

RM140061 is the overarching resource consent for the Frankton Marina development and the resource consents listed above varied this original consent. As such, the approved Frankton Marina development from hereon is referenced as RM140061 (as varied by RM170894, RM181250, RM230234, RM230576, RM230869, RM230978 and RM240534). RM240534 has been appended as Attachment [D] as it contains the latest set of consent conditions for the marina.

## 4. Site and Surrounding Environment

RM140061 (as varied by RM170894, RM181250, RM230234, RM230576, RM230869, RM230978 and RM240534) approved the Frankton Marina and has been given effect to, with Stage 1 of the marina completed and in use. Construction of Stage 2 is also now complete. The full consented marina development for both Stage 1 and Stage 2 therefore forms part of the receiving environment. Figure 1 below shows the extent of Stage 1 which has already been constructed as indicated on the aerial imagery, and extent of Stage 2 to be constructed.



**Figure 1: Aerial imagery of the constructed marina (Stage 1), car park and buildings, and overlay of Stage 2 marina plans (approved and to be constructed)**

The marina area includes part of the Frankton Marina Local Purpose Reserve and the adjacent surface and bed of Lake Wakatipu.

Access to the marina is from Sugar Lane off Frankton Road (State Highway 6A). The first portion of Sugar Lane is legal road and the balance of Sugar Lane is a Right of Way over the reserve that serves adjacent properties. Sugar Lane provides access to a variety of commercial and residential activities which are now zoned Business Mixed Use. Land immediately to the north west of Sugar Lane includes a commercial area occupied by a diverse mixture of commercial activities some of which are marine related, including offices, a brewery, a tyre service premises and garaging / storage areas. Sugar Lane also provides access to the historic boat shed which is now operated as a café and which is located to the west of the boat ramp and Fisherman's Pier.

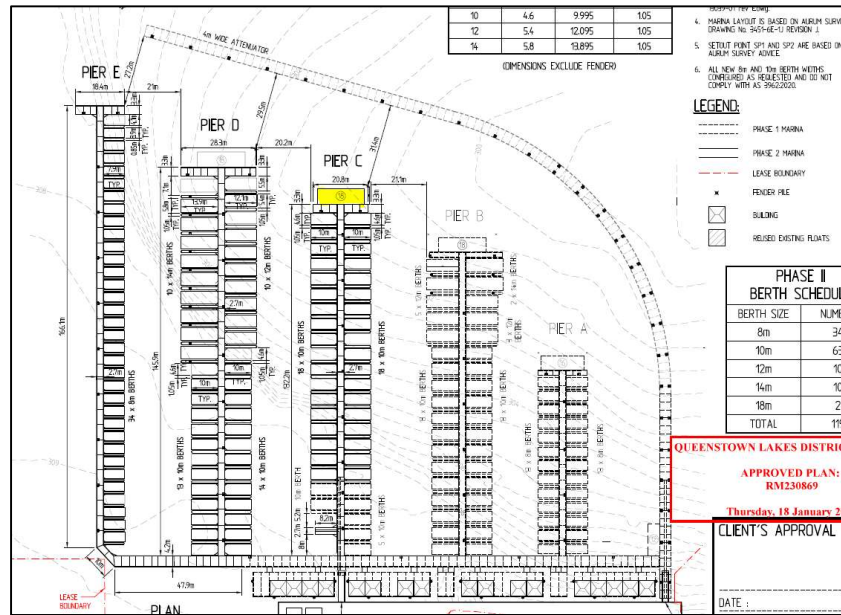
The Frankton Track that forms part of the Queenstown Trail passes through the marina site, either via the footpath adjacent to Sugar Lane or the boardwalk esplanade area next to the floating sheds. Four land-based and seventeen floating buildings on pontoons have been placed next to or on the surface of the lake along the front of an esplanade that is located above the retaining wall. These buildings are able to be used for ancillary and non-ancillary commercial activities.

Public access runs along the marina parallel to the lake front of the pontoon buildings and to the shore end of the breakwater.

## 5. Proposal

### 5.1 Proposed sauna activity

The proposal is to place a structure (a sauna building on a floating pontoon) and undertake a commercial recreational activity at the end of Pier C of the Frankton Marina. Plans of the building are appended as Attachment [C]. Pier C was partially constructed as part of Stage 1 (RM140061) and fully constructed as part of Stage 2, as were two mooring poles located at the end of Pier C which allows for an 18m boat to be moored in this location. The proposed sauna building will be placed on a floating pontoon, which will be attached to the existing mooring poles at the end of Pier C.



**Figure 2: Council approved plan showing location of an 18m berth at the end of Pier C**

## 5.2 Details of pontoon and proposed floating sauna building

### Pontoon

The proposed sauna building will be constructed on top of a floating concrete pontoon. The proposed pontoon (inclusive of the step onto the ponton) covers an area of approximately 192m<sup>2</sup> (23.6m x 8.1m), which will be attached to the existing moorings at the end of Pier C. The mooring poles have already been placed in the lake bed as approved by previous resource consents, therefore, no additional disturbance of the lake bed will be undertaken as part of the construction of this proposal.

### Sauna Building

The sauna building itself comprises a covered entry, two (2) sauna rooms, two (2) changing rooms, a covered breakout deck and outdoor shower, and an open bottomed plunge pool into the lake. The total gross floor area of the sauna building sitting on top of the floating pontoon (inclusive of the step onto the ponton) covers an area of approximately 192m<sup>2</sup>. The built form measures approximately 153.4m<sup>2</sup>.

The sauna building measures approximately 4.7 metres at its highest point (northern elevation), with a curved roof mimicking the hull of a boat sloping down towards Lake Wakatipu measuring approximately 3.05 metres at its lowest point (southern elevation).

The sauna building will be clad in dark recessive timber batten which will be backed by glass or polycarbonate and Japanese Shou Sugi Ban Charred timber cladding. Proposed plans are appended as Attachment [C].

### Proposed operation of the sauna activity

The proposed sauna and plunge activity has a capacity of 12 patrons. It will operate between the hours of 0700 and 2200<sup>3</sup>, consistent with the consented ancillary and non-ancillary commercial activities provided for in the floating sheds and land-based buildings at the Frankton marina. It is expected that each session will run for approximately one hour, with bookings made online, via phone and potential walk ins.

Customers will arrive at the marina and visit floating shed 1 for check-in. They will then be directed to the floating building where they can use the change facilities prior to their sauna experience. Once customers have finished their experience, they will be able to refresh within the sauna building and proceed to return to the existing boatsheds and enjoy any of the other hospitality offerings at the marina.

Customers will utilise the existing parking area at the Frankton Marina, or access the marina via public transport or active travel. Access to the Pier will be available during opening hours and otherwise restricted to boat owners. Access into the Pier will be managed by staff, who will guide groups of customers to the sauna building at their designated times.

### 5.3 Signage

Signage is proposed on the building façade facing the Frankton Marina Pier, which measures approximately 0.3m<sup>2</sup>. The signage will be very subtly backlit, by dim lighting behind the individual letters. A technical non-compliance of the relevant signage rule has been triggered as the signage will be externally illuminated, albeit in a very minimal way.

### 5.4 Servicing

The proposed sauna will be electrically powered, through connections available and provided along the Pier. The building will also be connected to Council's reticulated potable water and wastewater network via the usual 'Connection to Council's Services' process. Stormwater will be discharged to the Lake.

### 5.5 Variation of conditions of RM140061 (as varied)

Under the Proposed District Plan, the proposed sauna and plunge activity is a Commercial Recreational Activity, , being the provision of recreation facilities to clients for recreational purposes including the use of any building or land:<sup>4</sup>

Commercial Recreational Activities	Means the commercial guiding, training, instructing, transportation or provision of recreation facilities to clients for recreational purposes including the use of any building or land associated with the activity, excluding ski area activities.
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Under the original marina consent RM140061 (as varied), all commercial and commercial recreational activities, whether ancillary to the marina or not, are dealt with under conditions 53-54.

<sup>3</sup> Refer condition 54 of Attachment [D].

<sup>4</sup> The proposal does not fall within the definition of 'boat' as it is not capable of navigation, so would fall within the definition of building which includes structures (as defined).

The QLDC has indicated that the proposal is not considered to be ancillary to the marina, as such Condition 53(a) (relating to ancillary commercial activities) is not considered relevant to this proposal.

Condition 53(a) enables ancillary commercial recreational activity under the 'commercial activities' umbrella for example 53(a)(viii) specifically provides for commercial recreational activities ancillary to the marina.

Condition 53(b) also provides for commercial recreation activities under the heading of commercial activities, e.g. 53(b)(iii) for wellbeing activities including, but not limited to day spas, yoga and massage, limited to the land based buildings and a maximum of four of the 17 floating buildings.

Therefore, due to QLDC not considering the floating sauna is ancillary to the marina, it is necessary to vary Condition 53(b) which relates to non-ancillary commercial activities, to include the commercial recreational activities proposed by this application.

## 6. Matters Requiring Consent

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

The Resource Management (National Environmental Standard for Assessment and Managing Contaminants in Soil to Protect Human Health) Regulations 2011 ("the NES") came into effect from 1 January 2012 and applies to all subdivision or other activity that will change the use of the land. No change in land use is proposed, as commercial recreational activity is already consented in the marina. The applicant has however undertaken a comprehensive review of District and Regional Council records (including the ORC online GIS database) and has found no record suggesting an activity on the HAIL has taken place on the piece of land which is subject to this application.

### 6.2 Operative and Proposed District Plans

The location is zoned Rural General under the Operative District Plan (ODP), and Rural under the Proposed District Plan (PDP). The relevant rules under the PDP are no longer under appeal, as such the relevant rules under the ODP must be treated as inoperative under s86F of the RMA.

#### **Proposed District Plan:**

Rural Zone:

- A **restricted discretionary** activity under Rule 21.7.2 for buildings. The proposal does not fall within the definition of 'boat' as it is not capable of navigation, so would fall within the definition of building which includes structures (as defined).
- A **discretionary** activity under Rule 21.15.8 for structures that pass through the surface of any lake. The proposal does not fall within the definition of 'boat' and is considered to be a building / structure.

- A **discretionary** activity under Rule 21.9.1 for commercial recreation activities not entirely located outdoors. The proposal is located partially indoors, with the plunge aspect of the proposal being located outdoors.

Please Note:

- *Rule 21.15.9 does not apply, as the Frankton Marina area is not shown on the planning maps as being an area where jetties and moorings are non-complying.*
- *Rule 21.9.1 for commercial recreation activities notes activities undertaken on 'land'. It is noted that the RMA definition of 'land', includes land covered by water. The proposal is therefore considered to only not comply with the 'outdoors' aspect of this rule.*

Signage:

- A **discretionary** activity under Rule 31.11.1 for signage within the Rural Zone which will have a component of external illumination. The individual letters of the proposed signage will be dimly backlit by subdued lighting.

Please Note:

*No variation to the existing marina consent (as varied) is considered necessary as no physical changes to the marina are proposed.*

Wahi Tupuna:

- A **restricted discretionary** activity under Rule 39.5.3.1 for buildings located within 20m of the boundary of any wetland, or the bed of any river or lake within the Rural Zone. Council has considered that this rule applies, as the proposed floating sauna structure is located 20m from the bed of the lake. Council's discretion is restricted to the following:
  - Effects on Manawhenua values

## 6.3 Resource Management Act 1991

A **discretionary** activity resource consent is required under section 127 of the Resource Management Act 1991 to vary condition 53(b) of RM140061 (as varied by RM170894, RM181250, RM230234, RM230576, RM230869 RM230978 and RM2405324) to enable the proposal.

Added text as **bold underline**:

53. Commercial use of the site shall be limited to the following activities:

...

b) In addition, the following non-ancillary commercial activities are authorised:

...

**(vii) Commercial recreational activity at the end of Pier C (as described in RM240347)**

## 6.4 Overall activity status

Overall, the proposal can be assessed as a **discretionary** activity under the QLDC Proposed District Plan and the Resource Management Act 1991.

# 7. Statutory Considerations

Council's decision on the proposal must have regard to the relevant matters in sections 104 to 108 of the Act. Under section 104B, a consent authority processing an application for a discretionary activity may grant or refuse the application, and if it grants the application, may impose conditions under section 108.

# 8. Assessment of Environmental Effects

## 8.1 Permitted Baseline

Section 104(2) of the Act states that, in considering the effects of allowing an activity, a consent authority may disregard an adverse effect if the plan permits an activity with that effect. In this case, all structures over the surface of a lake requires a resource consent. No permitted baseline applies with regard to the structure itself.

With regard to the commercial recreation activity within the Rural Zone, it is permitted activity to undertake commercial recreational activities, on land, outdoors, involving a group of less than 15 people. In this case, the proposed commercial recreation sauna activity is located partially outdoors, involves less than 15 people, however is floating on a pontoon on the lake. As noted in Section 6.2, the definition of 'land' under the RMA includes land covered by water. As such the proposal only does not comply with the 'outdoors' component of this rule. The permitted baseline should therefore be applied with regard to the number of people which will utilise the sauna (12 people capacity), with regard to the plunge activity located outdoors, and located on land (covered by water as defined by the RMA). The effects of the sauna activity located indoors will be assessed with regard to Rule 21.9.1.

With regard to signage, it is permitted activity to erect a sign measuring less than 2m<sup>2</sup> with no internal or external illumination. In this case, signage proposed will measure less than 2m<sup>2</sup>, however, dimly illuminated behind each lettering. The permitted baseline is relevant with regard to the size of signage. The effects of the level of illumination are assessed below.

## 8.2 Receiving Environment

The resource consents which have been given effect to and granted (RM140061 as varied by RM170894, RM181250, RM230234, RM230576, RM230869 RM230978 and RM2405324), which includes Stage 1 and Stage 2 of the marina development, forms part of the receiving environment.



Figure 1 of the application shows the location of the consented berth in the same location of the proposed sauna, thereby confirming that a large boat (18m long) moored in this location is anticipated and also forms part of the receiving environment.

Condition 53(a)(vii) of RM140061 (as varied by RM170894, RM181250, RM230234, RM230576, RM230869, RM230978 and RM2405324) enables the commercial use of the site for commercial recreational activities ancillary to the marina, therefore suggesting that commercial recreation activities in the dynamic marina environment are anticipated.

Condition 54 of RM140061 (as varied by RM170894, RM181250, RM230234, RM230576, RM230869, RM230978 and RM2405324) requires all commercial activities operating from the Marina to only be open from 7am to 10pm Monday to Sunday. Food and beverage outlets may open to 2400 subject to a noise management plan. This forms part of the receiving environment.

### 8.3 Effects of the commercial recreation activity in this location

The effects arising from the commercial recreational activity are readily absorbed by the marina receiving environment, which has been developed to cater for these types of activities. As noted in section 5.1, commercial recreation activity ancillary to the marina is already provided for in the marina consent under Condition 53(a)(vii)(a) of RM140061 (as varied) and forms part of the receiving environment. Commercial recreation activities, are therefore already provided for and anticipated within this area. One obvious example of this is the KJet boats regularly arriving and departing from the marina. In the future it is also likely up to four of the land based buildings will be utilised for *non-ancillary* commercial recreational activities under condition 53(b)(iii), which provides for wellbeing activities, including, but not limited to day spas, yoga and massage, limited to the land based buildings and a maximum of four of the 17 floating buildings. The floating sheds are currently being leased and it is likely these wellbeing activities will establish as provided for under the consent conditions.

The proposed sauna activity in this location will not result in incompatible activities being undertaken within the Frankton Marina. The sauna facility will be open between 7am to 10pm Monday to Sunday; the same hours of operation approved for commercial activities operating from the marina buildings under Condition 54. As noted in section 8.4 to follow, the sauna activity will not affect navigational safety or the day to day operation of the marina.

The sauna activity is not noisy, and will not disturb the amenity values of the area. Only small groups of up to 12 people will utilise the premises, which will be indiscernible in the marina environment given the scale of the facility and the infrastructure in place, including a large car park and promenade.

In addition, it is noted that commercial recreational activity is permitted in the Rural zone in groups of up to 15 persons under Rule 21.9.1 on land<sup>5</sup>, however any buildings need resource consent. The proposed sauna and plunge activity within the marina is considered to be appropriate, as the built form is a floating 'boat like' structure deliberately located at the marina to allow enjoyment of the amenity values of the marina environment and the cold

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<sup>5</sup> The RMA definition of 'land' includes "land covered by water".

plunge into the lake. The proposed commercial recreation activity in this location supports the vibrancy of the marina as a mixed-use dynamic environment.

The operation of the proposed activity is managed by the Health and Safety at Work Act 2015 and the applicant will comply with the specific legislation relating to health and safety. The applicant will develop a health and safety management plan to manage the commercial recreational activity.

Overall, no adverse effects from the commercial recreational activity are anticipated.

## 8.4 Effects on navigational safety

There is an approximately 30.4m distance (“the fairway”) between the outermost extent of the floating sauna and the nearest point of the wave attenuator. This is depicted on Plans shown as Attachment [C]. This separation distance provides sufficient space for two-way boat craft to manoeuvre at the marina, and will not result in an impediment to craft manoeuvring and the use of shore waters.

In addition, RM140061 (as varied by RM170894, RM181250, RM230234, RM230576, RM230869 RM230978 and RM2405324) has approved an 18m berth at the end of Pier C; in the exact same location as the proposed floating sauna building, therefore a boat structure parked in this location is anticipated. No adverse effects on navigational safety are anticipated.

## 8.5 Effects on ecological and nature conservation values

The proposal sits on a ‘boat like’ pontoon that floats on the lake. It is attached to existing mooring poles and does not involve or require any disturbance of the lake bed. The sauna will be built off site and floated into place, most likely launched from the existing boat ramp at the Frankton marina. The proposal will not affect and will maintain ecological and nature conservation values, keeping in mind that the Frankton Marina is a modified environment and the degree of naturalness in this location is low. The proposed sauna will also be electrically powered which promotes sustainable operations and maintaining ecological and nature conservation values. It is also relevant to note that the receiving environment already provides for a 18m long boat to be parked in this location. The proposal overall will not result in adverse effects on ecological or nature conservation values.

## 8.6 Visual amenity and landscape character effects of the proposed floating sauna building

A Landscape and Visual Effects Assessment is appended as Attachment [E]. It is noted that under the Proposed District Plan Chapter 6 provisions (Policy 6.3.1.2), the Outstanding Natural Landscape (ONL) and Rural Character Landscape (RCL) classifications do not apply to the Frankton Arm, and the Rural zone assessment matters relating to ONLs and RCLs do not apply to this particular site.

The receiving environment is also particularly relevant in this case, as RM140061 (as varied by RM170894, RM181250, RM230234, RM230576, RM230869 RM230978 and RM2405324) has approved an 18m berth at the end of Pier C; in the exact same location as the proposed floating sauna building, therefore a large boat structure (typically coloured white or a non-recessive colour) parked in this location is already anticipated.

Overall, the proposed small scale, recessively coloured, 'boat like' floating sauna building sitting within and enclosed by the consented marina development, and will not appear dominant or obtrusive, and will not result in adverse effects on landscape character or visual amenity.

With regard to visibility and visual amenity effects, the LVEA observes that the end berth of Pier C, in which the sauna will sit, is an 18m berth, as are all the berths that are on the end of the piers. Effectively, the floating sauna will occupy a berth that would otherwise provide for a large vessel. The sauna is of a dark, visually-recessive external appearance. The many boats that occupy the marina (including those that will relate to Stage 2 currently being constructed), are generally not of a visually-recessive appearance; they are particularly varied in terms of form, colour and appearance.

In views from the Sugar Lane area and marina promenade:

- the structure may appear as a houseboat or some similar vessel, or as some marine-related structure such as a refuelling facility, shower block or similar.
- As the newer piers of the marina (Piers C, D and E) become occupied, the sauna structure will become more visually inconspicuous in its immediate setting.
- The actual activity associated with the proposed structure (i.e. a commercial recreation sauna operation) will not be recognisable.
- the timber structure with slatted curved roof plane will be of a visually recessive and soft overall appearance
- while there will be some visibility of an additional structure, visual amenity as experienced from these locations will not be affected to any degree that is more than very low.

In views from the surface of Lake Wakatipu and parts of the Kelvin Peninsula :

- the proposal will have no material effect on amenity as experienced from the Kelvin Peninsula due to the viewing distance and backdrop
- for users of the lake, the sauna structure will be different to a boat occupying its 18m berth but its function is likely not be recognisable. It may be seen as a house-boat or some adjunct to the marina such as a shower block or a booking office
- In this context and compared to a vessel in this berth, we consider that the proposed structure could be said to have, at most, a very low degree of effect on the amenity of lake users

In views from the Marina apartments:

- The proposed structure will be seen at the end of Pier C. If the berths beside it (being 10m berths) were occupied by boats, the structure would be somewhat obscured.
- In the short term, the structure will be recognisable as a horizontal built form; again, perhaps a houseboat or shower block or similar.
- The lighting of the sauna has been designed to be quite subtle and will not significantly add to the existing nighttime lighting of the marina.

- Occupation of the completed Stage 2 of the marina will considerably screen the sauna structure and integrate it into a visually complex setting. In an overall sense, the marina is a significant part of views from the Marina Apartments.
- the proposed structure will add very slightly to the amount of built form in these views when compared with the status quo situation (i.e. a vessel in the relevant 18m berth and Stage 2 of the marina being occupied). Any effect on visual amenity is of a very low degree at most.

In views from Frankton Beach and adjacent areas:

- From Frankton beach itself, views are more horizontal, the viewer being practically at lake level. Views are at distances of approximately between 500m and 1km.
- In current views, the proposed structure will be discernible at the end of Pier C for a viewer that looks for it. Exactly what it is will not be recognisable. At these distances, it will most likely be interpreted as a vessel in a berth, if a viewer registers it at all.
- Once Piers C, D and E of the marina are occupied and used, the sauna structure will be difficult to distinguish from the marina overall.
- the proposal will have no material effect on visual amenity

In views from the residential areas of Marina Drive and Angelo Drive / Middleton Road:

- In these views, the entire marina is displayed in a bird's eye view, as is the Sugar Lane area and adjacent residential streets. The marina is a part of these views but the views are most importantly characterised by the Remarkables, Peninsula Hill and the Frankton Arm as a whole.
- In these views, the sauna structure will take the place of a large vessel that would otherwise occupy the relevant 18m berth. The roofline of the structure may distinguish it from a boat but its exact use or nature will not be visually apparent
- while appearing slightly different to a boat sitting in this berth, the sauna structure will not read as being out-of-place or something that detracts from the existing environment
- The proposed situation may appear slightly different to the anticipated situation but we consider it will not represent a degradation or detraction in relation to visual amenity; it will not create an adverse effect.

Overall any adverse visual effect is 'very low' which equates to less than minor.

With regard to effects on landscape values, the marina vicinity is part of the Frankton Arm, being a part of Lake Wakatipu that has a distinct character involving significant human use and structures (as is reflected in the relevant PDP Policies). The existing landscape and its values are described in paragraphs 9 to 14 of Attachment [E] as follows:

- the Frankton Arm to the east of the narrows is outside of the Outstanding Natural Landscape and the Rural Character Landscape. Policy 6.3.5.2 requires recognition of the particular character of the Frankton Arm and that it includes numerous established jetties and wharves.

- the Frankton Arm is a uniquely enclosed and distinct part of Lake Wakatipu, flanked by Queenstown and Peninsula Hills and very largely surrounded by urban zoning
- the Frankton Arm is one of the busiest parts of Lake Wakatipu in term of human use and presence
- in terms of associative attributes, recreational values are central to the manner in which the Frankton Arm is valued
- In terms of sensory attributes, the scenic quality of the Arm is well appreciated. The form of scenic value is not that of an unmodified or highly natural waterbody. Part of the scenic qualities come from the diurnally changing presence of vessels and surface activity.
- The vicinity of the marina itself is a focal point of lake surface activity. The boat ramp, Fisherman's Pier, Sugar Lane and the marina and its buildings all combine to create a busy area with public access.

The assessment in Attachment [E] is that the proposed sauna structure and activity will be somewhat different to the anticipated situation but will not be degrading or detrimental in relation to how the marina vicinity of Frankton Arm is perceived or valued. The presence of the marina and its activity are part of the reasons that this vicinity of the landscape is valued. The proposal will integrate into this context and will not be at odds with its character.

Overall, any adverse effect on visual amenity or landscape values are very low. The landscape values and amenity of the Frankton Arm will be maintained.

## 8.7 Effects on Manawhenua values

Lake Wakatipu is a Statutory Acknowledgement area under the Ngai Tahu Claims Settlement Act, and also a Wāhi Tupuna area. The extent of the Wāhi Tupuna annotation (Ref:33 – Whakatipu Wai Maori) follows the shoreline of the former Frankton Marina, which was an excavated inlet where the car park is located today.

The applicant acknowledges that Lake Wakatipu is a Statutory Acknowledgement Area and the proposal is located within a Wāhi Tupuna. Consultation with Te Ao Marama Inc and Aukaha who hold the manawhenua values is underway, and results will be provided upon receipt.

The proposal is for a commercial recreational activity, and as noted earlier, these types of activities are already consented to locate within the Frankton marina. The proposal will also not physically disturb the bed of the Lake. The proposal is a floating 'boat like' structure that is similar to a large 18m boat or vessel moored in the same location.

The proposal is located within the existing Frankton Marina, which is already a highly modified part of Lake Wakatipu.

## 8.8 Effects of the proposed signage

Each individual letter of 'Aluume' will be very dimly backlit, in a manner which will not result in light spill or reflectivity on the surface of the water. The proposed illumination will be subtle and is small in scale. In addition, the proposed signage and faces inwards towards Pier C of the Frankton Marina, an already highly modified dynamic environment. Overall, no adverse effects are anticipated with regard to the signage proposed.

## 8.9 Servicing effects

The proposed sauna structure will connect to Council's reticulated water and wastewater services. Electricity and telecommunications are available via the pier and the proposal will connect to these services. Overall, no adverse effects are anticipated in this regard.

## 8.10 Summary with regard to environmental effects

In summary, due to the nature of the receiving environment, no adverse effects on the environment will be more than minor.

# 9. Public Notification Assessment

## 9.1 Public notification tests

### Step 1 – Mandatory public notification

- We are not requesting public notification of the application.
- Provided a request is reasonable, we are unlikely to refuse to provide further information or refuse the commissioning of a report under Section 92(2)(b) of the Act.
- The application does not seek to exchange recreation reserve land under section 15AA of the Reserves Act 1977.

Accordingly, mandatory public notification of the application is not required.

### Step 2 – Public notification precluded

- Public notification is not precluded by any rule or national environmental standard.
- The proposal is not a controlled activity or boundary activity.
- The proposal is not a prescribed activity. Accordingly, public notification of the application is not precluded.

### Step 3 – If not precluded by Step 2, public notification is required in certain circumstances

- Public notification of this application is not specifically required under a rule or national environmental standard.
- A consent authority must publicly notify an application if it decides under s95D(8)(b) that the activity will have or is likely to have adverse effects on the environment that are more than minor. The assessment in section 8 concludes that adverse effects will be less than minor.

### Step 4 - public notification in special circumstances

- In this case it is considered that no special circumstances exist, as the proposal is to locate a floating 'boat like' structure in a berth for 18m long boats, within a marina.

In summary, the application is not precluded from being publicly notified, however this is not required.

## 9.2 Limited notification

### Step 1: Certain affected groups and affected persons must be notified

- The site is within a Statutory Acknowledgement Area under the Ngai Tahu Claims Settlement Act. Consultation with Aukaha and Te Ao Marama Inc is underway. As there is no disturbance of the lake bed, and the proposal is to locate a floating 'boat like' structure in a berth for 18m long boats, within an existing marina, we are not certain if the s95E test for a minor effect on cultural values is met. Consultation with the holders of the cultural value sis underway.

### Step 2: If not required by step 1, limited notification precluded in certain circumstances

- Limited notification is not precluded under step 2.

### Step 3: If not precluded by step 2, certain other affected persons must be notified

- With reference to section 8, there are no persons considered to be affected at a minor or more than minor scale by the proposed activity.

### Step 4: Further notification in special circumstances

- There are no special circumstances considered relevant to this application.

The application can be limited notified or non-notified. The applicant requests that the application proceeds on a non-notified basis as the adverse effects on people and the environment are less than minor.

# 10. Policy Framework

## 10.1 Operative Regional Policy Statement (2019) – ORPS

The Otago Regional Policy Statement 2019 became fully operative on 4 March 2024. The following objectives and policies are of relevance:

<p><b>1.1.1 Economic wellbeing</b> Provide for the economic wellbeing of Otago's people and communities by enabling the resilient and sustainable use and development of natural and physical resources</p>	<p>The proposed floating sauna structure and activity will provide for the economic wellbeing of the applicant and the community (through employment generation and customer wellbeing), whilst ensuring the resilient and sustainable use and development of natural and physical resources.</p>
<p><b>1.1.2 Social and cultural wellbeing</b> Provide for the social and cultural wellbeing and health and safety of Otago's people and communities when undertaking the subdivision, use, development and protection of natural and physical resources by all of the following (a-f)</p>	<p>The proposed floating sauna building and activity will provide for the social and cultural wellbeing of the community, takes into account the diverse needs of the community and will not result in adverse effects on human health.</p>

<p><b>Objective 2.1 The principles of Te Tiriti o Waitangi are taken into account in resource management process and decisions</b> And associated policies 2.1.1 – 2.1.2</p> <p><b>Objective 2.2 Kai Tahu values, interests and customary resources are recognised and provided for</b> And associated policies 2.2.12 - 2.2.3</p>	<p>We acknowledge that Lake Wakatipu is a Statutory Acknowledgement Area and the proposal is located within a Wāhi Tupuna. Consultation with Aukaha and Te Ao Marama Inc is underway.</p>
<p><b>3.3.1 Freshwater</b> Safeguard the life supporting capacity of freshwater and manage freshwater to:</p> <ul style="list-style-type: none"> <li>a) Maintaining good quality water and enhance water quality where it is degraded, including for: <ul style="list-style-type: none"> <li>i. Important recreation values, including contact recreation</li> </ul> </li> <li>...</li> <li>d) maintain or enhance, as far as practicable: <ul style="list-style-type: none"> <li>...</li> <li>iv. amenity and landscape values of rivers, lakes and wetlands</li> </ul> </li> </ul>	<p>The proposal will maintain the water quality of Lake Wakatipu, noting that the proposal has a component of contact recreation into the water where good water quality is required. The proposal will maintain the amenity and landscape values of Lake Wakatipu, as the proposal is located within the extent of the approved Frankton Marina; a dynamic marina environment where the degree of naturalness is low in comparison to other areas of Lake Wakatipu.</p>
<p><b>3.2.6 Managing highly valued natural features, landscapes and seascapes</b></p> <p>Maintain or enhance highly valued natural features, landscapes and seascapes by all of the following:</p> <ul style="list-style-type: none"> <li>a) avoiding significant adverse effects on those values that contribute to the high value of the natural feature, landscape or seascape</li> <li>b) avoiding, remedying or mitigating other adverse effects</li> <li>c) encouraging enhancement of those values that contribute to the high value of the natural feature, landscape or seascape</li> </ul>	<p>The Frankton Arm is specifically not identified as being ONL or RCL. It is therefore uncertain if it would fall into the 'highly valued' landscape referred to in the policy. The proposal sits within the dynamic Frankton Marina environment, and will not result in significant adverse effects on Lake Wakatipu. The values associated with this area of Lake Wakatipu will be maintained as a busy marina environment.</p>
<p><b>5.1.1 Public access</b></p> <p>Maintain or enhance public access to the natural environment, including to the coast, lakes, rivers and their margins and where possible areas of cultural or historic significance, unless restricting access is necessary for one or more of the following:</p> <ul style="list-style-type: none"> <li>a. Protecting public health and safety</li> <li>b. Protecting the natural heritage and ecosystem values of sensitive natural areas or habitats</li> <li>c. Protecting identified sites and values associated with historic heritage or cultural significance to Kai Tahu</li> </ul>	<p>Pier C is currently only accessible to berth owners as part of the existing lease of this area. The proposal will mean that the public (paying customers) are able to access Pier C as part of the sauna activity when currently that is not the case. Overall there is an increase in the number of people able to use Pier C as a result of the proposal.</p> <p>Access (for paying customers) to Pier C and the lake / water will be enhanced by the proposed sauna building.</p>



<p>d. Ensuring a level of security consistent with the operational requirements of a lawfully established activity.</p>	
<p><b>5.3.1 Rural activities</b> Manage activities in rural areas, to support the region's economy and communities, by: ... f. providing for other activities that have a functional need to locate in rural areas.</p>	<p>The proposed activity has a functional need to be located in the rural area (floating within the Frankton Marina on Lake Wakatipu). The proposed activity is appropriately managed and will not result in adverse effects on the rural areas and will support the region's economy and community.</p>

Overall, the proposal is considered to be consistent with the objectives and policies of the Operative Regional Policy Statement 2019.

### 10.3 Proposed Regional Policy Statement (2021) – PRPS

The PORPS was separated into two parts: a freshwater and a non-freshwater planning instrument, following a determination by the High Court in 2021. The Otago Regional Council notified its decisions on submissions on the Proposed Otago Regional Policy Statement (2021) PORPS on 30 March 2024. The following objectives and policies are of relevance:

<p><b>LF-WAI-01 – Te Mana o te Wai</b></p> <p>The mauri of Otago's water bodies and their health and wellbeing is protected, and restored where it is degraded, and the management of land and water recognises and reflects that:</p> <ol style="list-style-type: none"> <li>1. water is the foundation and source of all life na te wai ko te hauora o ngā mea katoa,</li> <li>2. there is an integral kinship relationship between water and Kāi Tahu whānui, and this relationship endures through time, connecting past, present and future,</li> <li>3. each water body has a unique whakapapa and characteristics,</li> <li>4. water and land have a connectedness that supports and perpetuates life, and</li> <li>5. Kāi Tahu exercise rakatirataka, manaakitaka and their kaitiakitaka duty of care and attention over wai and all the life it supports.</li> </ol>	<p>The mauri of Lake Wakatipu will not be compromised by this proposal. The proposal is a floating structure attached to existing moorings, and does not involve the disturbance of lake bed or any discharge into the lake. The health and wellbeing of Lake Wakatipu will be maintained.</p>
<p><b>IM-O3 Environmentally Sustainable impact</b></p> <p>Otago's communities provide for their social, economic, and cultural well-being in ways that</p>	<p>The proposal will provide for the social and economic being of the applicant, and provide for the social and cultural wellbeing of the community whilst at the same time ensuring that the life supporting capacity of water and ecosystems are sustainably managed. The</p>

<p>support or restore environmental integrity, form, functioning, and resilience, so that the life-supporting capacities of air, water, soil, and ecosystems are sustainably managed, for future generations.</p>	<p>proposal has a component of activity in which clients enter the lake, and therefore requires good water quality and supports sustainable management of natural resources. The proposal supports sustainable management as the proposed sauna will be electrically powered.</p>
<p><b>IM-P13 Managing cumulative effects</b></p> <p>In resource management decision-making, recognise and manage the impact of cumulative effects on the form, functioning and resilience of Otago's environment (including resilience to climate change) and the opportunities available for future generations.</p>	<p>The proposed floating sauna building will result in a cumulative effect being an additional built form on Lake Wakatipu, however the proposed floating sauna building will be located within the marina development which is already highly developed. The cumulative effects is considered small in scale and will not result in adverse effects on the natural and physical resources.</p>
<p><b>HCV-WT-O2 – Rakatirataka</b></p> <p>The rakatirataka of mana whenua over wahi tupuna is recognised, and mana whenua are able to exercise kaitiakitaka within these areas</p>	<p>Consultation with Aukaha and Te Ao Marama Inc are underway and will be provided upon receipt.</p>
<p><b>HCV-WT-P2 Management of wahi tupuna</b></p> <p>Wahi tupuna are protected by:</p> <ol style="list-style-type: none"> <li>1. Avoiding significant adverse effects on the cultural values associated with identified wahi tupuna</li> <li>2. Where adverse effects demonstrably cannot be completely avoided, remedying or mitigating adverse effects in a manner that maintains the values of the wahi tupuna</li> <li>3. Managing identified wahi tupuna in accordance with tikaka Maori</li> <li>4. Avoiding any activities that may be considered inappropriate in Wahi Tupuna as identified by Kai Tahu</li> </ol> <p>Encouraging the enhancement of access to wahi tupuna to the extent compatible with the particular wahi tupuna.</p>	<p>Significant adverse effects on cultural values are avoided. The proposal is small in scale, recessive in design and sits within the existing Bungy activities. Earthworks are small in nature and area, and erosion and sediment control measures will be deployed as part of construction management. The proposal avoids and mitigates any adverse effects particularly associated with visual amenity and freshwater quality.</p>

Overall, the proposal is considered to be consistent with the objectives and policies of the Proposed Regional Policy Statement 2021.

## 10.4 Otago Regional Plan: Water for Otago

The Otago Regional Plan: Water for Otago considers the use, development and protection of the fresh water resources in the Otago Region, and became operative on 1 January 2004; and Plan Change 6A (Water Quality) became operative on 1 May 2014. The following objectives and policies are of relevance:

<p><b>5.4.2 Undertake the works in a manner that avoids, in preference to remedying or mitigating, adverse effects on natural values</b></p>	<p>The proposed floating sauna building will not result in adverse effects on natural values, historic places or archaeological sites, values of</p>
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and character, ecology and habitat, water supply values, historic places or archaeological sites, values of significance to Kai Tahu, amenity values, lawful water users and causing or exacerbating flooding, erosion, land instability, sedimentation or property damage	significance to Kai Tahu, amenity values, lawful water users, and will not cause or exacerbate flooding, erosion, land instability, sedimentation or property damage. The proposal does not seek to disturb the lake bed, and will simply be a floating structure (similar to a boat) which will be moored onto existing moorings. The proposal is also located within an area that is already identified as a berth on the plans, as such a boat parked in this location is anticipated.
<b>5.4.4 Recognise Kai Tahu's interests in Otago's lakes and rivers by promoting opportunities for their involvement in resource consent processing.</b>	We acknowledge that Lake Wakatipu is a Statutory Acknowledgement Area and the proposal is located within a Wāhi Tupuna. The proposal will not result in an increased extent of marina, and will not disturb the bed of the Lake. As such, the cultural values of Kai Tahu are considered to be maintained.
<b>5.4.9 Have regard to aesthetic values and recreational opportunities provided by a lake or river or its margins when considering adverse effects on amenity values.</b>	The proposed floating sauna building will be located within the marina development which is already highly modified. The proposed floating sauna building will not be visually dominant and will not compromise aesthetic and amenity values associated with this part of Lake Wakatipu. The proposal will enhance recreational opportunities on Lake Wakatipu.
<b>8.6.2 Promote best management practices for activities that occur within or adjacent to the bed of lakes and rivers in order to avoid, remedy or mitigate any adverse effect.</b>	The proposed floating sauna building will be managed in a way which promotes best management practices. Services associated with the sauna facility will be connected to Council's reticulated services, and no discharge into the lake will occur.
<b>8.7.2 Prohibit the introduction of any plant included in any pest management strategy in force in Otago, to any part of the bed or water of any Otago lake or river.</b>	No plants or pests will be introduced into the water body. The proposal does not seek to undertake any works within the lake or lake bed.

## 10.5 Operative District Plan

The Operative District Plan is now considered to have limited relevance given the advanced stage of the PDP and the very small number of appeals remaining to the Rural Zone in which the marina is now located. These zones replace the ODP Rural General. While there is no provision to treat these new PDP objectives and policies as operative, it is considered they should be afforded little weight given the advanced state of the PDP.

Objective 4.2.5 Subdivision, use and development being undertaken in the District in a manner which avoids, remedies or mitigates adverse effects on landscape and visual amenity values.  <b>Policies: 1 Future Development</b>  (a) To avoid, remedy or mitigate the adverse effects of development and/or subdivision in those areas of the	The proposed floating sauna building in this location is in keeping with the character of this more modified part of Lake Wakatipu within the Frankton Marina, which is an area frequently used for water and land based recreational activities. The proposal will not result in adverse effects on landscape and visual amenity values, as the proposed floating sauna building will be absorbed by the surrounding marina environment.
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<p>District where the landscape and visual amenity values are vulnerable to degradation.</p> <p>(b) To encourage development and/or subdivision to occur in those areas of the District with greater potential to absorb change without detracting from landscape and visual amenity values.</p> <p>(c) To ensure subdivision and/or development harmonises with local topography and ecological systems and other nature conservation values as far as possible.</p>	
<p><b>17. Land Use</b></p> <p>To encourage land use in a manner which minimises adverse effects on the open character and visual coherence of the landscape.</p>	<p>The location of the proposed floating sauna building will not result in adverse effects on the open character and visual coherence of the landscape, as the proposal is located within the extent of an already approved berth as part of the Frankton Marina development.</p>
<p><b>Objective 1 - Nature Conservation Values</b></p> <p>The protection and enhancement of indigenous ecosystem functioning and sufficient viable habitats to maintain the communities and the diversity of indigenous flora and fauna within the District.</p> <p>The preservation of the remaining natural character of the District's lakes, rivers, wetlands and their margins.</p> <p>The protection of outstanding natural features and natural landscapes.</p> <p><b>Policy 1.13</b></p> <p>To maintain or enhance the natural character and nature conservation values of the beds and margins of the lakes, rivers and wetlands.</p>	<p>The proposed floating sauna building will not impact on nature conservation values as the proposal does not involve any disturbance to the lake bed.</p> <p>The natural character of this part of the Frankton Arm is somewhat limited already as the marina area is already highly modified. The proposal will 'preserve' the remaining natural character of Lake Wakatipu, by adding an additional structure to an area that is already modified, within the extent of an already approved berth as part of the Stage 1 Frankton Marina development, rather than seeking to place the structure on an unmodified portion of the lake.</p> <p>While this assessment is under the ODP, it is relevant to note that Council does not consider the Frankton Arm to be an ONL. The part of the objective about protecting ONF/Ls therefore does not apply.</p> <p>With regard to Policy 1.13, the area does not have a high degree of natural character due to existing marina environment. A small amount of natural character of the lake surface will be affected from proposed floating sauna building in this location. The existing reduced extent of natural character will be maintained</p>

## 10.6 Proposed District Plan

### 10.6.1 Strategic Directions (Chapter 3)

<p><b>Objective 3.2.3 and Policies 3.2.3.2 relate to the quality of the built environment and ensuring that built form integrates well with its surrounding environment.</b></p>	<p>Whilst the Frankton Marina is not located within the Outstanding Natural Landscape/Feature or Rural Character Landscape, the proposed floating sauna building and pontoon integrates well with its surrounding environment as it is small in scale, recessive in colour, and sits within the dynamic marina environment surrounded by boats which are parked in the marina berths.</p>
<p><b>Objective 3.2.4 and Policies 3.2.4.1-3.2.4.7 relate to the protection of natural environments and ecosystems in the district.</b></p>	<p>The proposed floating sauna building and pontoon will not result in effects on the natural environment, as the structure is floating and attached to existing moorings, and no disturbance of the lake bed will occur throughout construction and operation.</p>
<p><b>Objective 3.2.6 and Policies 3.2.6.1 – 3.2.6.3 relate to ensuring the District’s residents and communities are able to provide for their social, cultural and economic wellbeing and their health and safety.</b></p>	<p>Enabling the proposal will provide for the social and economic wellbeing of the applicant and the community, by providing a diverse, resilient and well-functioning community which integrates recreational opportunities into the built and natural environment.</p>
<p><b>Objective 3.3.20 Manage subdivision and/or development that may have adverse effects on the natural character and natural conservation values of the District’s lakes, rivers, wetlands and their beds and margins so that their life-supporting capacity is safeguarded; and natural character is maintained or enhanced as far as practicable.</b></p>	<p>The proposal will not result in adverse effects on the natural character and natural conservation values of Lake Wakatipu, as the proposal will not disturb the lake bed, but rather float above the water and attach to existing moorings. The proposal is located within the Frankton Marina, which is a dynamic environment and the degree of naturalness in this location is considered to be low.</p>
<p><b>Objective 3.3.24 Provide for non-residential development (other than Regionally Significant Infrastructure) that, due to its function, needs to locate in the rural environment through a planning framework that recognises its locational constraints, while ensuring maintenance and enhancement of the rural environment.</b></p>	<p>The proposed sauna and plunge building and activity needs to be located in the rural (water) environment, due to its unique plunge feature in which clients plunge into Lake Wakatipu. The proposal at the same time ensures the maintenance and enhancement of the rural environment.</p>
<p><b>Objective 3.3.25 That subdivision and/or development be designed in accordance with best practice land use management so as to avoid or minimise adverse effects on the water quality of lakes, rivers and wetlands in the District.</b></p>	<p>The proposal has been designed to avoid adverse effects on the water quality of Lake Wakatipu. The proposal is a floating structure (similar nature to a boat) which is attached to an existing mooring, and will not result in the compromise of the water quality of Lake Wakatipu.</p>
<p><b>Objective 3.3.30 Protect the landscape values of Outstanding Natural Features and Outstanding Natural Landscapes.</b></p>	<p>The Frankton Arm and Frankton Marina is not located within an Outstanding Natural Feature or Landscape. The proposal is recessive in design, and located within an anticipated berth as part of Stage 1 of the Frankton Marina development, and will not result in adverse effects on surrounding Outstanding Natural Features and Landscapes.</p>

## 10.6.2 Landscapes – Rural Character (Chapter 6)

Policy 6.3.1.2 specifically excludes the Frankton Arm located east of the Outstanding Natural Landscape line as shown on the District Plan web mapping application, from the Outstanding Natural Feature, Outstanding Natural Landscape and Rural Character Landscape categories and from the relevant policies of Chapter 6. The relevant policies are the ones identified in Chapter 3 Strategic Directions.

Policy 6.3.5.2 is of relevance and states the following:

**6.3.5.2 Recognise the character of the Frankton Arm including the established jetties and wharves, and provide for their maintenance, upgrade or expansion.**

This policy recognises the activities which are undertaken within the Frankton Arm, and provides for the expansion of jetties and wharves. The proposal is therefore considered to be consistent with this policy.

## 10.6.3 Rural (Chapter 21)

<p><b>21.2.1 Objective - A range of land uses, including farming are enabled while:</b> ... <b>c. Maintaining or enhancing amenity values within the rural environment; and</b> <b>d. Maintaining or enhancing nature conservation values.</b></p>	<p>The proposed floating sauna building and pontoon will maintain and enhance the amenity values within the rural environment and nature conservation values, while providing for a range of land uses within the Rural Zone. The proposed floating sauna building and pontoon are discrete in nature and fits within the context of the dynamic marina environment.</p>
<p><b>21.2.1.6 Avoid adverse cumulative impacts on ecosystem services and nature conservation values</b></p>	<p>The proposal will not result in cumulative impacts on ecosystem services or nature conservation values. The structures are floating, and no disturbance of the lake bed is proposed, and the proposed sauna will be electrically powered which will mitigate</p>
<p><b>21.2.1.7 Have regard to the spiritual beliefs, cultural traditions and practices of Tangata Whenua</b></p>	<p>We acknowledge that Lake Wakatipu is a Statutory Acknowledgement Area and the proposal is located within a Wāhi Tupuna. The proposal will not result in an increased extent of marina, and will not disturb the bed of the Lake. As such, the cultural values of Kai Tahu are considered to be maintained.</p>
<p><b>21.2.3 The life supporting capacity of water is safeguarded through the integrated management of the effects of activities</b></p>	<p>The life supporting capacity of water will not be adversely affected by the proposal as no disturbance of the lakebed is proposed.</p>
<p><b>21.2.4 Objective - Situations where sensitive activities conflict with existing and anticipated activities are managed to minimise conflict between incompatible land uses.</b></p>	<p>The proposal will not result in conflicting activities, as the proposed sauna activity will be located within the existing constructed marina environment.</p>
<p><b>21.2.4.2 Control the nature, scale and location of activities seeking to establish in the Rural Zone, so as to minimise conflict with permitted and established activities, that may be incompatible with those activities.</b></p>	<p>As above, the proposed floating sauna building will be located within the existing consented and constructed marina development. The moorings will not result in conflicting or incompatible activities with the established marina development.</p>
<p><b>21.2.10 Commercial recreation in the Rural Zone is of a nature and scale that is compatible with the amenity values of the location.</b></p>	<p>The proposal is small in nature and scale, located within the already approved Frankton Marina; a dynamic marina environment, and located on an already approved berth where moorings exist and a</p>

	boat parked in this location is anticipated. The proposal is recessive in colour and design, and is considered to be compatible with the amenity values of this location.
<b>21.2.10.1 The group size of commercial recreation activities will be managed so as to be consistent with the level of amenity in the surrounding environment.</b>	The proposed sauna building has a capacity of 12 people. The group size of the commercial recreation activity is therefore considered small in scale, and will be consistent with the level of amenity in the surrounding environment.
<b>21.2.10.2 Manage the adverse effects of commercial recreation activities so as not to degrade rural quality or character or visual amenities and landscape values.</b>	The proposed sauna building will be recessively coloured and sympathetic in design with regard to the surrounding environment. The proposal will not degrade rural quality, character or visual amenity and landscape values, as the proposal will sit within the existing Frankton Marina which is a highly modified and dynamic environment.
<b>21.2.10.3 Avoid, remedy or mitigate any adverse effects commercial activities may have on the range of recreational activities available in the District and the quality of the experience of people partaking on these opportunities.</b>	The proposal will not result in adverse effects on other recreational activities particularly within the marina, as the activity is contained within the berth area, and within the floating built form proposed by the application.
<b>21.2.10.4 Ensure the scale and location of buildings, noise and lighting associated with commercial recreation activities are consistent with the level of amenity in the surrounding environment</b>	The proposed sauna building is small in scale and recessive in colour and design, sympathetic with the surrounding environment. The activity will be undertaken within marina commercial operating hours as approved by RM140061 (as varied by RM170894, RM181250, RM230234, RM230576, RM230869 and RM230978) therefore consistent with the level of amenity in the surrounding environment.
<b>21.2.12 The natural character of lakes and rivers and their margins is protected, or enhanced, while also providing for appropriate activities, including recreation, commercial recreation and public transport.</b>	The proposal sits within the Frankton Marina which is already a highly modified environment. The natural character associated with this part of Lake Wakatipu will be maintained whilst also providing for recreation activities.
<b>21.2.12.1 Have regard to statutory obligations, Wahi Tupuna, and the spiritual beliefs, and cultural traditions of tangata whenua where activities are undertaken on the surface of lakes and rivers and their margins</b>	We acknowledge that Lake Wakatipu is a Statutory Acknowledgement Area and the proposal is located within a Wāhi Tupuna. The proposal will not result in an increased extent of marina, and will not disturb the bed of the Lake. As such, the cultural values of Kai Tahu are considered to be maintained.
<b>21.2.12.2 Enable people to have access to a wide range of recreational experiences on the lakes and rivers, and their margins, while having regard to environmental and safety constraints of the various parts of each lake and river.</b>	The proposal will enable people to have access to a wide range of recreational experiences on Lake Wakatipu, whilst having regard to environmental and safety constraints.
<b>21.2.12.5 Protect, maintain or enhance the natural character and nature conservation values of lakes, rivers and their margins, from inappropriate activities with particular regard to nesting and spawning areas, the intrinsic value of ecosystem services and areas of indigenous fauna habitat and recreational values.</b>	The proposal sits within the Frankton Marina which is already a highly modified environment. The natural character associated with this part of Lake Wakatipu will not be adversely affected, and the proposal will not result in adverse effects on ecosystem services indigenous fauna habitat, spawning or nesting areas.

<p><b>21.2.12.6 Recognise and provide for the maintenance and enhancement of public access to and enjoyment of the margins of the lakes and rivers.</b></p>	<p>The proposal will provide for the enhancement of public access and enjoyment of Lake Wakatipu.</p>
<p><b>21.2.12.7 Ensure the location, design and use of structures and facilities are such that any adverse effects on visual qualities, safety and conflicts with recreational and other activities on the lakes and rivers are avoided, remedied or mitigated.</b></p>	<p>The proposed floating sauna structure will not be visually prominent, particularly against the dynamic and highly modified marina environment, and will not result in safety or conflicting activities on Lake Wakatipu.</p>

#### 10.6.4 Signs (Chapter 31)

<p><b>31.2.4 Signs located on waterfronts, wharves and jetties (including signs on buildings on wharves and jetties) convey necessary and interpretive information while preserving a high standard of amenity and public views.</b></p>	<p>Proposed signage is small in scale and will be dimly illuminated in a very minimal way. It conveys the name of the business which provides only information directly associated with the proposed activity. It is minimal, attached to this building and will not detract from the views and amenity of the foreshore and of the lake. In addition the proposed signage faces inwards towards Pier C of the Frankton Marina, and will not result in light spill onto the surface of the lake.</p>
<p><b>31.2.4.2 Ensure that waterfront signs provide only information directly associated with activities based on the surface of lakes and rivers or undertaken within spaces and buildings located on wharves and jetties and/or the waterfront.</b></p>	
<p><b>31.2.4.3 Ensure that signs on wharves, jetties and waterfronts do not detract from the views and amenity of the foreshore and of the lakes and rivers through inappropriate placement, size and colour.</b></p>	

#### 10.6.5 Wāhi Tupuna (Chapter 39)

<p><b>39.2.1 - Manawhenua values, within identified wāhi tūpuna areas, are recognised and provided for.</b></p>	<p>We acknowledge that Lake Wakatipu is a Statutory Acknowledgement Area and the proposal is located within a Wāhi Tupuna. The proposal is for a commercial recreational activity which is already consented to locate within the Frankton marina, and will not result in an increased extent of marina, and will not disturb the bed of the Lake. The proposal is a floating 'boat like' structure that is little different to a large boat or vessel moored in the same location. Consultation with Te Ao Marama Inc and Aukaha are underway, and will be provided upon receipt. As such, the cultural values of Kai Tahu are considered to be maintained.</p>
<p><b>39.2.1.2 - Recognise that the effects of activities may require assessment in relation to Manawhenua values when that activity is listed as a potential threat within an identified wāhi tūpuna area, as set out in Schedule 39.6.</b></p>	
<p><b>39.2.1.3 - Within identified wāhi tūpuna areas:</b>  <b>a. avoid significant adverse effects on Manawhenua values and avoid, remedy or mitigate other adverse effects on Manawhenua values from subdivision, use and development listed as a potential threat in Schedule 39.6; and</b>  <b>b. avoid, remedy or mitigate adverse effects on Manawhenua values from subdivision, use and development within those identified wāhi tūpuna areas in the urban environment where potential threats have not been identified in Schedule 39.6.</b></p>	



<p><b>39.2.1.4 - Encourage early consultation with Manawhenua when appropriate to understand the effects of any activity on Manawhenua values in an identified wāhi tūpuna area.</b></p>	
--	--

Overall, the proposal is consistent with the relevant PDP objectives and policies.

## 10.7 Kai Tahu ki Otago Natural Resource Management Plan 2005

The Kai Tahu ki Otago Natural Resource Management Plan 2005 is an iwi management plan that is recognised by the iwi authority, being Te Rūnanga o Ngāi Tahu. The following policy is of relevance:

- To require that any visual impacts at the site of the activity are minimal

The proposal does not require any modification or disturbance of the lake bed. The proposal does not require any machinery associated with the construction of the proposed sauna building to enter the Lake or Lake bed. The proposed floating sauna building will be absorbed visually by the existing marina development, is small in scale and recessive in design and will not result in visual impacts. We acknowledge that Lake Wakatipu is a Statutory Acknowledgement Area and the proposal is located within a Wāhi Tupuna. The proposal will not result in an increased extent of marina, and will not disturb the bed of the Lake. Consultation with Te Ao Marama Inc and Aukaha are underway, and will be provided upon receipt. As such, the cultural values of Kai Tahu are considered to be maintained.

## 11. Other Matters

No other relevant matters have been identified.

## 12. Conclusion

The proposed floating sauna building and activity will achieve the purpose of sustainable management under section 5 of the RMA by enabling the applicant and community to provide for their social and economic well-being, while at the same time avoiding, remedying and mitigating adverse environmental effects as described in this application.

## Attachments

- [A] Form 9
- [B1] – [B3] Records of Title
- [C] Proposed Plans
- [D] RM230978 Decision (a variation of RM140061 (as varied by RM170894, RM181250, RM230234, RM230576, RM230869 and RM230978)
- [E] Landscape and Visual Effects Assessment
- [F] Affected Party Approval – Lakes Marina Projects Limited



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



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** **1096480**  
**Land Registration District** **Otago**  
**Date Registered** 17 February 2023 02:29 pm

**Prior References**  
11212972.1

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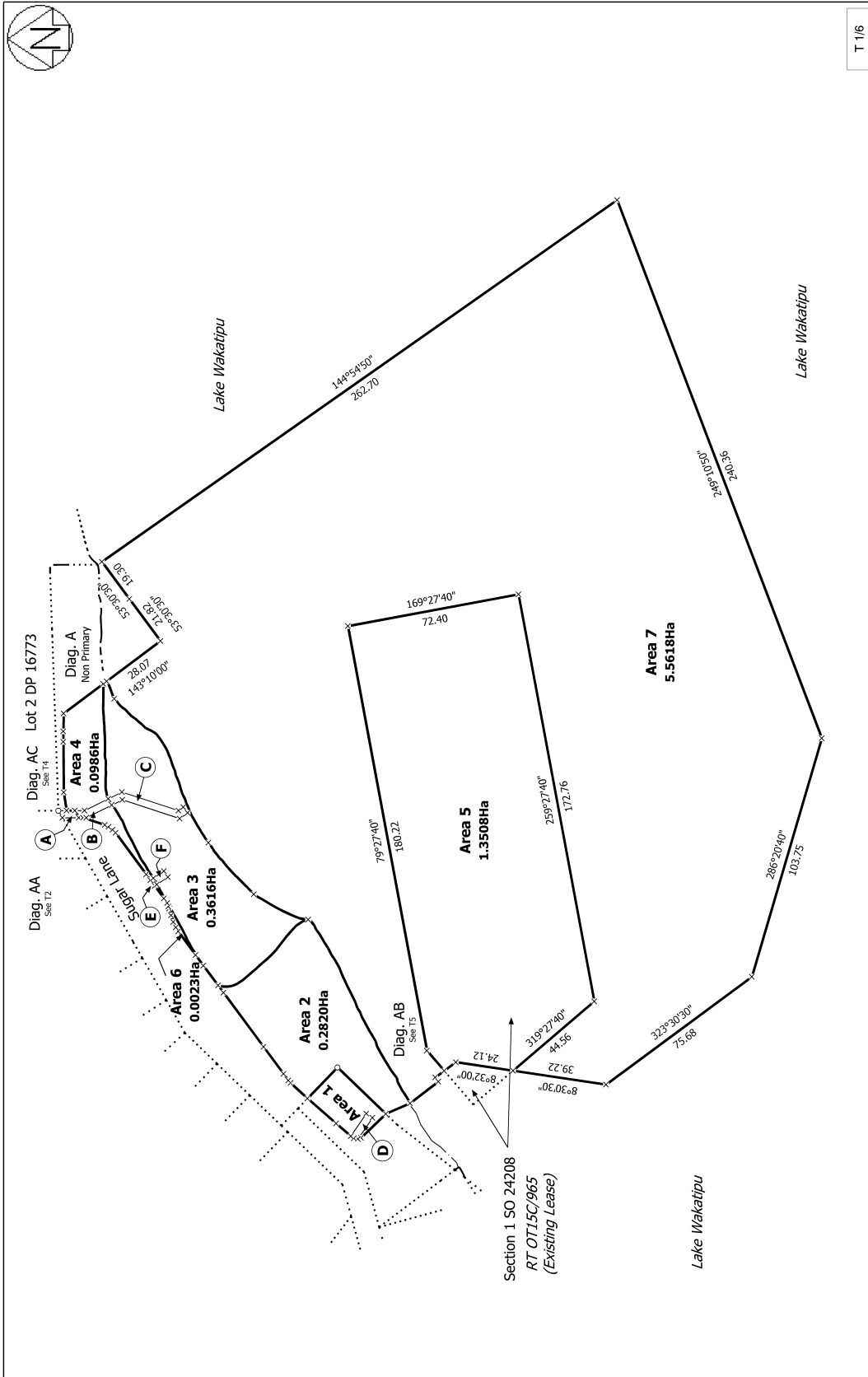
<b>Type</b>	Lease under s83 Land Act 1948	<b>Instrument</b>	LC 11212972.1
<b>Area</b>	6.9126 hectares more or less	<b>Term</b>	33 years commencing 26.6.2018 (right of renewal)

**Legal Description** Area 5, 7 Deposited Plan 583867

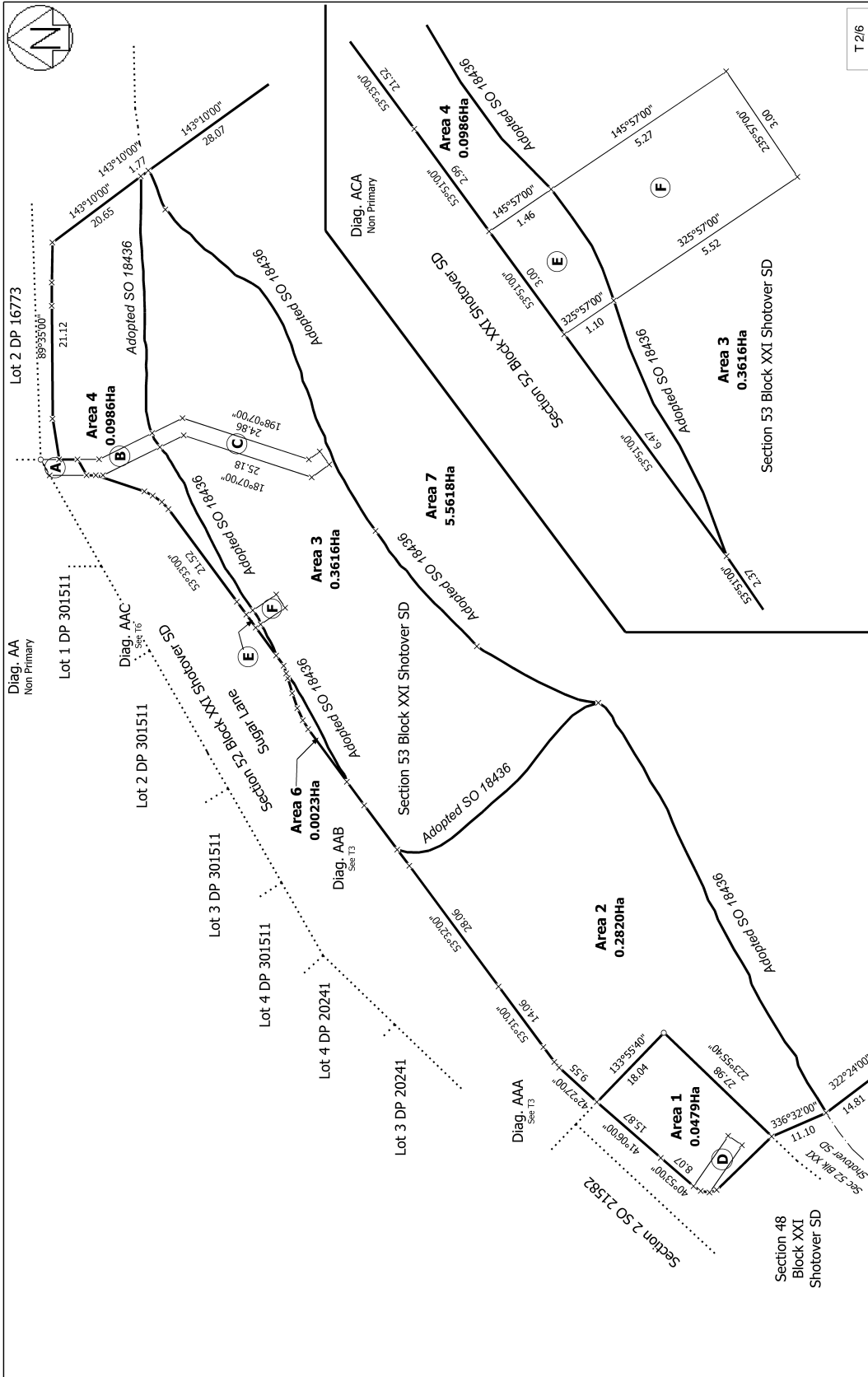
**Registered Owners**  
Lakes Marina Projects Limited

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**Interests**

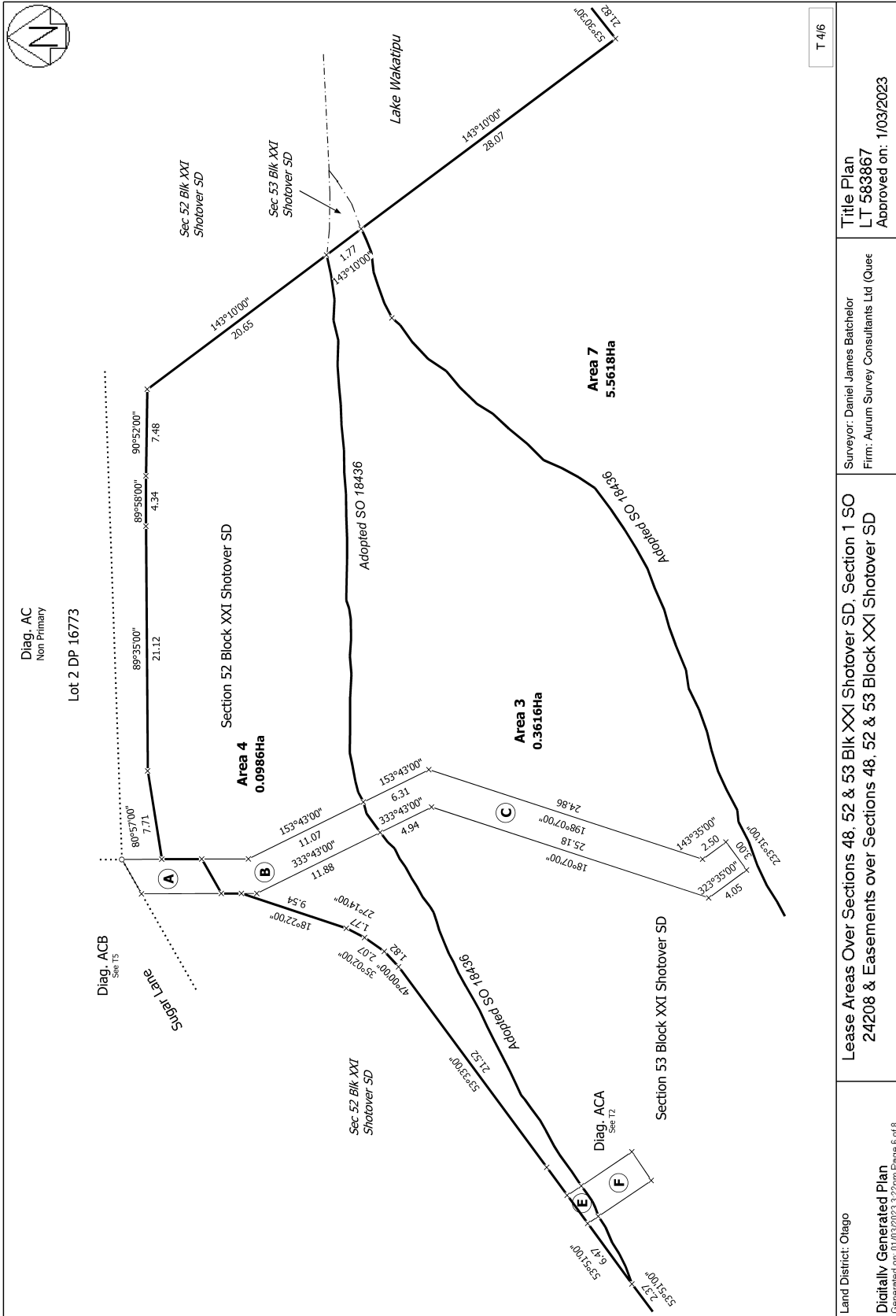


Land District: Otago	Surveyor: Daniel James Batchelor	T 1/6
Digitally Generated Plan Generated on: 01/03/2023 3:22pm Page 3 of 6	Firm: Aurum Survey Consultants Ltd (Quee	Title Plan LT 583867 Approved on: 1/03/2023
Lease Areas Over Sections 48, 52 & 53 Blk XXI Shotover SD, Section 1 SO 24208 & Easements over Sections 48, 52 & 53 Block XXI Shotover SD		



T 2/6

<p>Land District: Otago</p> <p><b>Digitally Generated Plan</b></p> <p><small>Generated on: 01/03/2023 3:22pm   Page 4 of 6</small></p>	<p><b>Lease Areas Over Sections 48, 52 &amp; 53 Blk XXI Shotover SD, Section 1 SO 24208 &amp; Easements over Sections 48, 52 &amp; 53 Block XXI Shotover SD</b></p>	<p>Surveyor: Daniel James Batchelor</p> <p>Firm: Aurum Survey Consultants Ltd (Quee</p>	<p><b>Title Plan</b></p> <p><b>LT 583867</b></p> <p>Approved on: 1/03/2023</p>
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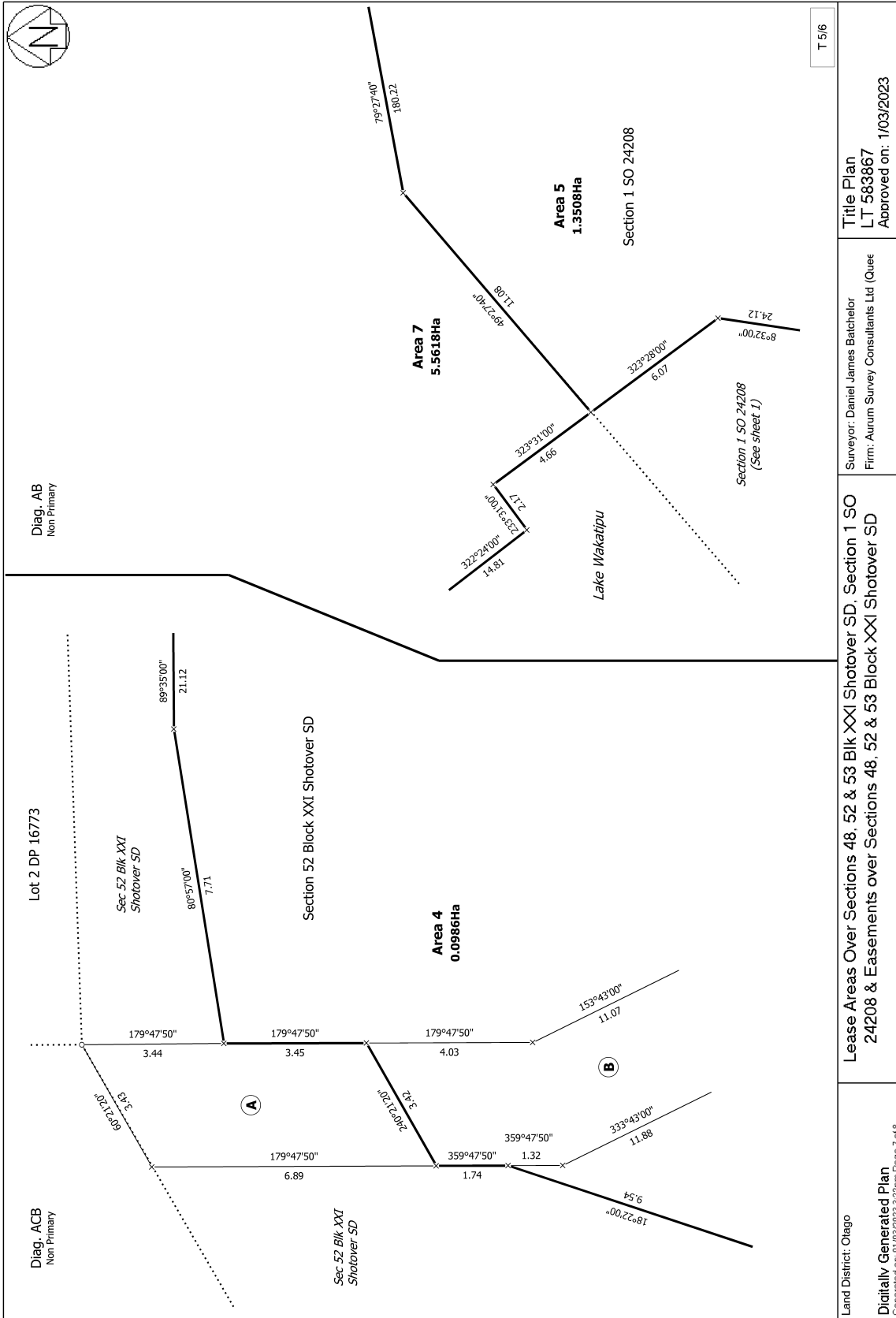


Land District: Otago  
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Surveyor: Daniel James Batchelor  
 Firm: Aurum Survey Consultants Ltd (Quee

Lease Areas Over Sections 48, 52 & 53 Blk XXI Shotover SD, Section 1 SO  
 24208 & Easements over Sections 48, 52 & 53 Block XXI Shotover SD

Title Plan  
 LT 583867  
 Approved on: 1/03/2023



Land District: Otago

**Digitally Generated Plan**  
Generated on: 01/03/2023 3:22pm Page 7 of 8

Lease Areas Over Sections 48, 52 & 53 Blk XXI Shotover SD, Section 1 SO 24208 & Easements over Sections 48, 52 & 53 Block XXI Shotover SD

Surveyor: Daniel James Batchelor  
Firm: Aurum Survey Consultants Ltd (Quee

Title Plan  
LT 583867  
Approved on: 1/03/2023



## View Instrument Details

Instrument No. 11212972.1  
Status Lodged  
Date & Time Lodged 17 Feb 2023 14:29  
Lodged By O'Donnell, Kerry Amanda  
Instrument Type Lease (Crown)



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Affected Records of Title	Land District
1096480	Otago

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**Annexure Schedule** Contains 31 Pages.

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### Signature

Signed by Kerry Amanda O'Donnell as Lessor/Lessee Representative on 16/02/2023 09:16 AM

\*\*\* End of Report \*\*\*



**Special Lease**

(Under section 67(2) of the Land Act 1948 and pursuant to section 67A of the Land Act 1948)

Land	Part	Area/Description of part
<b>Bed of Lake Wakatipu including Section 1 S024208</b>		<b>Areas 5 and 7 DP 583867 being 6.9126 hectares (Leasehold Record of Title 1096480 to issue)</b>

**Lessor**

**His Majesty the King (acting by and through the Commissioner of Crown Lands)**

**Lessee**

**Lakes Marina Projects Limited**

**Commencement Date**

26 June 2018

**Lease and Terms of Lease**

The Lessor leases to the Lessee and the Lessee accepts the lease of that part of the Land identified above as Areas 5 and 7 DP 583867, with the Commencement Date set out above and otherwise on the Terms of Lease in the Annexure schedule.

## CONTENTS

BACKGROUND	1
1. DEFINITIONS AND INTERPRETATION	2
2. GRANT OF LEASE	4
3. TERM	4
4. ANNUAL RENT AND OUTGOINGS	5
5. PAYMENTS BY LESSEE	5
6. CPI RENT REVIEW	5
7. MARKET RENT REVIEW	6
8. OBLIGATIONS OF THE LESSEE	8
CHARGES AND COSTS	8
9. LICENSING AND ASSIGNMENT	9
10. REMOVAL OF IMPROVEMENTS	10
11. LESSEE INDEMNITY AND RISK	11
12. USE OF LAND	11
13. MAINTENANCE OF LAND AND STRUCTURES	13
14. INSURANCE	14
15. ADVERTISING AND PROMOTION	14
16. RENEWAL OF LEASE	14
17. LESSEE ACKNOWLEDGEMENTS	15
18. COSTS	15
19. CROWN'S LIABILITY EXCLUDED	16
20. TERMINATION – FORFEITURE	16
21. GENERAL	17
22. SURRENDER OF LEASE BY LESSEE	17
23. DISPUTES	17
24. HOLDING OVER	18
25. NOTICES	18
26. SEVERABILITY	18
27. GUARANTEE	18
EXECUTION	20
FIRST SCHEDULE	21
SECOND SCHEDULE	25

Lease under section 67(2) of the Land Act 1948 and pursuant to section 67A of the Land Act 1948

DATED 26 June 2017

**PARTIES**

1. HER MAJESTY THE QUEEN acting by and through the Commissioner of Crown Lands ("the Crown")
2. LAKES MARINA PROJECTS LIMITED a duly incorporated company having its registered office at Auckland together with their successor and permitted assigns ("the Lessee")  
  
IRAJ BARABI, ("the Guarantor")

**BACKGROUND**

- A. The Crown is the owner of the land being described as part of the bed of Lake Wakatipu and Section 1 SO 24208.
- B. The Lessee seeks to construct a marina of up to 187 berths with 17 floating sheds on the Land as a staged development.
- C. The marina will be a commercial venture.
- D. The Lessee wishes to erect Structures as defined in the First Schedule on the Land. Resource consent is required to build these Structures.
- E. The Crown agrees to grant, and the Lessee agrees to accept, a lease of the Land (subject to the right of members of the public to enter and remain on the Land and the structures as permitted by this Lease) for the Permitted Use and on the terms and conditions set out in this Lease and in Schedule 1.
- F. In consideration for the Crown entering into this Lease with the Lessee at the request of the Guarantor, the Guarantor agrees to guarantee the payment of the rent and the performance of certain terms and conditions of the Lease by the Lessee on the terms and conditions set out clause 27 of this Lease

**TERMS OF THIS AGREEMENT****1. DEFINITIONS AND INTERPRETATION**

1.1 In this Lease (including the Schedules):

**"Act"** means the Land Act 1948.

**"Berth Sites"** means those sites described in the Resource Consent and Building Consent and as depicted on the plan in the Third Schedule and further described in the First Schedule.

**"Bond"** means the performance bond by way of cash security to be provided by the Lessee pursuant to the QLDC Lease.

**"Commencement Date"** means the date specified in the First Schedule.

**"CPI Rent Review Dates"** means the CPI Rent Review Dates specified in the First Schedule.

**"Land"** means that part of the lakebed specified in the First Schedule, and administered under the Act but subject to survey.

**"Lease"** means the lease of the Land to the Lessee under section 67(2) of the Act and pursuant to section 67A of the Act on the terms and conditions set out in this Lease including its Schedules and any period of holding over of the Lease.

**"Default Rate"** means interest at the rate of 14 percent per annum.

**"GST"** means Goods and Services Tax payable under the Goods and Services Tax Act 1985.

**"Marina Stage 1"** means the construction of 17 floating sheds and 85 Berth Sites as detailed in the Resource Consent.

**"Marina Stage 2"** means the construction of 102 Berth Sites as detailed in the Resource Consent

**"Market Rent Review Dates"** means the Market Rent Review Dates specified in the First Schedule.

**"Permitted Use"** means the use of the Land in accordance with the Resource Consent for the purpose of the business activity described in the First Schedule and includes constructing the Structures on the Lakebed.

**"Plan"** means the plan(s) attached to this Lease as the Second Schedule.

**"QLDC Agreement"** means the agreement between the Lessee and Queenstown Lakes District Council dated 22 October 2015 and entitled "Development and Lease Agreement".

**"QLDC Lease"** means the lease to be entered into between the Lessee and Queenstown Lakes District Council pursuant to the QLDC Agreement.

**"Rent Payment Dates"** means the rent payment dates specified in the First Schedule.

**"Resource Consent"** means the resource consent/s for the Structures and the Business Activity described in the First Schedule.

**"Structures"** means those structures described more fully in the First Schedule.

**"Term"** means the term (and, if renewed, any further terms) specified in the First Schedule and any period of holding over.

**"Valuer"** means a registered valuer.

1.2 In the interpretation of this Lease unless the context otherwise requires:

- (a) the headings and subheadings appear as a matter of convenience and shall not affect the interpretation of this Lease;
- (b) reference to a statute includes reference to all enactments that amend or are passed in substitution for the relevant statute and to all regulations relating to that statute;
- (c) words in the singular include the plural and vice versa;
- (d) reference to a month means a calendar month;
- (e) reference to a person means an individual, a body corporate, an association of persons (whether corporate or not), a trust or a state or agency of a state (in each case, whether or not having separate legal personality);
- (f) if the Lessee comprises more than one person, each of those person's obligations, as Lessee, will be both joint and several;
- (g) an obligation not to do something includes an obligation not to cause, permit, or suffer that thing to be done;
- (h) any action or thing to be done on a day which is not a working day shall be done on the first working day after the day on which that thing was to be done; and
- (i) a reference to a party includes that party's successors and permitted assigns; and
- (j) wherever words appear in this Lease that also appear in the First Schedule those words shall mean and include the details supplied after them in the First Schedule.

**2. GRANT OF LEASE**

- 2.1 Pursuant to section 67(2) of the Act, the Crown hereby grants to the Lessee, and the Lessee accepts, a lease of the Land on the terms and conditions set out in this Lease including its Schedules and where not inconsistent with the terms of this lease, subject to the Land Act 1948.
- 2.2 The Lessee shall comply with terms and conditions imposed by the Crown under this Lease.
- 2.3 Pursuant to section 67A of the Act, and notwithstanding anything to the contrary in this Lease, the lease does not confer exclusive possession on the Lessee and will at all times be subject to the right of members of the public to enter and remain on the Land and the Structures subject to the observance of the following conditions:
- (a) The Lessee may restrict public access to any part of the Land because of conditions in the Resource Consent, the Building Consent, the Building Act 2004 and any health and safety or security requirements determined by the Lessee acting reasonably;
  - (b) The Lessee may restrict public access to any section of the Structures that extends beyond the location of the fuel pumps on the breakwater Structure, including without limitation restrictions on access to the Berth Sites which shall be reserved exclusively to the Lessee and holders of Berth Site Licences, permits or similar rights, issued by the Lessee ;
  - (c) no person may interfere with the Lessee's Permitted Use of the Land pursuant to the Lease, nor with any equipment or chattels belonging to the Lessee; and
  - (d) no person may enter or remain on the Land for the purposes of erecting their own structures without the written consent of the Crown;
  - (e) members of the public may enter onto the Land and have access as provided for pursuant to RM 140061.
- 2.4 Upon the Commencement Date, the Crown agrees to surrender, and agrees to allow Queenstown Lakes District Council to surrender, the Existing Lake Bed Lease with no surrender fee (and the Crown will sign all documents and do all things reasonably necessary to assist the Lessee and Queenstown Lakes District Council effect that surrender and cancel the leasehold title pursuant to that Existing Lake Bed Lease).

**3. TERM**

- 3.1 Subject to clause 3.2, 13.3, and 20 this Lease is granted for the term specified in the First Schedule commencing on the Commencement Date.
- 3.2 This Lease shall terminate with immediate effect but without prejudice to the rights and obligations of any party arising prior to the date of termination if any

Resource Consent lapses or is otherwise not maintained in force in accordance with clause 8.4 of this Lease.

**4. ANNUAL RENT AND OUTGOINGS**

- 4.1 Subject to the reviews of Initial Annual Rent or the Annual Rent which may be undertaken by the Crown in accordance with clause 6 and 7, the Lessee shall pay the Initial Annual Rent or Annual Rent set out in the First Schedule.
- 4.2 The Initial Annual Rent or the Annual Rent payable by the Lessee shall be paid in advance as set out in the First Schedule.

**5. PAYMENTS BY LESSEE**

- 5.1 A payment of the Initial Annual Rent or the Annual Rent made by the Lessee must be made on the Rent Payment Date in immediately available cleared funds without set off or deduction of any kind, by direct credit to the bank account nominated or as otherwise advised by the Crown.
- 5.2 In addition to any amount payable by the Lessee under this Lease, the Lessee shall pay to the Crown GST and any other taxes payable in respect of that payment at the same time that such payment is due.
- 5.3 If the Lessee defaults in the payment of any amount owing under this Lease (except the payment of any GST) for 10 working days or more, the Lessee shall be liable for, and pay on demand, interest on all amounts outstanding at the Default Rate from the date on which the payment was due to the date of actual payment in full. The Crown's rights under this clause 5 are without prejudice to any other rights or remedies available to the Crown at law or in equity.
- 5.4 Where any GST is not paid by the Lessee in accordance with clause 5.2 the Lessee shall pay to the Crown, upon demand and together with the unpaid GST, interest at the Default Rate on the amount of the unpaid GST from the date on which the Crown were required to pay such GST until the date of payment of the unpaid GST along with any default GST.

**6. CPI RENT REVIEW**

- 6.1 The Annual Rent payable from each CPI Rent Review Date shall be determined as follows:
- (a) The Crown shall adjust the Marina Stage 1 and Marina Stage 2 Annual Rent at the CPI Rent Review Dates on the basis of increases (and not decreases) in the CPI by giving notice to the Lessee of the increase (if any).

- (b) The increase shall be calculated in accordance with the cumulative increase noted in the Consumer Price Index (All Groups) or a group selected at the Crown's sole discretion, published by the Government statistician (or any replacement index) with the first CPI being calculated at the CPI issued no earlier than 1 January 2016.

- 6.2 Notwithstanding any other provision of subclause 6.1 (b), the annual rent payable as from the relevant CPI rent review date shall not be less than the annual rent payable immediately preceding the CPI Rent Review Date or any Market Rent Review, which ever is the latest.

The new rent determined pursuant to subclause 6.1 (a) and (b) shall be payable from the relevant CPI Rent Review Date once it is determined by the Crown giving notice under that subclause. Pending determination of the new rent, the Lessee will pay the rent that applies prior to the CPI Rent Review Date. On determination of the new rent, the Lessee will immediately pay any shortfall to the Crown.

## 7. MARKET RENT REVIEW

- 7.1 The Annual Rent (Marina Stage 1 and Marina Stage 2) being paid by the Lessee may be reviewed by the Crown in accordance with this clause on the Market Rent Review Dates.
- 7.2 The Annual Rent payable may be reviewed with effect from each Market Rent Review Date as follows:
- (a) At any time, but not earlier than three (3) months prior to the relevant Market Rent Review Date, the Crown shall give notice in writing to the Lessee specifying the proposed Annual Rent (which has been determined by a valuer) as the current market rent as at the relevant Market Rent Review Date ("the Notice").
  - (b) If the Lessee gives written notice to the Crown within 1 month of the date of the Notice disputing the annual rent proposed and specifying the Annual Rent proposed by the Lessee as the current market rent, the new annual rent shall be determined in accordance with clause 7.3.
  - (c) If the Lessee fails to give such notice (time being of the essence) the Lessee shall be deemed to have accepted the annual rent specified in the Notice and the extension of time for commencing arbitration proceedings contained in the Arbitration Act 1996 shall not apply.
  - (d) Notwithstanding any other provisions of this clause, the amount of the new annual rent shall not be less than the Annual Rent payable by the Lessee during the period of twelve (12) months immediately prior to the relevant Market Rent Review Date.



- (e) The annual rent agreed, determined, or imposed pursuant to this clause shall be the Annual Rent payable as from the relevant Market Rent Review Date.
- (f) In no case will the failure of the Crown to give notice on or prior to a Market Rent Review Date of their desire to review the rent constitute a waiver of the right of the Crown to subsequently require a review in respect of the Annual Rent.
- (g) The Market rent review at the option of either party may be recorded in a Deed.

7.3 Immediately following the service of the Lessee's notice under clause 7.2 (b) the parties shall endeavour to agree upon the current market rent but, if agreement is not reached within 14 days, then the new rent shall be determined either in accordance with clause 23 or, if the parties so agree, by Valuers acting as experts and not as arbitrators as follows:

- (a) Each party shall appoint a Valuer and give written notice of the appointment to the other party within 14 days of the parties agreeing to so determine the new rent;
- (b) If the party receiving a notice fails to appoint a Valuer and notify the other party within the 14 day period then the Valuer appointed by the other party shall determine the new rent and such determination shall be binding on both parties;
- (c) The Valuers appointed shall appoint a third expert who need not be a Valuer before commencing their determination;
- (d) The Valuers appointed shall determine the current market rent of the Land but if they fail to agree then the rent shall be determined by the third expert; and
- (e) Each party shall be given the opportunity to make written or oral representations subject to such reasonable time and other limits as the Valuers or the third expert may prescribe and they shall have regard to any such representations but not be bound thereby.

7.4 When the new rent has been determined the person or persons determining the same shall give written notice thereof to the parties. The notice shall also provide how the costs of the determination shall be borne and such provision shall be binding on the parties.

**8. OBLIGATIONS OF THE LESSEE****CHARGES AND COSTS**

- 8.1 The Lessee shall when exercising its rights under this Lease:
- (a) shall duly and punctually pay all rates and other charges imposed by any local or other competent authority in connection with the Land, the structures and the Business Activity. If any rates are not separately made or levied, the Lessee shall, on written request, promptly pay to the Crown such amount as the Crown may reasonably fix in the request.
  - (b) shall, to the satisfaction of the Crown and at its own cost, regularly dispose of and remove from the Land and the structures all rubbish and other waste.
- 8.2 In addition to those costs expressly set out in this Lease, the Lessee shall duly and punctually pay all other outgoings and costs resulting either from its occupation and use of the Land and structures or from the Business Activity.

**COMPLIANCE WITH LAWS**

- 8.3 The Lessee shall punctually observe and comply with, and shall ensure that its agents, employees, contractors and invitees observe and comply with, every law, statute, rule, regulation and by-law relating to the Land, the structures or business activity or to the construction, use, or removal of the Land or the Structures including, without limitation, the Building Act 2004, the Overseas Investment Act 2005 and associated Regulations, the Reserves Act 1977, the Conservation Act 1987, all territorial authority plans, and the Resource Consent.
- 8.4 The Lessee shall during the term of this Lease obtain and maintain in force and comply with all consents, permits and certifications necessary to allow the Permitted Use including, without limitation, the Resource Consents and any consents under the Overseas Investment Act 2005. The Lessee shall provide copies of all such consents, permits and certifications to the Crown if required to do so.
- 8.5 The Lessee shall comply with all reasonable notices and directions which may be given by the Crown or any competent authority relating to any statute or regulation concerning the Land, the structures or the business activity or the construction, use, or removal of the Land or the structures.

**SURVEY**

- 8.6 As soon as is practical after execution of this Lease, the Lessee shall, at the Lessee's expense, cause a survey plan defining the Land to be prepared and shall submit the same to the Crown for approval (such approval not to be

unreasonably withheld or delayed). After obtaining such approval, the Lessee may, at the Lessee's expense, register this Lease in accordance with the Act.

#### 9. LICENSING AND ASSIGNMENT

- 9.1 The Lessee may licence the Berth Sites to third parties provided that such licences are granted pursuant to the Lessee's Permitted Use and provided that it notifies the Crown in writing of licences that have been granted for a term of 3 months or more during each 6 month period January to June and June to December each year. A schedule of such licences granted shall be forwarded to the Crown at the same time rent is paid pursuant to clause 4.2. The schedule must show the licensee's name, address and the name of the relevant vessel entitled to use the berth. Any changes to the names, addresses or vessel will be notified to the Crown.
- 9.2 Subject to clause 9.1 (and subject to section 89 of the Act), the Lessee shall not otherwise assign, transfer, sublet, mortgage, charge, grant any security interest or otherwise dispose of its interest in or part with possession of the Land and/or the structures, or any part thereof, to any person without obtaining the prior written consent of the Crown. Where the Lessee is a company any change in the legal or beneficial ownership of its shares or issue of new capital whereby in either case there is a change in the effective management or control of the company shall require the prior written consent of the Crown.
- 9.3 As a condition precedent to the giving of such consent the Crown shall be entitled to the performance and satisfaction of any conditions including, without limitation, the following:
- (a) The Lessee shall demonstrate to the satisfaction of the Crown that the proposed transferee or sub lessee is intending to use the Land for the Permitted Use and is (and, in the case of a company, the shareholders are) respectable, responsible and has the financial resources to meet the Lessee's commitments under this Lease;
  - (b) All rent and other money payable under this Lease have been paid to date;
  - (c) There is no subsisting unremedied breach of any of the terms of this Lease;
  - (d) The Lessee shall procure the execution by the transferee of a deed of covenant with the Crown to the effect that the transferee will:
  - (e) duty pay the annual rental and all other moneys due under this Lease at the times and in the manner mentioned herein; and

- (f) observe and perform all the covenants, conditions and agreements herein contained or implied on the part of the Lessee to be observed and performed;
- (g) In the case of an assignment to a company, that a deed of guarantee in customary form approved or prepared by the Crown is duly executed by the principal shareholders of that company and delivered to the Crown; and
- (h) All costs incurred by the Crown in relation to the proposed transfer or sublease (whether or not the proposed transfer or sublease proceeds to completion) have been paid by the Lessee.

9.4 The Lessee shall pay its own costs and all the costs of the Crown in respect of any assignment, transfer, subletting or other disposition of the Land, or any part thereof, including (without limitation) the costs of all reasonable enquires concerning the proposed assignee and guarantor (if any) and of preparing and executing all documents. All such costs shall be payable whether or not the assignment, transfer, subletting, or other disposition proceeds.

#### 10. REMOVAL OF IMPROVEMENTS

- 10.1 On the expiry of this Lease or its sooner determination, the Lessee shall, unless otherwise agreed by the Crown:
- (a) remove the Structures and any other improvements on the Land; and
  - (b) restore the Land as far as is practicable to the condition it was in at the commencement of this Lease (including excavations).
- 10.2 If the Lessee fails to complete any removal or restoration as required under clause 10.1 the Crown may, without prejudice to the Crown's other rights and remedies expressed or implied, either:
- (a) Remove the Structures and any other improvements on the Land, in which case the Lessee shall, on demand, pay all costs and expenses incurred by the Crown in so doing; or
  - (b) elect not to effect such removal and, instead, give written notice to the Lessee that unless the Lessee effects removal within ninety (90) working days of the date on which the notice is given the Structures and any other improvements not removed by the Lessee shall be forfeited without compensation. If the Lessee fails to comply with this notice the Structures and any other improvements shall become the property of the Crown.
- 10.3 The Crown acknowledges that notwithstanding any other clause of this Lease that the Structures shall remain in the sole ownership and control of the Lessee during the Term and on termination of this Lease (for any reason) unless clause

10.2(b) applies and the Lessee fails to comply with the notice issued pursuant to that sub clause within the required timeframe.

#### 11. LESSEE INDEMNITY AND RISK

11.1 The Lessee shall indemnify (both during the term of this Lease and following its expiry or sooner determination) and keep indemnified, the Crown against all liability whatsoever arising as a result of the Lessee's default under this Lease or otherwise at law, including (without limitation):

- (a) the neglect or careless use or misuse by the Lessee or any of its licensees, agents, employees, contractors and/or invitees of the Land, the structures and any other improvement on the Land; and
- (b) any accident or damage to property or any person arising from any occurrence on the Land or the structures wholly or in part by reason of any act or omission by the Lessee or any of its agents, employees, contractors and/or invitees.

11.2 The Lessee agrees to occupy and use the Land at the Lessee's own risk and hereby releases the Crown from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to the Lessee or any other person entering the Land at the Lessee's request, or any property in or about the Land.

#### 12. USE OF LAND

12.1 The Lessee shall occupy and use the Land and the Structures for the Permitted Use only and is prohibited from carrying on any other activity on the Land and the structures.

12.2 The Lessee having regard to the purpose for which this lease is granted shall provide an appropriate range of facilities and amenities for full and safe enjoyment for its patrons.

12.3 The Lessee shall, prior to the erection of the Structures or other improvement on the Land, provide to the Crown:

- (a) plans, specifications and colour schemes of the structures or improvements to be erected;
- (b) evidence that the Structures or improvements does, or will, comply with all relevant laws (including, without limitation, the Building Act 2004, all territorial authority plans and the Resource Consent); and
- (c) if the Structures or improvements shall also be erected on adjoining land that is not owned by the Lessee, evidence of the consent of the owner of such adjoining land to the erection of the structures or improvements for the Crown's approval.

- (d) The Lessee will not erect the Structures or improvements or carry out any other development on the Land without the prior written approval of the Crown to the plans, specifications and colour schemes for the same.
- 12.4 The Lessee shall not make, or begin to make, any additions or alterations to the Structures without the prior written consent of the Crown provided however that the Lessee may make alterations to reconfigure Berth Sites without consent. The Crown may require:
- (a) plans of any additions or alterations;
  - (b) evidence that any such additions or alterations do, or will, comply with all relevant laws (including, without limitation, the Building Act 2004, all territorial authority plans and the Resource Consent); and
  - (c) if the Structures or improvements shall also be erected on adjoining land that is not owned by the Lessee, evidence of the consent of the owner of such adjoining land to the erection of the structures or improvements
- prior to granting such consent.
- 12.5 The Lessee shall comply with any reasonable conditions imposed by the Crown in respect of the Land, the Structures, the Business Activity, the construction of the Structures or other improvements.
- 12.6 The Lessee shall not:
- (a) store, use or bring onto the Land or the Structures any offensive, noxious or dangerous substances or machinery, or any vehicles, machinery or goods of such size, weight and/or shape likely to damage the Land or the Structures, except with the prior written consent of the Crown;
  - (b) do anything illegal or which, in the opinion of the Crown, may become a nuisance, disturbance or obstruction or cause damage to the Land, the Structures or other users of the Land or Structures;
  - (c) use the Land or Structures or the Business Activity in a noisy, noxious or offensive manner;
  - (d) subject to clause 13.4 hereof (Clearing of Weeds and Pests), carry out any disturbance of the Land, including of the lake bed vegetation on the Land, carry out earthworks or excavation for any purpose whatsoever or otherwise damage the surface of the Land except with the prior written consent of the Crown.
- 12.7 The Crown, their officers, employees, contractors or agents may at all reasonable times enter upon the Land or the Structures to view and inspect the condition of the Land, the Structures or any other improvement on the Land.

- 12.8 The Crown accept no responsibility or liability whatsoever in respect of any claims, suits, demands or actions arising out of the neglect or negligence of the Lessee, its agents, employees or contractors in the erection or maintenance of the Structures or any other improvement on the Land or any equipment or vehicles or other things used by the Lessee or those under its control.
- 12.9 The Lessee accepts the Land as being satisfactory to the Lessee in all respects and with full knowledge of and subject to any prohibitions or restrictions on the use of the Land or the structures. The Crown does not warrant:
- (a) that the Land is, or will remain, suitable or adequate for any of the purposes of the Lessee, including the Permitted Use; or
  - (b) that the Permitted Use is permitted under any law, relevant territorial or regional authority plan or by-law.
- 12.10 The Lessee shall at all times maintain the Structures so that they are safe and secure and fit for purpose and ensure the operation and the Business Activity shall not to cause a danger to any person.
- 12.11 The Lessee shall notify the Crown within twenty four (24) hours of any accident or incident occurring on or around, or arising as a result of the Lessee undertaking any activity on, the Land or the structures.
- 13. MAINTENANCE OF LAND AND STRUCTURES**
- 13.1 The Lessee shall keep and maintain the Land, the Structures and any other improvements on the Land in a clean and tidy condition and in good and safe order and repair and fit for their intended purpose and to the standard reasonably required by the Crown.
- 13.2 The Lessee shall repair and make good any damage to the Land that is a result of the Business Activities of the Lessee, its agents, employees, contractors and/or invitees. If the Lessee does not repair and make good such damage within one month of being required to do so by the Crown, the Crown shall be entitled to repair and make good such damage and the Lessee shall, on demand, pay to the Crown all costs incurred by it in effecting such repairs and making good such damage (including the Crown's legal costs on a solicitor/client basis).
- 13.3 If the Structures or any other improvement is destroyed by earthquake, fire, water damage or tempest so as to render them irreparable or unfit for reinstatement (in the determination of the Lessee in its sole discretion) then this Lease shall terminate with immediate effect but without prejudice to the rights and obligations of any party arising prior to the date of termination and clause 10 shall apply.
- 13.4 The Lessee shall keep and maintain the Land and the Structures and an area extending 10 metres from the Structures in all directions free of all aquatic and terrestrial weeds and pests and shall comply with any applicable statutory and

territorial local authority requirements dealing with weeds and pests in respect of the Land or the structures.

- 13.5 The Lessee shall at all times comply with the Health and Safety at Work Act 2015, its regulations, Codes of Practice, and Guidelines and shall take all practicable steps (insofar as it is legally permissible) to ensure that any obligations imposed on the Crown under that legislation are complied with.

#### 14. INSURANCE

- 14.1 The Lessee shall insure and keep insured the Structures and any other improvements on the Land that are not owned by the Crown against destruction or damage by fire, earthquake, storm, water damage and malicious damage for full replacement and reinstatement and shall include the cost of demolition and, if required by the Crown, a 12 month indemnity in respect of consequential loss of rent and outgoings.
- 14.2 The Lessee shall effect and keep current in respect of the Land, the Structures and the Lessee's use of the same, a policy of public liability insurance for an amount not less than \$5,000,000 (or such other amount required by the Crown) for any one event with a substantial reputable insurance office or company which has been approved by the Crown and that has a minimum long term Standard & Pools rating of A.
- 14.3 The Lessee shall ensure that the Crown is noted on the said insurance policies as an interested party as Lessor.
- 14.4 The Crown may annually audit the Lessee's insurance policy and the Lessee shall at the request of the Crown, provide the Crown with copies of all insurance policies and/or certificates of currency in respect of all insurances required under this clause 14 and if required arrange for insurance policies to be amended and/or for additional insurance policies to be obtain.

#### 15. ADVERTISING AND PROMOTION

- 15.1 The Lessee shall not erect or display or permit to be erected or displayed on the Land or the Structures any signs, hoardings or advertising matter of any description without first obtaining the written approval of the Crown. The Lessee shall keep and maintain any approved signs, hoardings or advertising in good order and condition to the satisfaction of the Crown. On the expiry of this Lease (or its sooner determination) the Lessee shall remove all signs, hoardings and/or advertising and the Lessee shall, at its own cost, restore the Land and/or the Structures to the state in which it was prior to the same being erected or displayed

#### 16. RENEWAL OF LEASE

- 16.1 If the Lessee has given to the Crown written notice to renew this Lease at least three calendar months before the end of the Term and is not at the date of the



giving of such notice in breach of this Lease (including any maintenance obligations) then the Crown will grant a new Lease for a further term from the relevant Renewal Date as follows:

- (a) If the Renewal Date is a Market Rent Review Date and/or a CPI Annual Review Date the Annual Rent shall be agreed upon or failing agreement shall be determined in accordance with clause 6 and/or 7 but such Annual Rent shall not be less than the rent payable by the Lessee during the period of 12 months immediately prior to the relevant Market Rent Review Date.
- (b) Subject to paragraph (a) above, the new lease shall be upon and subject to the covenants and agreements herein expressed and implied.
- (c) The annual rent shall be subject to review during the term of the new lease on the Rent Review Dates or if no dates are specified then after the lapse of the equivalent periods of time as are provided herein for rent reviews.
- (d) As a condition of granting the new lease the Crown shall be entitled to have the new lease guaranteed by any Guarantor who has guaranteed this Lease on behalf of the Lessee who has given notice.

16.2 Pending the determination of the rent, the Lessee shall pay an interim rent that is halfway between the new rents proposed by the parties (but which shall not be less than the annual rent payable by the Lessee during the period of 12 months immediately prior to the relevant Rent Review Date).

#### 17. LESSEE ACKNOWLEDGEMENTS

- 17.1 The Lessee acknowledges that the grant of this Lease is subject to Part IVA of the Conservation Act 1987.
- 17.2 The Lessee acknowledges that the Land and surrounding land may be prone to periodic flooding.
- 17.3 The Lessee acknowledges that the Lessee shall have no right of acquiring the fee simple of the Land.
- 17.4 The Lessee acknowledges that the Crown has not given the Lessee any warranties as to the suitability of the Land for the Lessee's intended purposes pursuant to this Lease.

#### 18. COSTS

- 18.1 The Lessee shall pay the costs of the Crown in respect of the preparation and execution of this Lease (and any variation of the same). If at any time during the Term the Crown incur legal (as between solicitor and client) or other costs or expenses because of any default of the Lessee (including any costs incurred

by the Crown in remedying any breach by the Lessee) then the Lessee shall, upon demand, pay the Crown's costs in that respect.

- 18.2 The Lessee shall also pay all reasonable costs, charges and expenses incurred by the Crown, or the Crown's agents in relation to the approvals and monitoring required to be undertaken by the Crown pursuant to this Lease.

**19. CROWN'S LIABILITY EXCLUDED**

- 19.1 Under no circumstances will the Lessee seek to claim against the Crown in contract, tort, or otherwise for any expense, costs, loss, injury, or damage whether consequential or otherwise, arising directly or indirectly from this Lease or any activity undertaken by the Crown on the Land, whether the expense, cost, loss, injury or damage is the direct or indirect result of negligence or otherwise.

**20. TERMINATION – FORFEITURE**

20.1 If the Lessee:

- (a) abandons the Land; or
- (b) cannot be found; or
- (c) becomes bankrupt (or being a company is dissolved, placed in liquidation, has a receiver appointed) or enters into any composition with or assignment for the benefit of its creditors; or
- (d) neglects, fails or refuses to fully comply with or observe any of the terms, conditions or restrictions expressed or implied in this lease to the satisfaction of the Crown; or
- (e) makes default for 2 months in the payment of the annual rent or any other payment due to the Crown under this Lease (whether such amounts are lawfully demanded or not), then the Crown may, without discharging or releasing the Lessee from liability for any annual rent or other amount due or accruing under this Lease and without discharging or releasing the Lessee from liability for any prior breach of any covenant or condition of this Lease, declare the Lease to be forfeited by termination in accordance with clause 20.2.

20.2 The Crown may terminate the rights created by this Lease if the Lessee breaches any of the terms of this Lease (under clause 20.1 or otherwise) and the breach remains unrectified following written notice to the Lessee specifying the breach and seeking rectification within 30 days or such other time provided the parties agree.

20.3 If the breach remains unrectified (or is unable to be rectified) then termination must be by written notice from the Crown.

20.4 Upon termination (for whatever reason) of the grant of Lease evidenced by this Lease all rights of the Lessee shall immediately cease but the Lessee shall not be released from any liability to pay consideration or other moneys up to the date of

termination, **AND** the Lessee shall at its cost decommission and remove all improvements in accordance with clause 9.

#### 21. GENERAL

- 21.1 No exercise or failure to exercise or delay in exercising any right or remedy by the Crown shall constitute a waiver by the Crown of that or any other right or remedy available to it.
- 21.2 The parties must each sign, execute, procure and do all such further documents, matters, resolutions and things as may be necessary or desirable to give effect to this Lease.
- 21.3 The rights and obligations of the parties under this Lease intended to survive the expiry or sooner determination of this Lease shall continue notwithstanding the expiry or sooner determination of this Lease.
- 21.4 The Lessee shall not at any time lodge a caveat against any title to the Land.

#### 22. SURRENDER OF LEASE BY LESSEE

- 22.1 Subject to s145 of the Act as to the Lease, if the Lessee wishes to surrender this Lease during the term such surrender may be accepted by the Crown on such conditions, at their sole discretion and as they deem appropriate, including a condition that the Lessee shall bear and pay any rates payable under the Lease from the date of acceptance of the surrender until the date at which the Lease would have expired.

#### 23. DISPUTES

- 23.1 If a dispute arises between the Crown and the Lessee under this Lease the parties shall enter into negotiations within 20 working days of notice of the dispute from one party to the other and in good faith to resolve the dispute. If the dispute is not resolved within one month of the date on which the parties begin their negotiations or within such time as both parties agree, either party may refer the dispute to arbitration by a single arbitrator pursuant to the Arbitration Act 1996. The arbitrator shall be agreed between the parties or failing agreement, appointed by the President of the New Zealand Law Society. The parties agree to co-operate fully in the arbitration and agree that the arbitrator's award shall be final and binding.
- 23.2 If a dispute between the Lessee and the Crown is not resolved in accordance with clause 22.1 above then, with regard to the Lease, sections 17 and 18 of the Act shall apply.

**24. HOLDING OVER**

24.1 If the Crown permit the Lessee to remain in occupation of the Land after the expiration or sooner determination of the term such occupation shall be a monthly tenancy terminable by one month's written notice, which may be given at any time, at the rent then payable and otherwise on the same terms and conditions as set out in this Lease (as far as they are applicable to a monthly tenancy) **PROVIDED THAT** no period of holding over shall, when added to the Term, exceed 33 years.

**25. NOTICES**

25.1 Subject to section 91 of the Act, any notice given pursuant to this Lease will be deemed to be validly given if personally delivered, posted, or forwarded by facsimile transmission to the addresses set out in the First Schedule or to any other address that a party may designate by written notice to the other.

25.2 Any notice given pursuant to this Lease by the Crown will only be valid if signed by an authorised representative of the Crown.

25.3 Any notice given pursuant to this Lease will be deemed to be validly given:

- (a) in the case of delivery, when received;
- (b) in the case of facsimile transmission, when sent (which must be evidenced by production of a facsimile transmission slip showing successful transmission); and
- (c) in the case of posting, on the fourth working day following the date of posting;

provided that any notice personally delivered or sent by facsimile on a day which is not a working day, will be deemed to have been received on the next working day.

**26. SEVERABILITY**

26.1 If any part of this Lease is held by any court or administration body of competent jurisdiction to be illegal, void, or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Lease which shall remain in full force.

**27. GUARANTEE**

27.1 In consideration of the Crown entering into this Lease at the Guarantor's request the Guarantor:

- (a) Guarantees the payment of the rent and the performance by the Lessee of the covenants in this Lease; and

- (b) Indemnifies the the Crown against any loss that either of them might suffer should this Lease be lawfully disclaimed or abandoned by any liquidator, receiver or other person;

Subject at all times to clause 27.3.

27.2 Subject to clause 27.3, the Guarantor covenants with the Crown that:


- (a) No release, delay or other indulgence given by the Crown to the Lessee or to the Lessee's successors or assigns or any other thing whereby the Guarantor would have been released had the Guarantor been merely a surety shall release, prejudice or affect the liability of the Guarantor as a guarantor or as an indemnifier.
- (b) As between the Guarantor and the Crown, the Guarantor may for all purposes be treated as the Lessee and the Crown shall be under no obligation to take proceedings against the Lessee before taking proceedings against the Guarantor.
- (c) The Guarantee is for the benefit of and may be enforced by any person entitled for the time being to receive the rent.
- (d) An assignment of this Lease and any rent review in accordance with this Lease shall not release the Guarantor from liability.
- (e) Should there be more than one Guarantor their liability under this Guarantee shall be joint and several.
- (f) This Guarantee shall extend to any holding over by the Lessee.

27.3 Where the Guarantor is Iraj Barabi (the original guarantor under this Lease) the following provisions shall apply, notwithstanding any other clause of this Lease:

- (a) The liability of Iraj Barabi as Guarantor shall at all times be limited absolutely to the greater of \$500,000.00 or an amount equivalent to the amount of the Bond as determined pursuant to clause 16.5 of the QLDC Agreement or the amount of the reassessed Bond in accordance with clause 11.5 of Schedule 5 of the QLDC Lease (whichever of those is the greater); and
- (b) Upon assignment of this Lease by the Tenant in accordance with the terms of this Lease including consent by the Lessor, the liability of Iraj Barabi shall be released absolutely (except where such liability arises in respect of any matter that occurred prior to the assignment).

EXECUTION

SIGNED for and on behalf of  
HER MAJESTY THE QUEEN  
by ~~TERRELL COON~~ SHEPHERD pursuant to a  
delegated authority in the presence of:

  
\_\_\_\_\_  
DEPUTY CHIEF EXECUTIVE  
CROWN PROPERTY

Witness signature: *Diane Carzwell*  
Witness name: Diane Carzwell  
Occupation: Senior Portfolio Manager  
Address: Crown Property  
Land Information New Zealand  
Wellington

SIGNED for and on behalf of  
LAKES MARINA PROJECTS LIMITED  
as Lessee in the presence of:

\_\_\_\_\_  
Director

Witness signature:  
Witness name:  
Occupation:  
Address:

\_\_\_\_\_  
Director

SIGNED by IRAJ BARABI  
as Guarantor  
in the presence of:

Witness signature:  
Witness name:  
Occupation:  
Address:

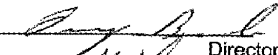

\_\_\_\_\_

**EXECUTION**

**SIGNED** for and on behalf of  
**HER MAJESTY THE QUEEN**  
by \_\_\_\_\_ pursuant to a  
delegated authority in the presence of: \_\_\_\_\_

Witness signature:  
Witness name:  
Occupation:  
Address:

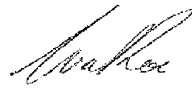
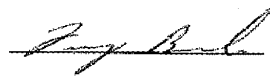
**SIGNED** for and on behalf of  
**LAKES MARINA PROJECTS LIMITED**  
as Lessee in the presence of:

  
\_\_\_\_\_  
Director  
  
\_\_\_\_\_  
Director

Witness signature:  
Witness name:  
Occupation:  
Address:

**SIGNED** by **IRAJ BARABI**  
as Guarantor  
in the presence of:

Witness signature:  
Witness name:  
Occupation:  
Address:

  
  
Eva Christine Roe  
Solicitor  
Queenstown

## FIRST SCHEDULE

<b>Annual Rent</b>	Means the Marina Stage 1 Annual Rent and, if applicable, the Marina Stage 2 Annual Rent.
<b>Berth Sites :</b>	187 Berth Sites are those identified on the plan in Schedule 3
<b>Building Consent</b>	Means any consent that is required to construct the Structures on the Land issued, or to be issued, by the Queenstown Lakes District Council.
<b>Business Activity:</b>	The business activity to be conducted on the Land is that of a commercial marina as detailed in RM 140061.
<b>Commencement Date:</b>	Shall be the later of: a) The date this Lease is executed by both parties; and b) The date that the Queenstown Lakes District Council has confirmed in writing that the Lessee can commence works on the Land pursuant to RM 140061.
<b>CPI Rent Review Dates</b>	Every second anniversary of the Marina Stage 1 Annual Rent and Marina Stage 2 Annual Rent commencement dates (respectively) throughout the duration of the Term.
<b>Crown's address:</b>	Land Information New Zealand Crown Property Level 7, Radio New Zealand House 155 The Terrace



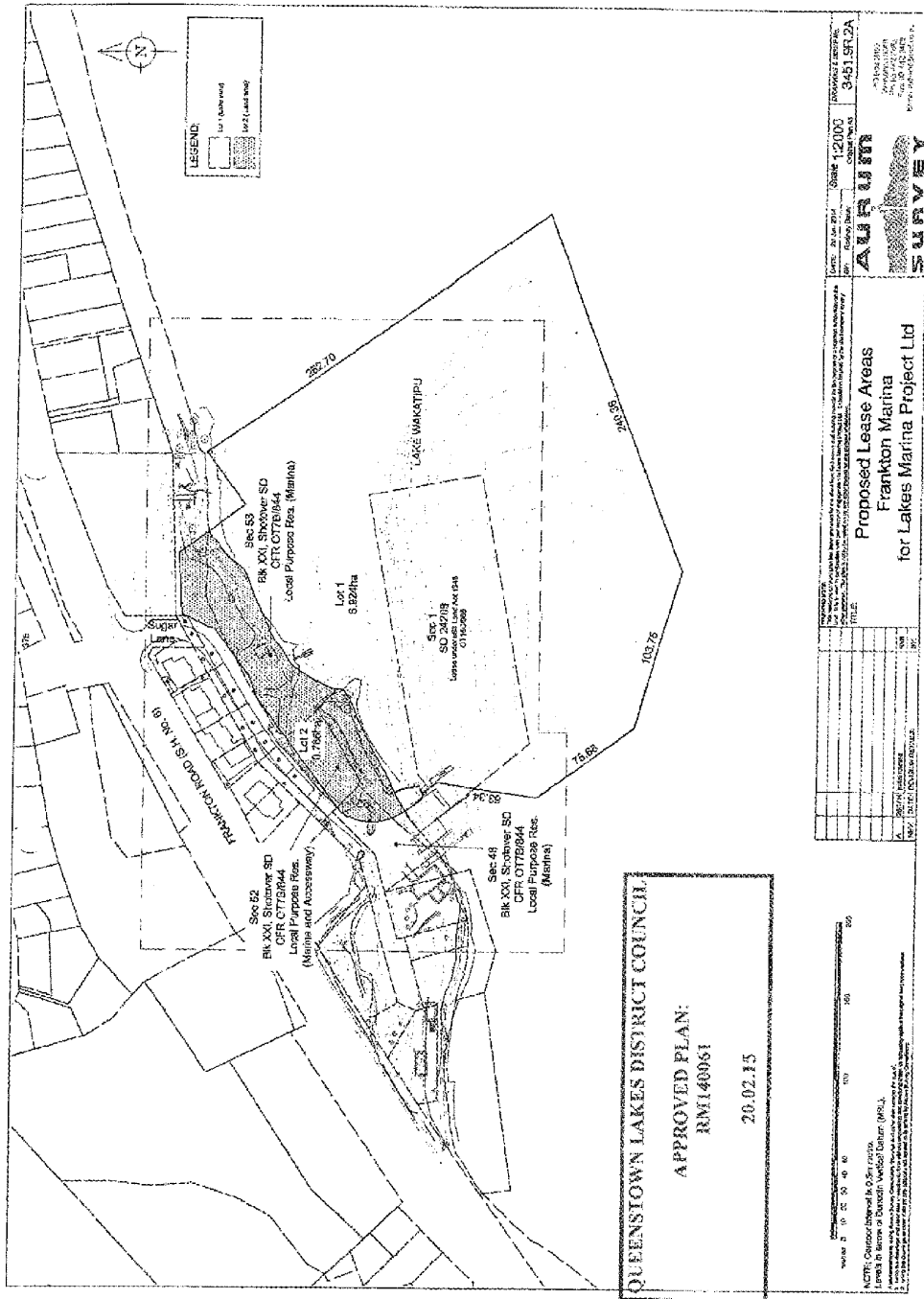
	PO Box 5501 <b>WELLINGTON 6145</b>
<b>Floating Shed sites</b>	The 17 Floating Shed sites identified on the plan in Schedule 3
<b>Guarantor's Address</b>	Iraj Barabl, 4 Margaret Lane, Danville CA 94526, United States of America
<b>Initial Annual Rent:</b>	\$5,500.00 per annum plus GST being for the construction period, which shall be paid in one sum in advance on the Commencement Date and on each and every anniversary date of the Commencement Date until the payment of the Marina Stage 1 Annual Rent is due.
<b>Land:</b>	Means that part of the Crown's land occupied by the Marina which comprises approximately 6.924 hectares more or less of land described as that part of the bed of Lake Wakatipu and Section 1 SO 24208 (to be contained in Lot 1, as noted on the plan in Schedule 2, upon the completion of survey) and as outlined in red on the plan attached in Schedule 2 within which the Lessee may exercise the rights granted by this Lease. .
<b>Lessee's address:</b>	Lakes Marina Projects Limited C/- The Business Advisory Group Level 13, 34 Shortland Street AUCKLAND 1010
<b>Marina Stage 1 Annual Rent</b>	\$8,750.00 per annum plus GST paid in one sum on the date (Stage 1 Commencement Date) the Lessee confirms that Marina Stage 1 is complete and it has complied with all Consents and permits required to enable the Lessee to commence use of Marina Stage 1, and yearly thereafter on the

	Stage 1 Commencement Date.
<b>Marina Stage 2 Annual Rent</b>	An additional sum of \$4,500 per annum plus GST (subject to the below apportionment) paid in one sum of the date the Lessee confirms that Marina Stage 2 is complete and it has complied with all Consents and permits required to enable the Lessee to commence use of Marina Stage 2, such annual amount to be apportioned from that date until the next anniversary of the Stage 1 Commencement Date) and yearly thereafter on the anniversary of the Stage 1 Commencement Date.
<b>Market Rent Review Dates:</b>	On every 10 <sup>th</sup> anniversary of the date of the completion of Marina Stage 1 and Marina Stage 2 (respectively) throughout the duration of the Term.
<b>Renewal Dates:</b>	32 years and 364 days from the Commencement Date
<b>Rent Payment Dates:</b>	<p>a) The Initial Annual Rent payment date shall be the Commencement Date and on every anniversary of the Commencement Date until the Lessor has received notice in writing that the Marina Stage 1 is complete. On the due date of Marina Stage 1 Annual Rent, the Lessee shall pay the Crown an apportionment of the initial Annual Rent, calculated on a daily rate, from the date of the last Rent Payment Date to the date the Marina Stage 1 Annual Rent is due.</p> <p>b) The Marina Stage 1 Rent payment date shall be the Stage 1 Commencement Date and on every anniversary of this date for the duration of the Term.</p> <p>c) The Marina Stage 2 Rent payment date shall be the date that the Lessee notifies that Lessor that Marina Stage 2 is complete and on every</p>

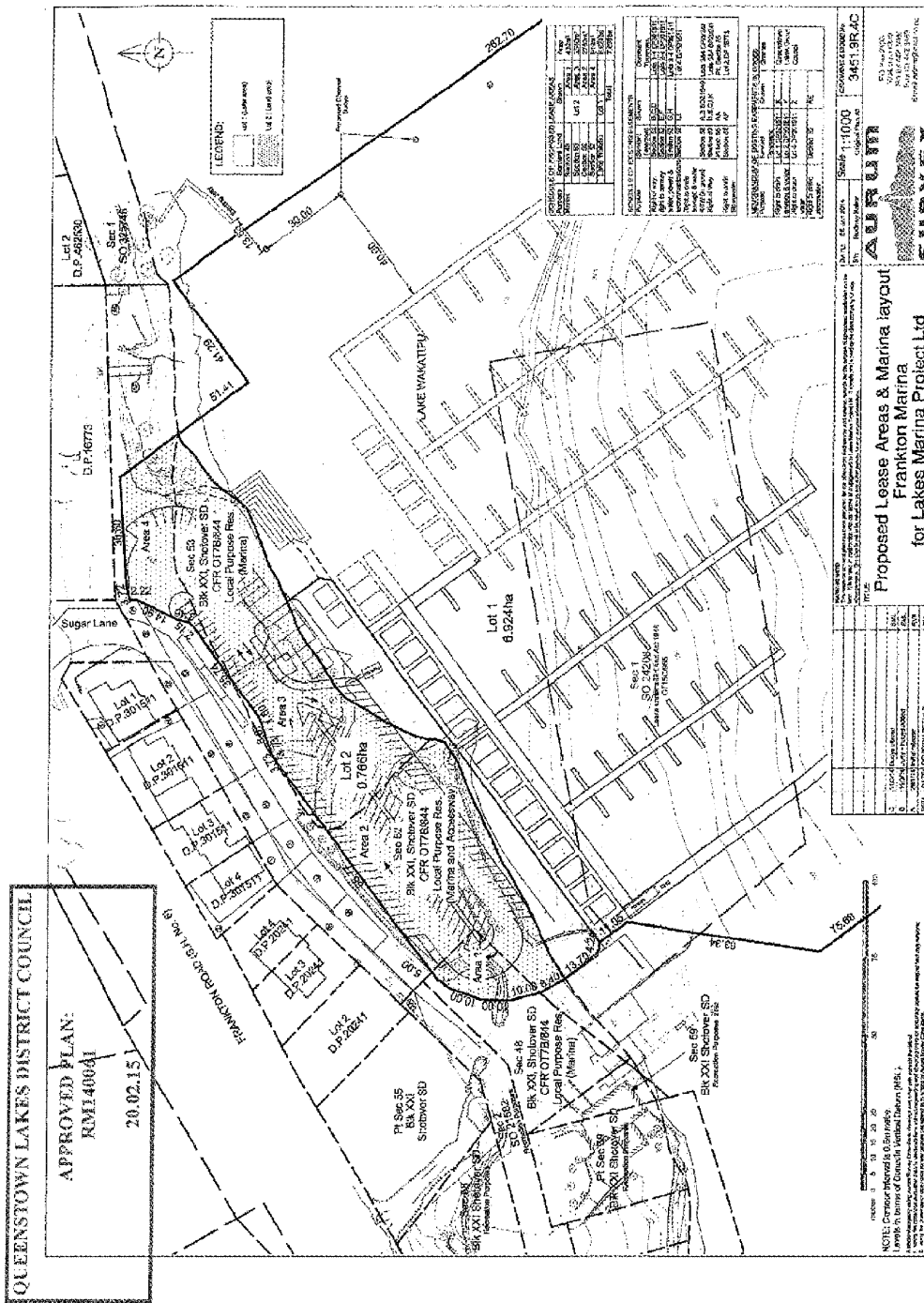
	anniversary of this date for the duration of the Term. On the Marina Stage 2 Rent payment date the Lessee shall pay the Crown an apportionment of the Marina Stage 2 Annual Rent, calculated on a daily rate from the Marina Stage 2 payment date to the date of the next anniversary of the Stage 1 Commencement Date. Thereafter the Lessee will pay to the Crown the full annual payments for both the Marina Stage 1 Annual Rent and the Marina Stage 2 Annual Rent in one sum on the anniversary of the Stage 1 Commencement Date.
<b>Resource Consents:</b>	The Resource Consent RM 140061 for the Structures and the Business Activity issued by the Queenstown Lakes District Council on 20 February 2015 and the Resource Consent RM 14.026.01, 14.026.02, 14.026.03 issued by the Otago Regional Council and any other consent required under the Resource Management Act 1991.
<b>Rights of Renewal:</b>	1 right of renewal of 16 years and 6 months.
<b>Structures:</b>	Means the structures, permitted pursuant to RM 140061, to be constructed on the Land in accordance with the Resource Consent and any Building Consent and shown, for illustrative purposes only, outlined in black on the Plan in Schedule 3.
<b>Term:</b>	33 years.

**SECOND SCHEDULE**

(The Plan)



**THIRD SCHEDULE**  
**(The Berth and Floating Shed Plans)**





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



R.W. Muir  
Registrar-General  
of Land

**Identifier** **OT7B/844**  
**Land Registration District** **Otago**  
**Date Issued** 01 February 1978

**Estate** Fee Simple  
**Area** 1.3569 hectares more or less  
**Legal Description** Section 48 Block XXI Shotover Survey  
District and Section 52 Block XXI  
Shotover Survey District and Section 53  
Block XXI Shotover Survey District  
**Purpose** Local Purpose(Marina) Reserve  
**Registered Owners**  
Queenstown-Lakes District Council

**Interests**

PURSUANT TO SECTION 100(3) OF THE RESERVES AND DOMAINS ACT 1953 THIS IS THE SOLE COPY OF THE TITLE

732751 Gazette Notice declaring that the within land shall be known as the Frankton Marina Recreation Reserve - 10.7.1989 at 9.31 am

924260.3 Transfer creating the following easements in gross - 7.2.1997 at 11.21 am

Type	Servient Tenement	Easement Area	Grantee	Statutory Restriction
Right of way	Section 48 and Section 52-53 Block XXI Shotover Survey District - herein	C SO 21649	Queenstown Lakes District Council	

924260.5 Transfer creating the following easements - 7.2.1997 at 11.21 am

Type	Servient Tenement	Easement Area	Dominant Tenement	Statutory Restriction
Right of way	Section 52 Block XXI Shotover Survey District - herein	B SO 21649	Lot 2 Deposited Plan 20241 - CT OT11C/1133	
Right of way	Section 52 Block XXI Shotover Survey District - herein	B SO 21649	Lot 3 Deposited Plan 20241 - CT OT11C/1134	
Right of way	Section 52 Block XXI Shotover Survey District - herein	B SO 21649	Lot 4 Deposited Plan 20241 - CT OT11C/1135	
Right of way	Section 52 Block XXI Shotover Survey District - herein	B SO 21649	Part Section 55 Block XXI Shotover Survey District - CT OT11C/1136	



Subject to rights of way marked C, F, H, J, L & M on DP 301511 created by Transfer 5067149.3 - 3.8.2001 at 9:07 am

Subject to a right of way, right to convey water, power and telecommunications and right to drain sewage and water over part marked B, C, D, E, F, G, H, I & J on DP 301511 created by Transfer 5073392.2 - 20.8.2001 at 9:33 am

The easements created by Transfer 5073392.2 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right of way, convey water, power and telecommunications and drain sewage and water over part marked B, C, D, E, F on DP 301511 created by Transfer 5229864.4 - 23.5.2002 at 10:42 am

The easements created by Transfer 5229864.4 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right of way, right to convey water, power and telecommunications and right to drain sewage and water over part Section 52 marked B, C, D on DP 301511 created by Transfer 5323840.4 - 26.8.2002 at 9:00 am

The easements created by Transfer 5323840.4 are subject to Section 243 (a) Resource Management Act 1991

5624935.1 SUBJECT TO PART 9 OF THE NGAI TAHU CLAIMS SETTLEMENT ACT 1998 (WHICH PROVIDES FOR CERTAIN DISPOSALS RELATING TO THE LAND TO WHICH THIS CERTIFICATE OF TITLE RELATES TO BE OFFERED FOR PURCHASE OR LEASE TO TE RUNANGA O NGAI TAHU IN CERTAIN CIRCUMSTANCES) - 17.6.2003 at 9:00 am

Subject to a right (in gross) to drain stormwater over part Section 52 Blk XXI Shotover SD marked E on DP 412058 in favour of Queenstown Lakes District Council created by Easement Instrument 8007055.5 - 25.11.2008 at 9:00 am

Subject to a right to drain stormwater over part Section 52 Blk XXI Shotover SD marked F on DP 412058 created by Easement Instrument 8007055.6 - 25.11.2008 at 9:00 am

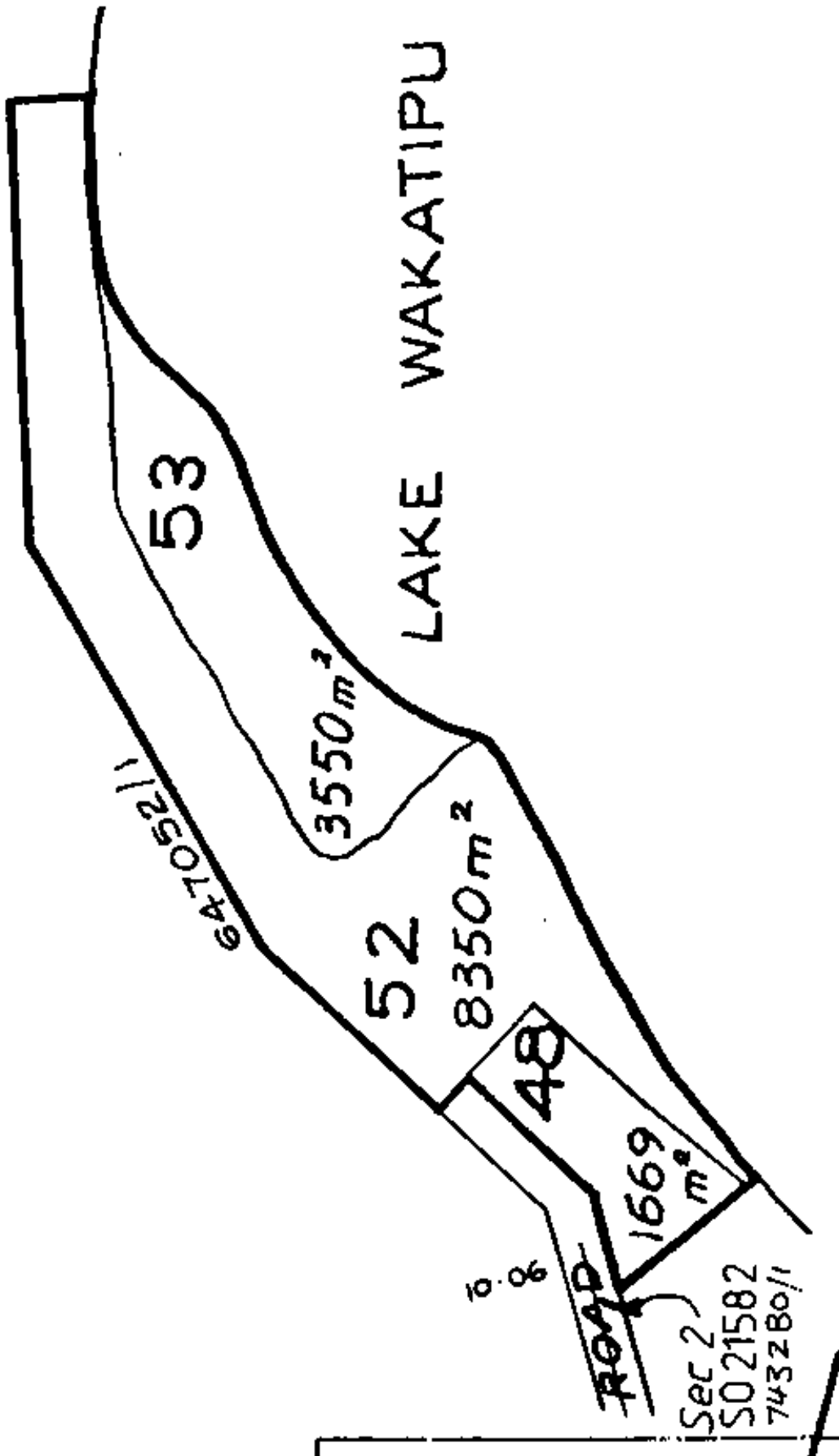
11212972.2 Lease of Area 1-4, 6 Deposited Plan 583867 Term 30 Years 22 Days commencing 4.6.2021 (Right of renewal) Record of Title 1096479 issued. - 17.2.2023 at 2:29 pm

Subject to a right (in gross) to a gas easement over part Section 52 Block XXI Shotover Survey District marked A on DP 583867 in favour of Rockgas Limited created by Easement Instrument 11212972.4 - 17.2.2023 at 2:29 pm

Subject to a right (in gross) to convey electricity over part Section 52 Block XXI Shotover Survey District marked A on DP 583867 in favour of Aurora Energy Limited created by Easement Instrument 11212972.6 - 17.2.2023 at 2:29 pm

Subject to the Reserves Act 1977

12948697.2 Gazette Notice (2012/4423) changing the classification of sections 48 and 52 Block XXI Shotover Survey District to local purpose(marina and accessway) reserve- 27.2.2024 at 11:00 am





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



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** **1096479**  
**Land Registration District** **Otago**  
**Date Registered** 17 February 2023 02:29 pm

**Prior References**  
OT7B/844

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<b>Estate</b>	Leasehold	<b>Instrument</b>	L 11212972.2
<b>Area</b>	7924 square metres more or less	<b>Term</b>	30 Years 22 Days commencing 4.6.2021 (right of renewal)

**Legal Description** Area 1-4, 6 Deposited Plan 583867

**Registered Owners**

Lakes Marina Projects Limited

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**Interests**

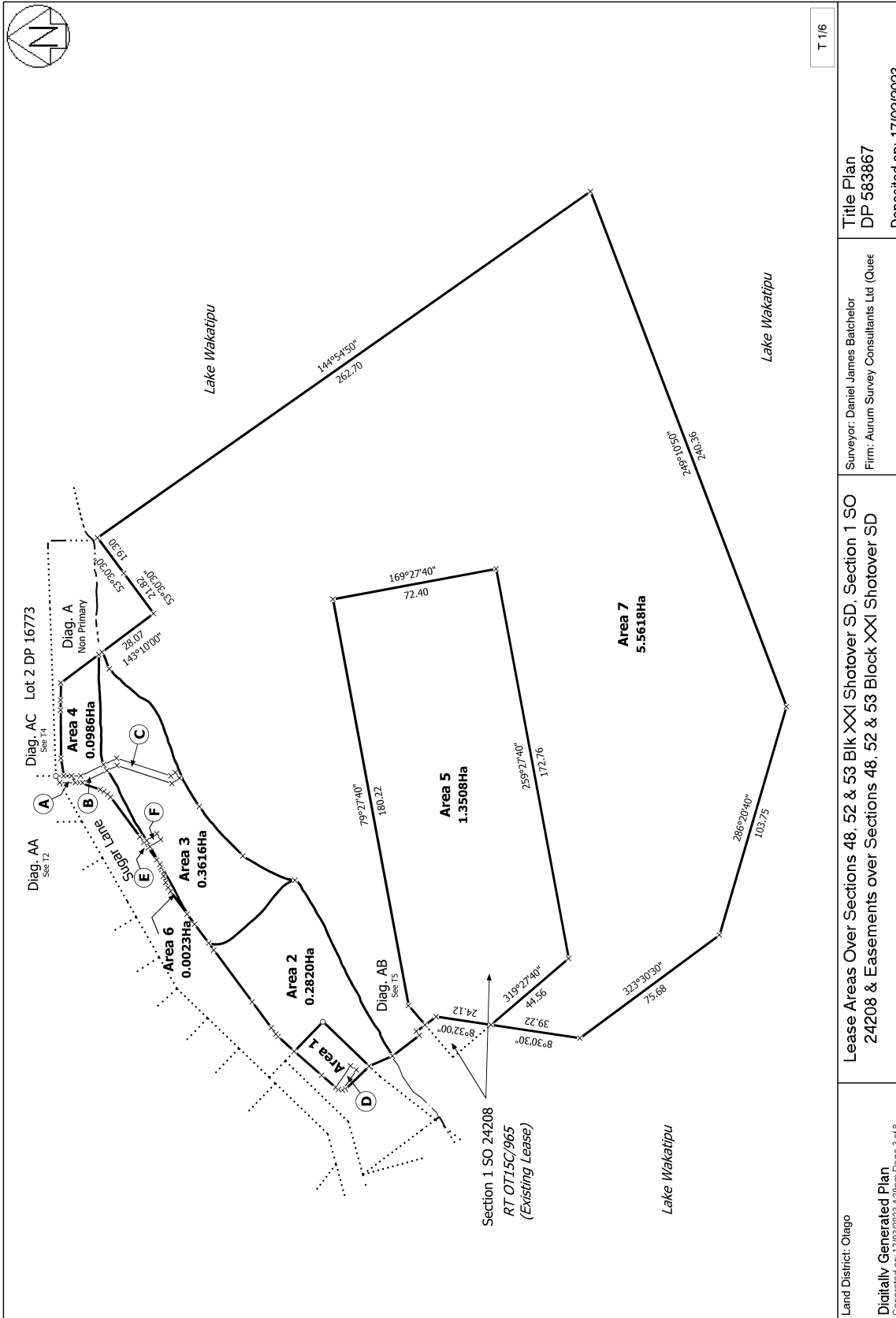
Subject to a right (in gross) to a gas easement over part Area 3 DP 583867 marked C and over part Area 4 DP 583867 marked B all on DP 583867 in favour of Rockgas Limited created by Easement Instrument 11212972.3 - 17.2.2023 at 2:29 pm

The easements created by Easement Instrument 11212972.3 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right (in gross) to convey electricity over part Area 3 DP 583867 marked C and over part Area 4 DP 583867 marked B all on DP 583867 in favour of Aurora Energy Limited created by Easement Instrument 11212972.5 - 17.2.2023 at 2:29 pm

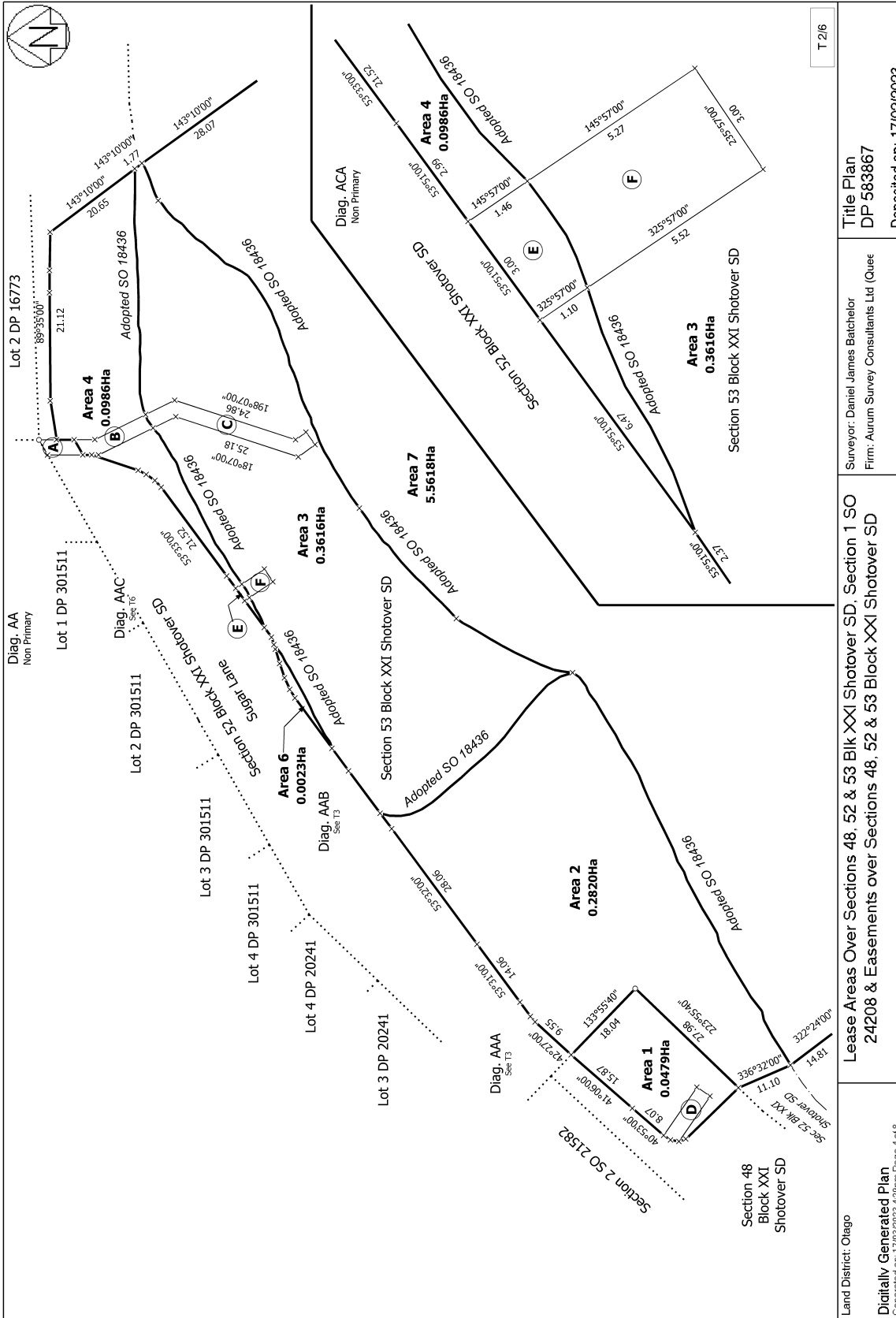
The easements created by Easement Instrument 11212972.5 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant (in gross) in favour of Queenstown Lakes District Council created by Covenant Instrument 11212972.7 - 17.2.2023 at 2:29 pm



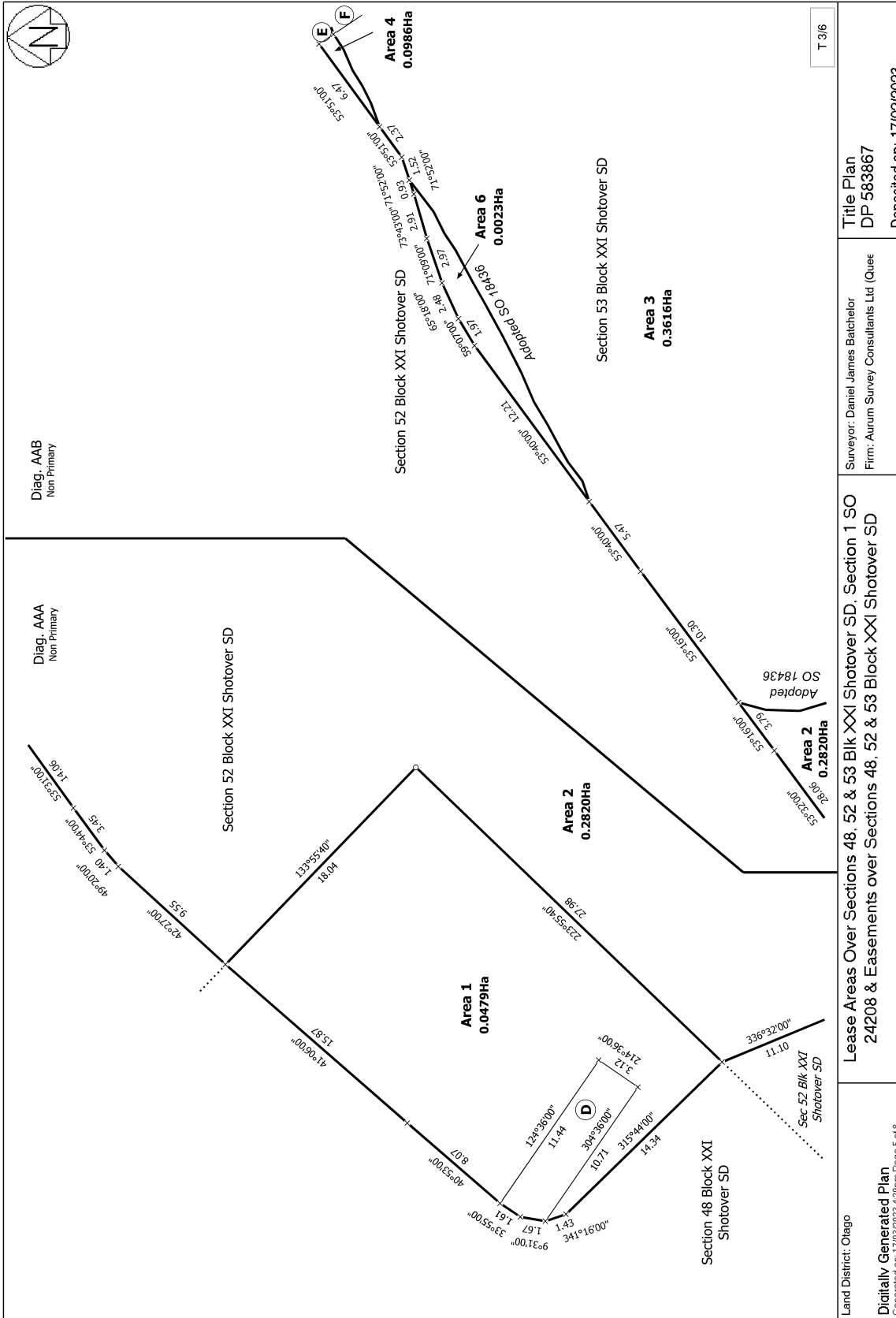
T 1/6

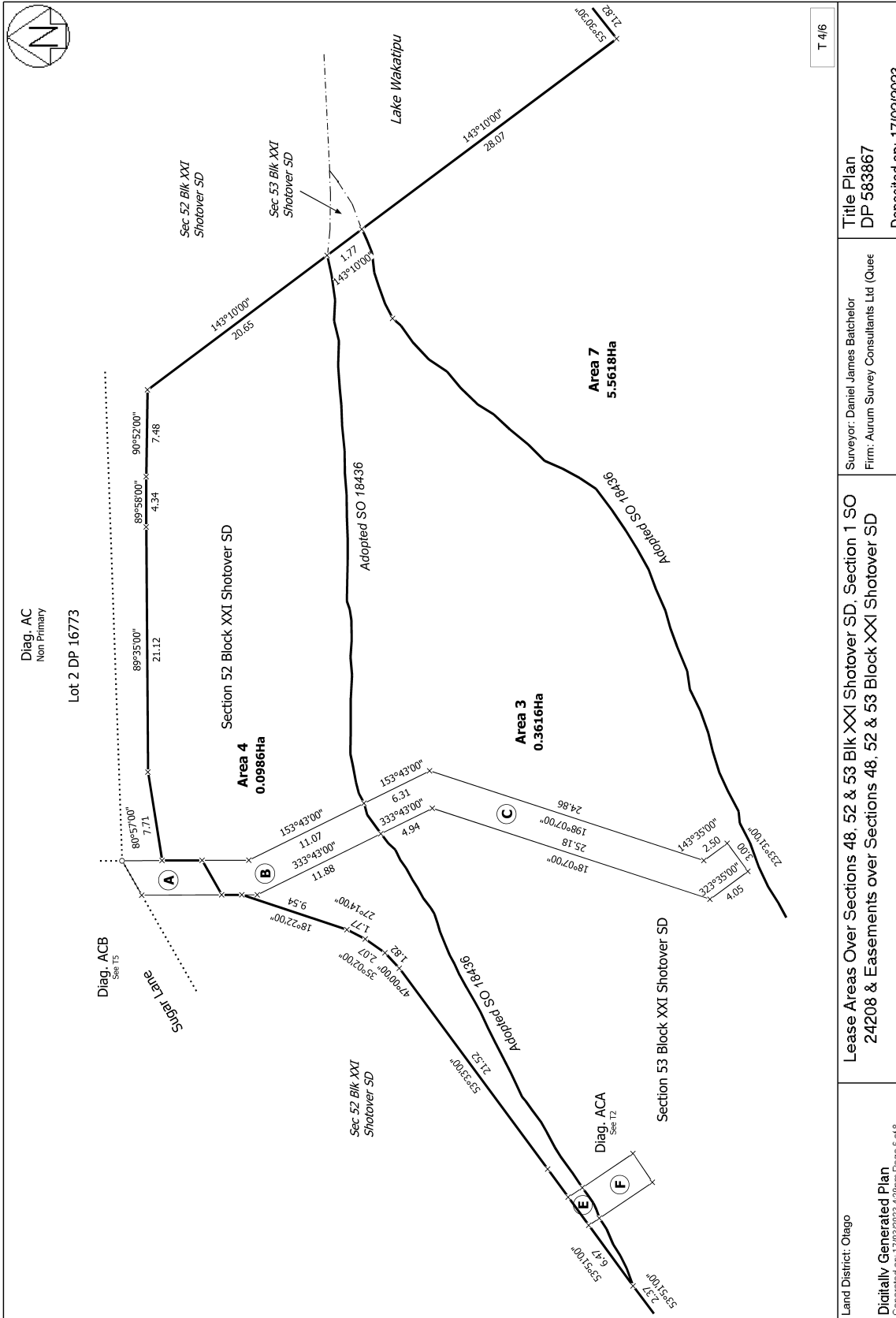
Land District: Otago	Lease Areas Over Sections 48, 52 & 53 Blk XXI Shotover SD, Section 1 SO 24208 & Easements over Sections 48, 52 & 53 Block XXI Shotover SD	Title Plan DP 583867
Digitally Generated Plan Generated on: 17/02/2023 4:28pm Page 3 of 6	Surveyor: Daniel James Batchelor Firm: Aurum Survey Consultants Ltd (Quee	Deposited on: 17/02/2023



T 2/6

<p>Land District: Otago</p> <p>Digitally Generated Plan</p> <p>Generated on: 17/02/2023 4:28pm   Page 4 of 6</p>	<p>Lease Areas Over Sections 48, 52 &amp; 53 Blk XXI Shotover SD, Section 1 SO 24208 &amp; Easements over Sections 48, 52 &amp; 53 Block XXI Shotover SD</p>	<p>Surveyor: Daniel James Batchelor</p> <p>Firm: Aurum Survey Consultants Ltd (Quee</p>
<p>Title Plan</p> <p>DP 583867</p> <p>Deposited on: 17/02/2023</p>		





T 4/6

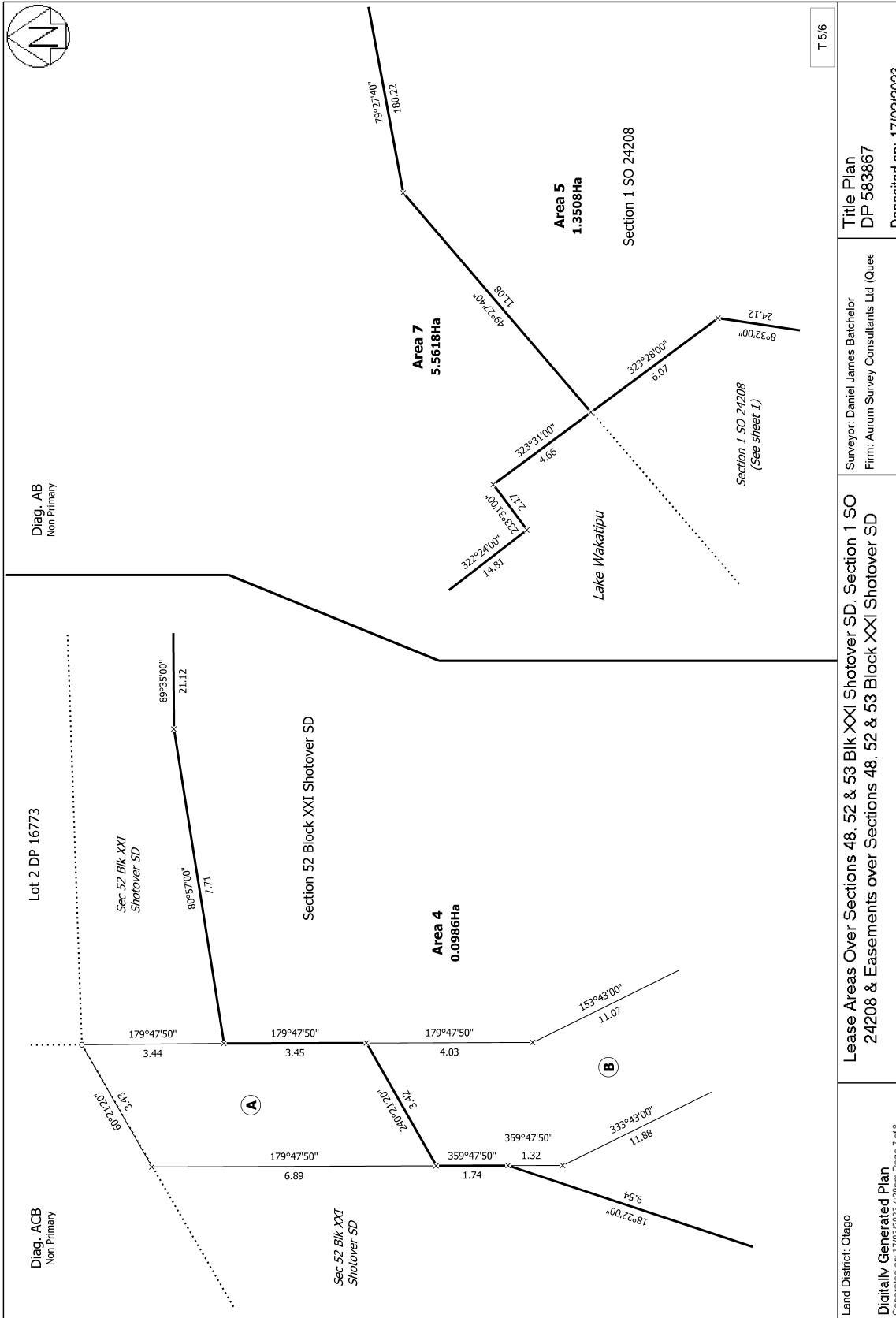
Title Plan  
DP 583867

Surveyor: Daniel James Batchelor  
Firm: Aurum Survey Consultants Ltd (Quee

Lease Areas Over Sections 48, 52 & 53 Blk XXI Shotover SD, Section 1 SO  
24208 & Easements over Sections 48, 52 & 53 Block XXI Shotover SD

Land District: Otago  
Digitally Generated Plan  
Generated on: 17/02/2023 4:28pm | Page 6 of 6

Deposited on: 17/02/2023



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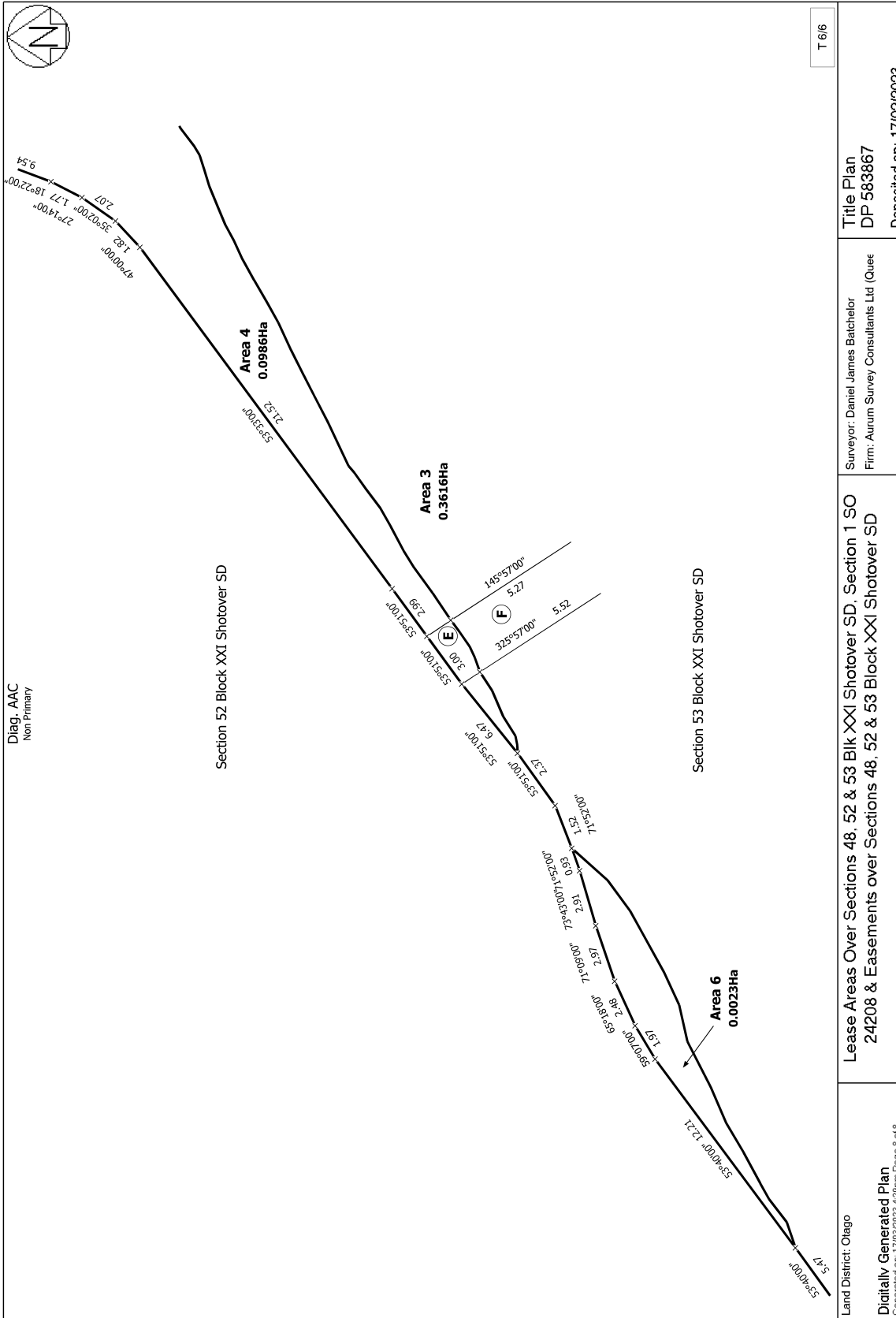
Land District: Otago  
 Digitally Generated Plan  
 Generated on: 17/02/2023 4:28pm | Page 7 of 8

Lease Areas Over Sections 48, 52 & 53 Blk XXI Shotover SD, Section 1 SO 24208 & Easements over Sections 48, 52 & 53 Block XXI Shotover SD

Surveyor: Daniel James Batchelor  
 Firm: Aurum Survey Consultants Ltd (Quee

Title Plan  
 DP 583867  
 Deposited on: 17/02/2023





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<p>Land District: Otago</p> <p>Digitally Generated Plan</p> <p>Generated on: 17/02/2023 4:28pm   Page 8 of 8</p>	<p>Surveyor: Daniel James Batchelor</p> <p>Firm: Aurum Survey Consultants Ltd (Quee</p>	<p>Title Plan</p> <p>DP 583867</p> <p>Deposited on: 17/02/2023</p>
<p>Lease Areas Over Sections 48, 52 &amp; 53 Blk XXI Shotover SD, Section 1 SO 24208 &amp; Easements over Sections 48, 52 &amp; 53 Block XXI Shotover SD</p>		

# ALUMME

A new floating Sauna  
Frankton Marina, Queenstown



Located at the end of existing Pier C in the Frankton Marina, between the existing pile structures.

The briefing components of two Sauna Rooms, a Treatment Room and changing locker facilities sit as distinct smaller forms under a hovering canopy.

The curved form of the canopy references the curvilinear form of the existing breakwater, and sweeping incline of the Bays surrounding mountain context.

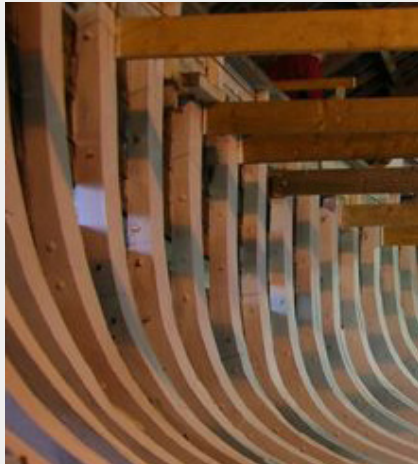
The canopy is made from expressed curved timber ribs as an abstracted reference to the underside of a wooden boat hull. Transparent roofing over the spacing of the ribs enables a feathered edge to the form and light to filter through the space. The timber slatting also references the timber internal lining of the sauna interiors.

A privacy spine storage wall to the North elevation housing lockers hovers above floor level allowing view shafts down into the water behind and up to mountains and sky above. This manages privacy from Marina, whilst enabling a degree of permeability to the building and reducing the scale from this Northern elevation.

A curved entry wall with the underside of the curved canopy invites guests in as they transition to a more intimate corridor and sauna spaces beyond. Occupants transition to the Sauna Rooms with floor to ceiling glass to views to lake and mountain views beyond. A contained plunge pool to the end offers a refreshing lake dip, where guests can alternate between sauna and cold plunge.

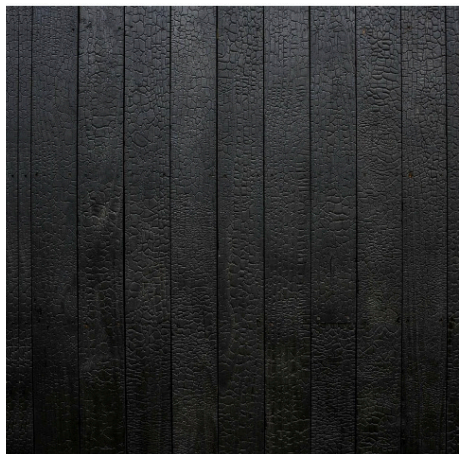
The overall form is articulated with a lot of depth and recession with dark matt timber selections that combine with the light filtering and feathering of the canopy to soften the form within both the Marina and wider context.

Low level ambient warm light to be utilised with no direct lighting source to be seen.

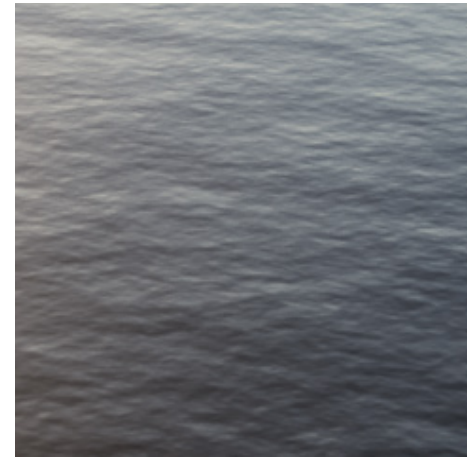


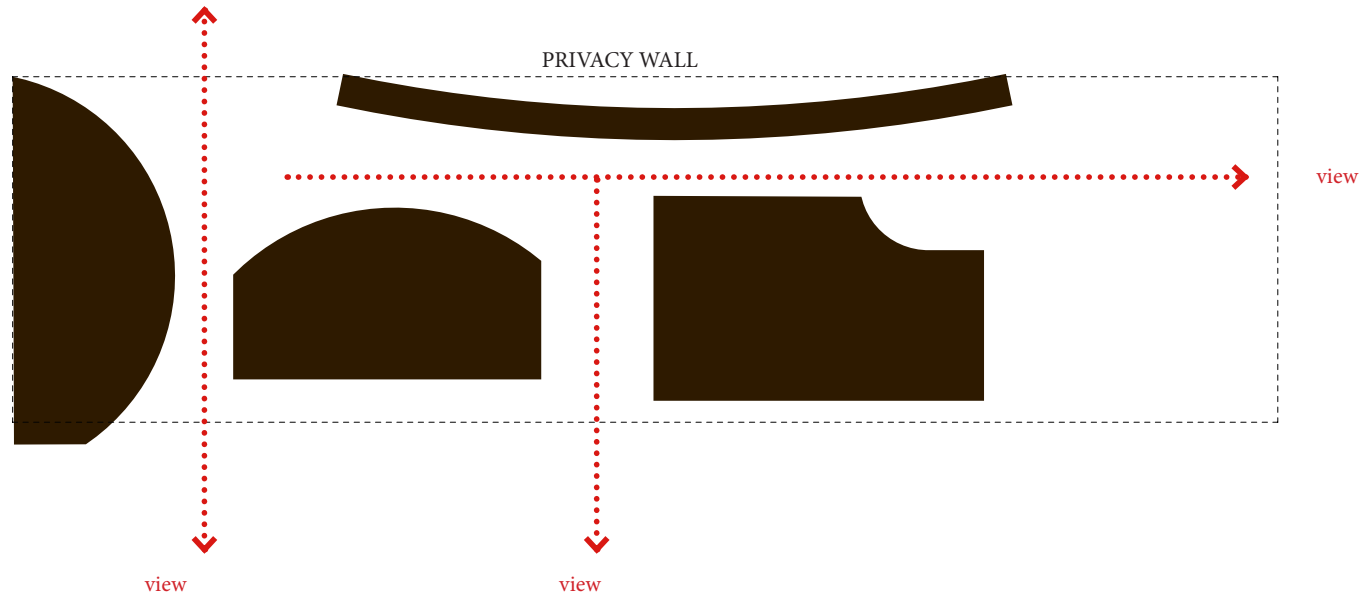


TIMBER VERTICAL SLATS WITH GLASS  
OR POLYCARBONATE ROOFING BEHIND.



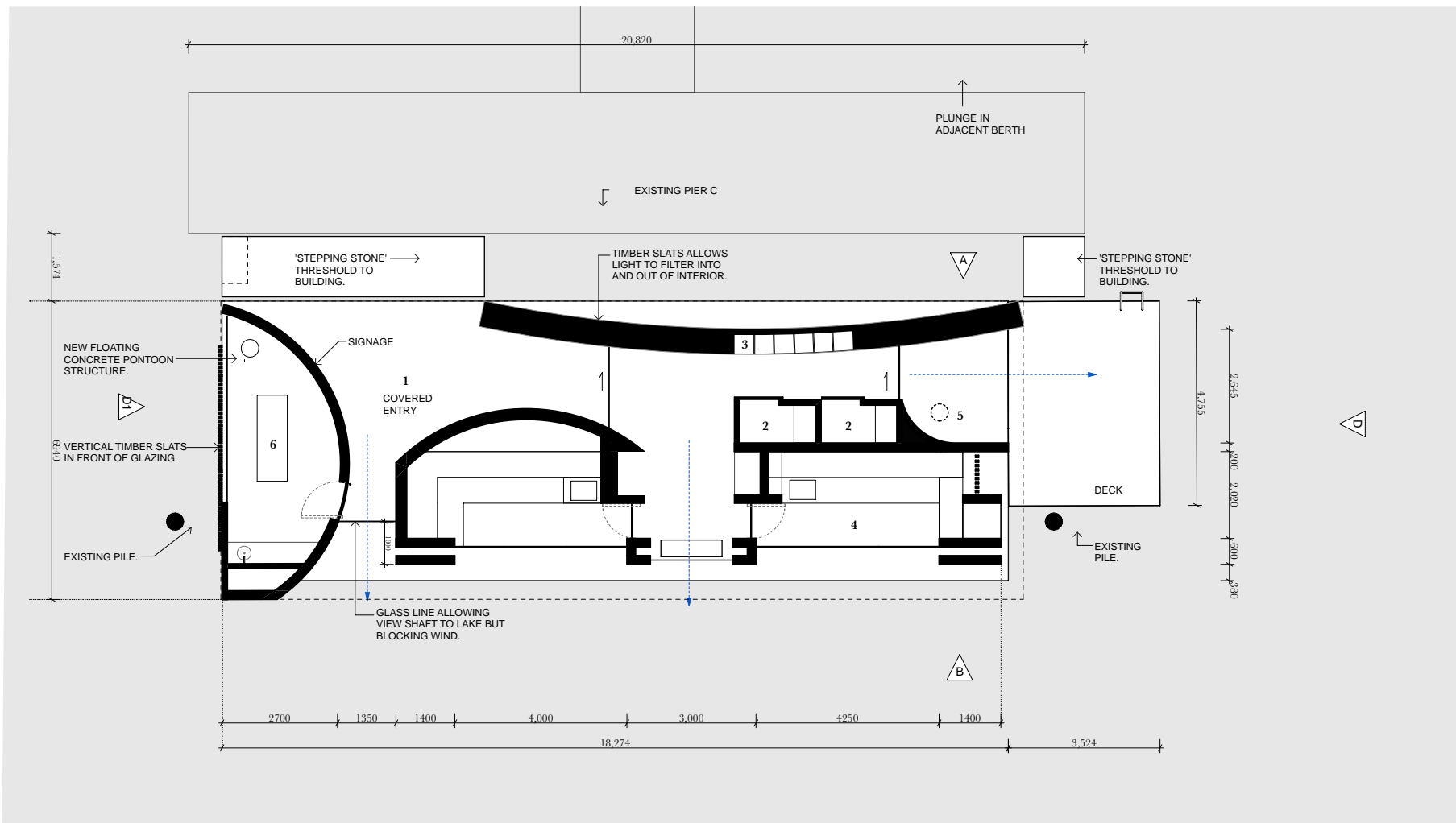
EXTERNAL TIMBER VERTICAL WEATHER  
BOARD CLADDING. JAPANESE Shou Sugi  
Ban CHARRED TIMBER CLADDING.





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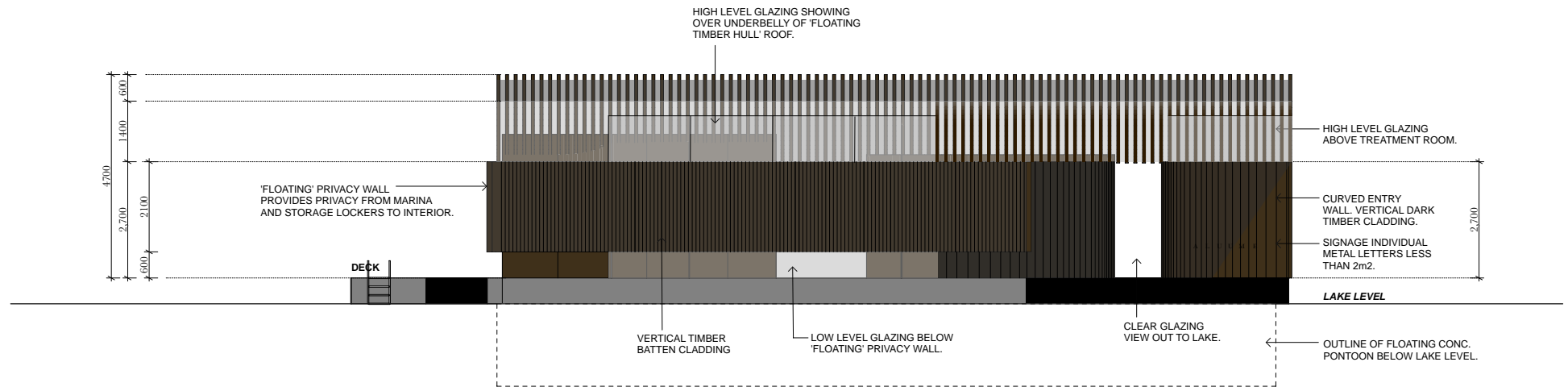


- 1 COVERED ENTRY
- 2 CHANGING
- 3 LOCKERS
- 4 SAUNA
- 5 OUTDOOR SHOWER
- 6 TREATMENT ROOM (STAFF)

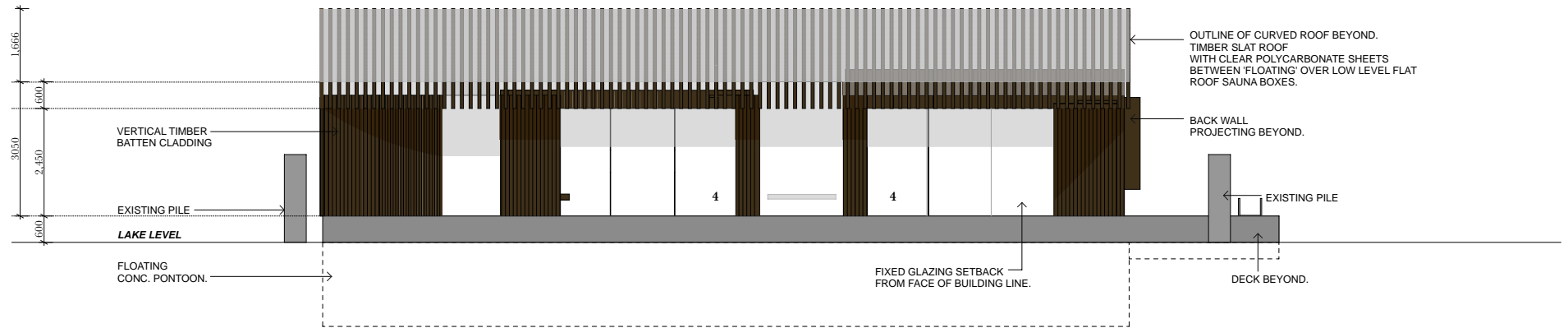
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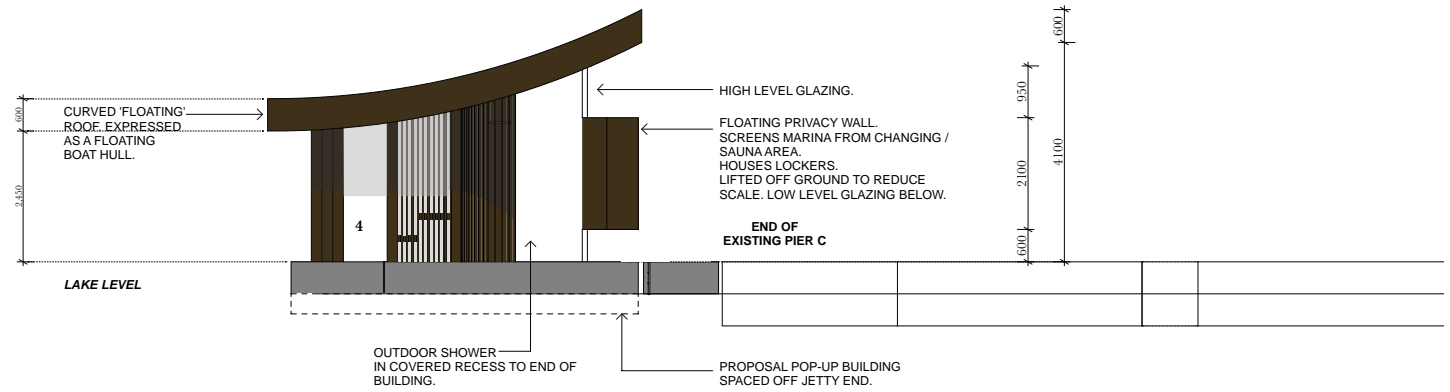




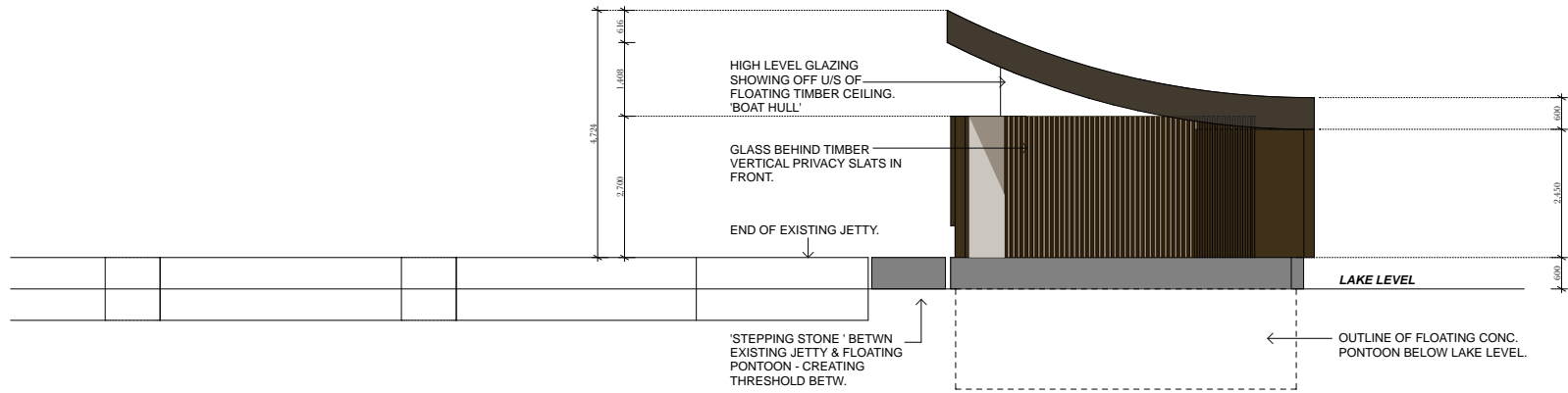


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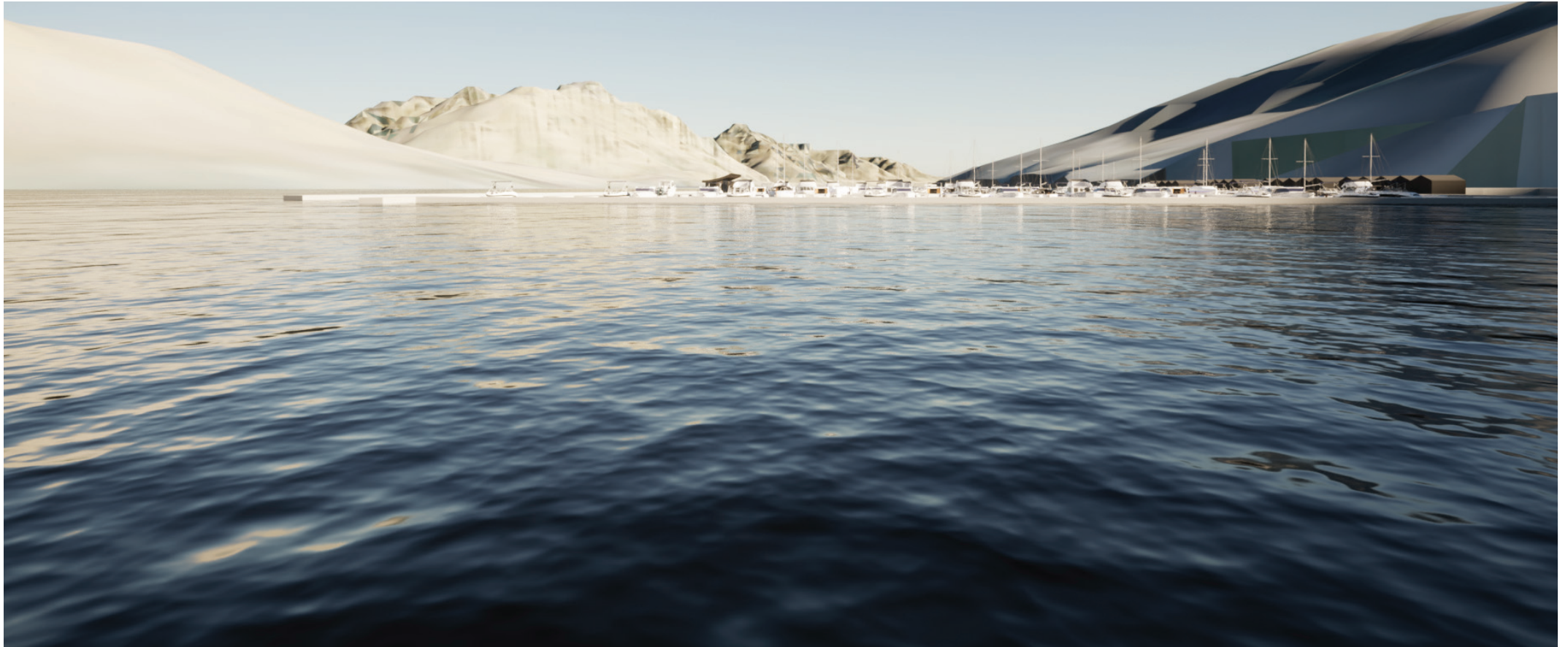




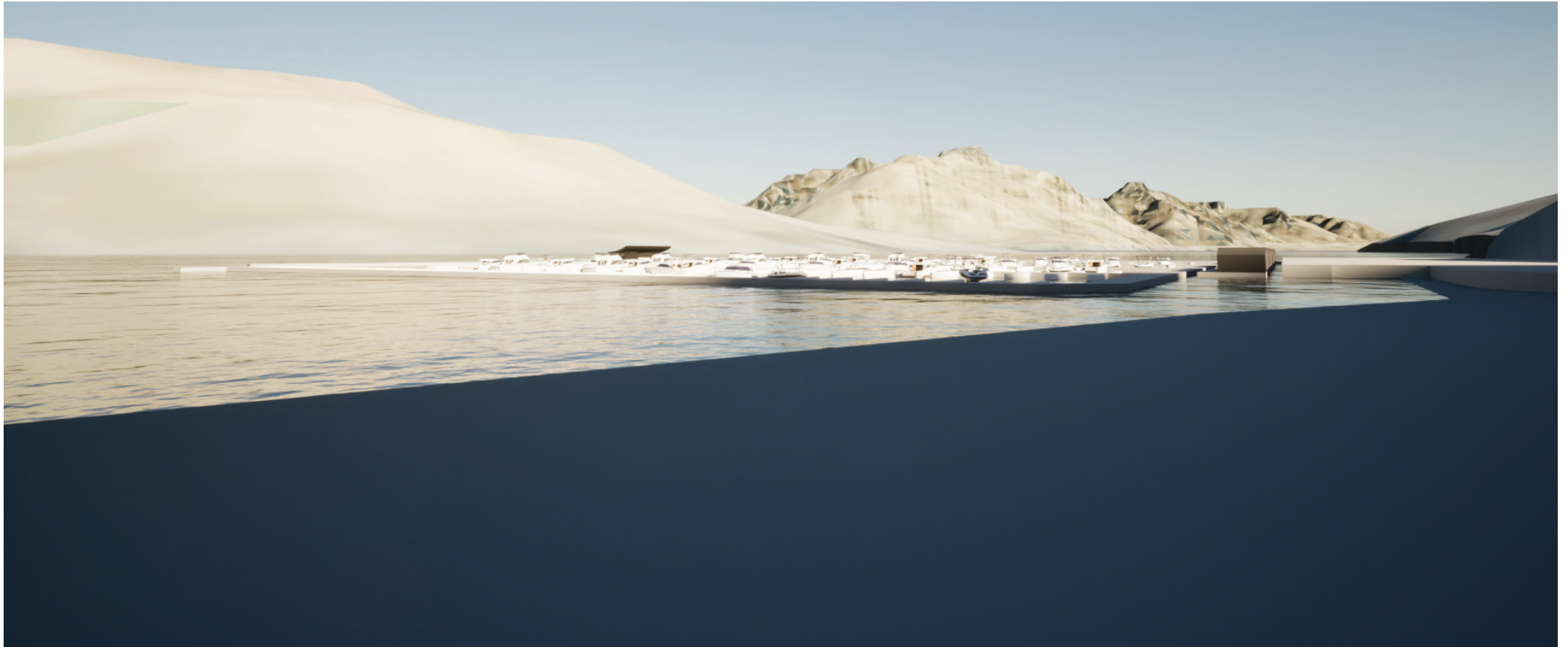
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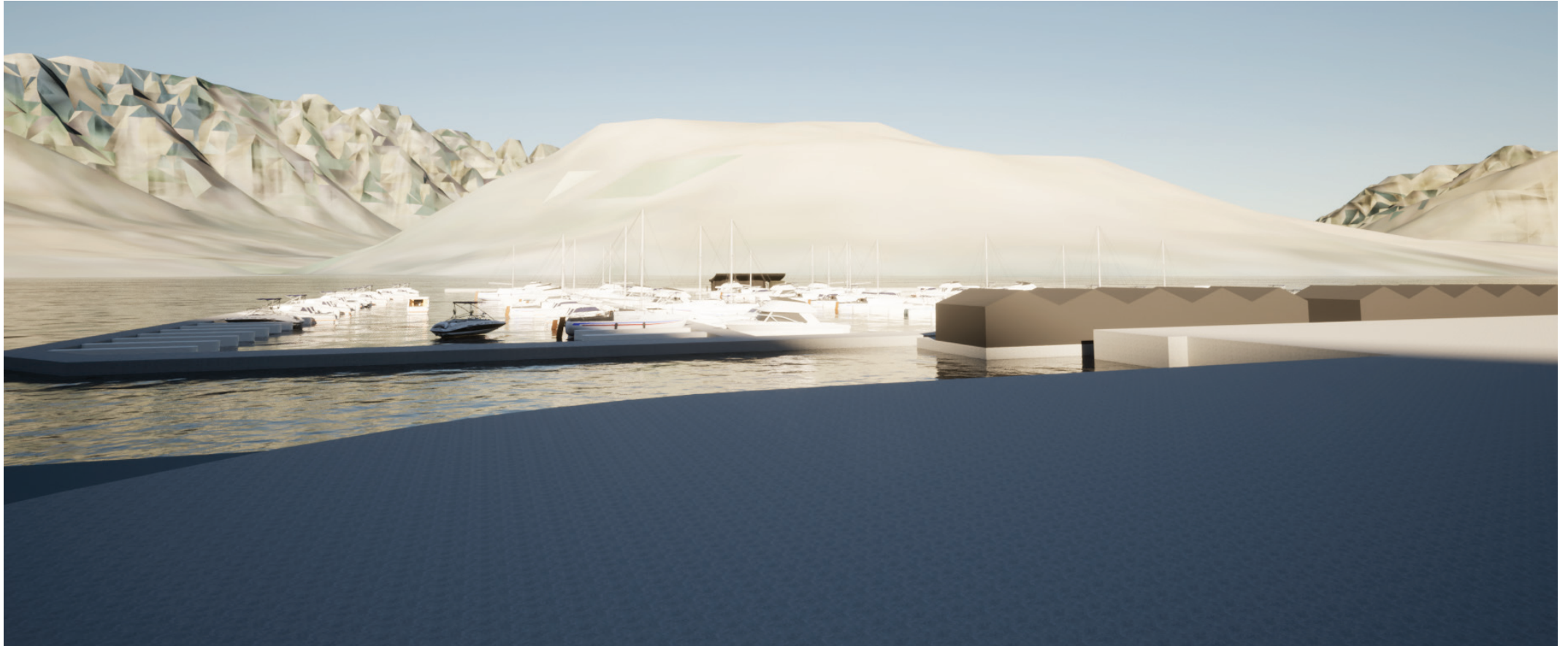
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VIEW FROM EAST



VIEW FROM NORTH WEST



VIEW FROM NORTH EAST



VIEW FROM IN FRONT OF BOAT SHEDS





VIEW FROM EASTERN END OF BOAT SHEDS



VIEW FROM NORTH EASTERN END OF BOAT SHEDS



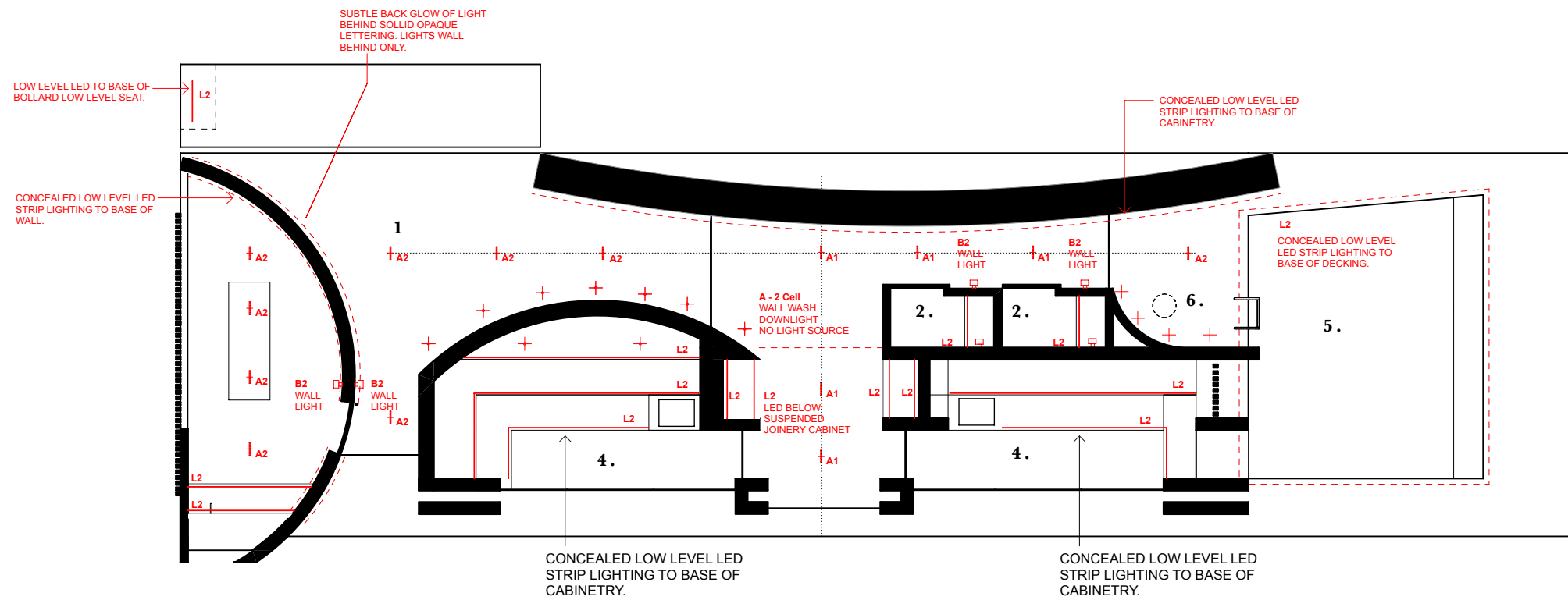
VIEW FROM NORTHERN END OF PIER C



VIEW FROM NORTH WEST



VIEW FROM NORTH EASTERN END OF BOAT SHEDS



LIGHT FITTINGS: ALL ARTIFICIAL LIGHTING LED BULBS. WARM WHITE - TYPICALLY 10W. 2700K ALL LIGHTING DIMMABLE. ALL LIGHTING DESIGNED SO SOURCE OF LIGHT CONCEALED.		
<b>A</b>	LASER BLADE 5LT IGUZZINI RECESSED LED DOWNLIGHT FIXED - BLACK	
<b>A1</b>	LASER BLADE 10LT IGUZZINI RECESSED LED DOWNLIGHT FIXED - BLACK	
<b>A2</b>	LASER BLADE IN & OUT - IGUZZINI RECESSED LED DOWNLIGHT FIXED - BLACK	
<b>B2</b>	WALL LIGHT - CLIENT SUPPLY	
<b>Fme</b>	D600.RSXH, Downlight light BRIGHT GREEN BLACK	
<b>L</b>	LED LIGHT STRIP BLACK POWDERCOATED CHANNEL. IN RECESS. WASH DOWN LIGHT COLOUR: 2700K	
<b>M2</b>	GROUND MARKER LIGHT ASTRO Beam Two LED Matt Painted Silver	

- 1 COVERED ENTRY
- 2 CHANGING
- 3 LOCKERS
- 4 SAUNA
- 5 PLUNGE
- 6 OUTDOOR SHOWER
- 7 TREATMENT ROOM (STAFF)



**DECISIONS OF THE QUEENSTOWN LAKES DISTRICT COUNCIL**

**CHANGE OF CONDITIONS – SECTION 127**

**NOTIFICATION UNDER s95A AND s95B AND DETERMINATION UNDER s104**

**OF THE RESOURCE MANAGEMENT ACT 1991**

<b>Applicant:</b>	Lakes Marina Projects Limited
<b>RM reference:</b>	RM230978
<b>Application:</b>	<p>Application under Section 88 of the Resource Management Act 1991 (RMA) to operate a commercial activity from four existing buildings, being use of the buildings as an event venue for up to 365 nights per annum, with an associated noise breach.</p> <p>Application under section 127 of the RMA to change Conditions 28, 41 and 42, and add new conditions 31-41 to resource consent RM140061 (as varied by RM170894, RM181250, RM230234, RM230576 and RM230869) to enable the commercial activity, and extend the hours of operation for food and beverage premises.</p>
<b>Location:</b>	Lake Wakatipu, Sugar Lane; Frankton Marina, Sugar Lane, Queenstown
<b>Legal Description:</b>	<p>Area 5, 7 Deposited Plan 583867, held in Record of Title 1096480 Section 48 and Section 52-53 Block XXI Shotover Survey District, held in Record of Title OT7B/844 Area 1-4, 6 Deposited Plan 583867, held in Record of Title 1096479</p>
<b>Zoning:</b>	<p><b>ODP:</b> Rural General Zone, Low Density Residential Zone <b>PDP:</b> Informal Recreation Zone, Rural Zone</p>
<b>Designations</b>	Designation 165: Frankton Marina Local Purpose Reserve
<b>Protected Features:</b>	Wāhi Tūpuna 33: Whakātipu-Wai-Māori (Lake Wakātipu)
<b>Activity Status:</b>	<b>Non-complying</b>
<b>Decision Date</b>	3 April 2024

### **SUMMARY OF DECISIONS**

1. Pursuant to sections 95A-95F of the Resource Management Act 1991 (**RMA**) the application will be processed on a **non-notified** basis given the findings of Section 5 of the Section 95A and 95B report. This decision is made by Jacob Neaves, Senior Planner, on 3 April 2024 under delegated authority pursuant to Section 34A of the RMA.
2. Pursuant to Section 104 of the RMA, consent is **GRANTED SUBJECT TO CONDITIONS** outlined in **Appendix 2** of the Section 104 decision imposed pursuant to Section 108 of the RMA.
3. Pursuant to Section 104 of the RMA, consent is **GRANTED** subject to the change to conditions outlined in Section 7.0 of this decision. An updated set of conditions of RM140061 (as varied by RM170894, RM181250, RM230234, RM230576, RM230869 and RM230978) is provided in Appendix 1 of this decision.
4. The decision to grant consent was considered (including the full and complete records available in Council's electronic file and responses to any queries) by Jacob Neaves, Senior Planner, under delegated authority pursuant to Section 34A of the RMA.



## 1. SUMMARY OF PROPOSAL AND SITE DESCRIPTION

Land use consent is sought to enable four existing buildings to be used for temporary events for up to 365 days per year, with an associated noise breach resulting from traffic, and extend the hours of operations for commercial food and beverage premises at the Frankton Marina.

It is also sought to vary the existing resource consent RM140061 (as varied by RM170894, RM181250, RM230234, RM230576 and RM230869) to enable the proposed activities to occur.

The applicant has provided a description of the proposal, the site and locality and the relevant site history in Sections 2-5 of the report entitled “*Assessment of Environmental Effects*”, prepared by Blair Devlin of Vivian & Espie, and submitted as part of the application (hereon referred to as the applicant’s AEE and attached as Appendix 3). This description is considered accurate and is adopted for the purpose of this report, with the exception of the description of the proposed events as being a temporary activity. As this is sought for 365 nights per annum, this is considered to be a commercial activity and has been assessed as such.

For ease of reference, the proposal is summarised as follows:

- The site is located at the Frankton Marina and involves the four eastern-most sheds on the floating pontoon (labelled sheds 14-17 in Figure 1 below).
- Land use consent is sought to undertake a commercial activity from the abovementioned buildings, being use as an event venue for up to 365 nights per annum, with an associated noise breach arising from traffic exiting the car park.



Figure 1: The sheds located on the floating pontoon. Sheds 14-17 are the subject of this consent.  
Source: AEE



Figure 2: The four floating sheds within which it is proposed to enable temporary events.

- Consent is also sought under section 127 of the RMA to amend conditions 28, 41 and 42, and add new conditions 31 to 41 (with resultant renumbering of conditions) of resource consent RM140061

(as varied by RM170894, RM181250, RM230234, RM230576 and RM230869) which was originally granted in February 2014 to establish the Frankton Marina. The variation is to enable the commercial activity and extend the hours of operations for commercial food and beverage premises.

Consideration of a change to the condition of the original resource consent RM140061 (as varied by RM170894, RM181250, RM230234, RM230576 and RM230869) is appropriate as the nature of the changes do not fundamentally change the nature and scale of the activity to those assessed and considered under the original consent.

#### *Post-lodgement*

- RM230869 was issued on 18 January 2024 which approved a further variation to RM140061. This application now seeks to vary this latest set of conditions.
- A Noise Management Plan was provided for the events venue as part of a response to a request for further information on 23 January 2024. This has been assessed as part of the application.

## **2. ACTIVITY STATUS**

QLDC currently has an Operative District Plan (ODP) and a Proposed District Plan (PDP).

Council notified its decisions on Stage 1 of the PDP on 7 May 2018, notified its decisions on Stage 2 of the PDP on 21 March 2019 and notified its decisions on Stages 3 and 3B of the PDP on 1 April 2021. There are a number of appeals on these decisions.

Where there are rules in the PDP that are treated operative under s.86F of the RMA, corresponding rules in the ODP are treated as inoperative. Consent is required under Section 9(3) of the RMA, pursuant to the ODP and PDP rules which are listed below.

### **2.1 OPERATIVE DISTRICT PLAN**

There are no relevant rules under the ODP as the relevant rules of Chapter 5 – Rural Areas are treated as inoperative given the relevant rules under the PDP are treated as operative pursuant to section 86F.

### **2.2 PROPOSED DISTRICT PLAN**

The subject site is zoned Rural by the PDP and the proposed activity requires resource consent under the PDP for the following reason:

*Rules that are treated as operative under s86F:*

- A **non-complying** activity resource consent pursuant to Rule 21.4.37 for any activity not listed within the activity tables. It is proposed to undertake a commercial activity.
- A **non-complying** activity resource consent pursuant to Rule 36.5.2 for noise from traffic exiting the car park received within the Lower Density Suburban Residential Zone which exceeds 40 dB  $L_{Aeq}$  (15 min) between the hours of 2000h and 0800h.

### **2.3 RESOURCE MANAGEMENT ACT 1991**

The proposed activity requires resource consent for the following reasons:

- A **discretionary** activity consent pursuant to section 127(3)(a) of the RMA, which deems any application to change or cancel consent conditions to be a discretionary activity.

It is proposed to change Conditions 28, 41 and 42, and add new conditions 31 to 41 to resource consent RM140061 (as varied by RM170894, RM181250, RM230234, RM230576 and RM230869) to enable the operation of a commercial activity.

## 2.4 ACTIVITY STATUS SUMMARY

Overall, the application is considered to be:

- a **non-complying** activity under the PDP; and
- a **discretionary** activity under the RMA.

Overall, the application is being considered and processed as a **non-complying** activity.

# NOTIFICATION DETERMINATION DECISION UNDER SECTIONS 95A AND 95B OF THE RESOURCE MANAGEMENT ACT

## 3. SECTION 95A – PUBLIC NOTIFICATION

Section 95A of the RMA requires a decision on whether or not to publicly notify an application. The following steps set out in this section, in the order given, are used to determine whether to publicly notify an application for a resource consent.

### **3.1 Step 1 – Mandatory public notification**

The applicant has not requested public notification of the application (s95A(3)(a)).

Public Notification is not required as a result of a refusal by the applicant to provide further information or refusal of the commissioning of a report under section 92(2)(b) of the RMA (s95A(3)(b)).

The application does not involve exchange to recreation reserve land under section 15AA of the Reserves Act 1977 (s95A(3)(c)).

Therefore, public notification is not required by Step 1.

### **3.2 Step 2 – Public notification precluded**

Public notification is not precluded by any rule or national environmental standard (s95A(5)(a)).

The proposal is not:

- a controlled activity; or
- a boundary activity as defined by section 87AAB that is restricted discretionary, discretionary or non-complying;

Therefore, public notification is not precluded (s95A(5)(b)).

### **3.3 Step 3 – If not precluded by Step 2, public notification is required in certain circumstances**

Public notification is not specifically required under a rule or national environmental standard (s95A(8)(a)).

A consent authority must publicly notify an application if notification is not precluded by Step 2 and the consent authority decides, in accordance with s95D, that the proposed activity will have or is likely to have adverse effects on the environment that are more than minor (s95A(8)(b)).

An assessment in this respect is therefore undertaken, and decision made in sections 3.3.1 - 3.3.4 below:

#### **3.3.1 Effects that must / may be disregarded (s95D(a)-(e))**

*Effects that must be disregarded:*

- *Effects on the owners or occupiers of land on which the activity will occur and on adjacent land (s95D(a)).*
- *Trade competition and the effects of trade competition (s95D(d)).*
- *The following persons have provided their **written approval** and as such adverse effects on these parties have been disregarded (s95D(e)).*

Person (owner/occupier)	Address (location in respect of subject site)
Waka Kotahi – NZ Transport Agency	The operator of State Highway 6A (Frankton Road).

Effects that may be disregarded:

- An adverse effect of the activity if a rule or national environmental standard permits an activity with that effect (s95D(b) – referred to as the “permitted baseline”. The relevance of a permitted baseline to this application is provided in section 3.3.2 below.

### 3.3.2 Permitted Baseline (s95D(b))

The consent authority **may** disregard an adverse effect of the activity if a rule or national environmental standard permits an activity with that effect.

In this case there is no permitted baseline for commercial activities.

Temporary Events are permitted activities where they comply with a number of standards, which include that the number of persons (including staff) does not exceed 500 persons, the duration of the event does not exceed 3 consecutive days, in the Rural Zone the event does not operate outside of the hours of 0800 to 0000 (midnight), and no site shall be used more than 7 times in any calendar year.

The permitted baseline is not considered to be directly relevant for this application, considering that the venue would be available for events up to 365 nights per annum, so the effects would be at a much greater scale and are not comparable (given the activity is classified as commercial activity).

### 3.3.3 Assessment: Effects On The Environment

Taking into account sections 3.3.1 and 3.3.2 above, the following assessment determines whether the proposed activity will have, or is likely to have, adverse effects on the environment that are more than minor that will require public notification (s95A(8)(b)).

The Assessment of Effects provided in section 8 of the applicant's AEE is considered accurate. It is therefore adopted for the purposes of this report, with a summary and additional assessment provided below.

#### **Operation of an events venue (commercial activity)**

##### *Nature and scale, and visual amenity effects*

The activity is to be located within four existing sheds on the floating pontoon. The sheds have a combined area of 72m<sup>2</sup>, the deck in front an area of 36m<sup>2</sup>, and there is a deck immediately to the east of the sheds which measures 57m<sup>2</sup>. All of these areas are proposed to be used during events. The sheds contain removable walls, so in this case the four sheds will create a singular function space. Events will be limited to a maximum of 150 persons per event, including staff. The space will be available for functions up to 365 nights of the year for a variety of events which may include business events and conferences, and private celebrations such as weddings.

No physical changes are proposed to the Marina. Visual amenity effects may potentially arise from the use of private vehicles (noise effects from music, voices and cars discussed in depth below). It is considered that the size of the Marina and parking lot are capable of catering to functions of this scale, and these aspects of the activity are generally anticipated considering that there is an existing parking lot that is of a suitable size to cater for the proposed number of guests, and the Marina itself is publicly accessible and one could generally expect to see persons congregating on the pontoon either to visit the existing commercial activities or access the boats. Further, the activity will not prevent any public access to the Informal Recreation Zone or to the margins of Lake Wakatipu.

Overall, it is considered that the nature, scale, and visual amenity effects associated with the activity are considered to create no more than minor effects on the wider environment.

### *Noise*

An acoustic assessment by Acoustic Engineering Services was provided with the application, and this was peer reviewed by Nick Craven from AECOM (Appendix 4). Both the application and peer review confirm that the anticipated noise from the events venue (music and voices) will comply with the noise standards within the PDP.

Conditions are volunteered within the Noise Management Plan (Appendix 5) which include that no live music is allowed, all speakers will be limited to a volume of 70 dB  $L_{Aeq}$ , the number of persons on the pontoon is limited to 20 at any time, and guests will be discouraged from congregating within the public car park area except for timely taxi pickups. Guests will also be informed prior to booking that music shall be limited to background levels only, which may potentially deter bookings from people who wish to play louder music. These noise controls are considered appropriate at keeping the noise within the permitted limits, and reducing effects within the wider environment.

Carpark movements may occasionally result in noise levels of up to 46 dB  $L_{Aeq}(15min)$  at the boundary of the adjacent Lower Density Residential Zone, 6 dB above the permitted 40dB for night-time noise, however, the existing ambient environment has already been measured as having elevated noise from traffic (as detailed in section 2.5 of the Acoustic Assessment (Appendix 6)) and the report concludes that noise effects will likely be minimal. The Noise Management Plan also states that the idling of vehicles, or antisocial behaviour (i.e., unnecessary revving) within the Frankton Marina carpark for extended periods of time will be discouraged.

The findings within both the report and peer review are accepted, and alongside the volunteered noise controls, it is considered that noise effects within the wider environment are likely to be no more than minor.

### *Transport*

A Transport Assessment prepared by Bartlett Consulting was provided as part of the application (Appendix 7). This assessment assumes a worst-case scenario of between 75 and 150 vehicle movements per event (consisting of half of these movements travelling to the venue, and the other half being the vehicles leaving the venue). This is not considered to constitute a High Traffic Generating Activity under the PDP. Council Land Development Engineer, Steve Hewland, has assessed the proposal and the Transport Assessment. Mr Hewland accepts the assumptions made within the assessment regarding the number of cars and has not raised any concerns from an engineering perspective.

Mr Hewland considers the existing car park at the Marina is of a suitable size to contain the anticipated number of cars, and as the site is well serviced by a range of alternative transport options the number of vehicles is considered to be acceptable.

A condition has been volunteered that the consent will not be given effect to until the proposed upgrades to make the intersection at Sugar Lane and State Highway 6A signalised are completed by Waka Kotahi. This is estimated to be completed the summer of 2026/2027. Waka Kotahi have provided written approval of the proposal on this basis. This volunteered condition provides suitable mitigation of any safety effects arising from the additional vehicle movements, as the signalised intersection will assist in moving traffic safely in and out of Sugar Lane.

Effects from transport on the wider environment are considered to be no more than minor.

### *Waste management and sanitation*

The Marina has a purpose-built block of toilets, which are located adjacent to the proposed function space. These are available for public use and are cleaned and maintained by Council.

The Applicant volunteered a condition that for events with over 70 persons in attendance (including staff), the event organiser shall be responsible for booking a cleaning service (in addition to the regular cleaning contracted by Council). Council's Parks Planner Amanda Leith has assessed the proposal and considers that this condition is acceptable to ensure the toilets are maintained at a safe standard so that public

users are not adversely affected by the increased usage from events. This is agreed with, and adverse sanitation effects are considered to be no more than minor.

### **Extension to the hours of operation of food and beverage businesses**

#### *Noise and transport effects*

The assessment of effects relating to noise within section 8.4.1 of the AEE is considered accurate and is adopted for the purpose of this report, with the below summary and additions.

It is proposed to extend the operation of food and beverage outlets until 12:00am; an additional two hours beyond current operation. As food and beverage is not a defined activity, this could include convenience stores, takeaway or restaurants. As a maximum of four licenced premises are consented at the Marina, it is considered unlikely for there to be more than four restaurants.

Both the Acoustic Assessment and peer review conclude that noise would be reasonable and comply with noise limits, and the receiving environment contains a higher level of noise due to the proximity of the state highway. It is also noted that the only other restaurant/bar within the area, currently operating as 'Altitude Brewing', has consent to operate until 12:00am, and the extension of hours to the Marina's food and beverage activities would not be out of character within this area. The car park is of a suitable size to cater for the anticipated number of vehicle movements, and the site is well serviced by a range of alternative transport options. Noise and transport effects are therefore considered to create less than minor effects on the environment.

#### *Amenity*

Amenity effects will potentially arise from the presence of people late at night, use of private vehicles, and the length of time that lights are on inside each of the buildings and other related activity. The scale of the increased operating hours is considered to be small, noting that the commercial premises are already operating and there is no change in how the outlets will operate – just the length of time that they operate.

It is also noted that within the Business Mixed Use Zone just north of the subject site a commercial activity (bar/restaurant) known as 'Altitude Brewing' currently has consent to operate until 12:00am, so the extended hours of food and beverage outlets at the Marina will not be out of character within this receiving environment.

Overall the scale of the activity is unlikely to create adverse effects that would be discernible from within the wider environment, and effects on amenity are considered to be no more than minor.

#### 3.3.4 Decision: Effects On The Environment (s95A(8))

On the basis of the above assessment, it is assessed that the proposed activity will not have adverse effects on the environment that are more than minor. Therefore, public notification is not required under Step 3.

### **3.4 Step 4 – Public Notification in Special Circumstances**

There are no special circumstances in relation to this application.

## **4. LIMITED NOTIFICATION (s95B)**

Section 95B(1) requires a decision on whether there are any affected persons (under s95E). The following steps set out in this section, in the order given, are used to determine whether to give limited notification of an application for a resource consent, if the application is not publicly notified under section 95A.

#### **4.1 Step 1: certain affected groups and affected persons must be notified**

##### *Determination under s95B(2)*

The proposal does not affect protected customary rights groups, and does not affect a customary marine title group; therefore limited notification is not required.

##### *Determination under s95B(3)*

Limited notification is not required under Step 1 as the proposal is not on or adjacent to, or may affect land subject to a statutory acknowledgement under Schedule 11, and the person to whom the statutory acknowledgement is made is not determined an affected person under section 95E (s95B(3)).

#### **4.2 Step 2: if not required by Step 1, limited notification precluded in certain circumstances**

Limited notification is not precluded under Step 2 as the proposal is not subject to a rule in the District Plan or is not subject to a NES that precludes notification (s95B(6)(a)).

Limited notification is not precluded under Step 2 as the proposal is not a controlled activity land use (s95B(6)(b)).

#### **4.3 Step 3: if not precluded by Step 2, certain other affected persons must be notified**

If limited notification is not precluded by Step 2, a consent authority must determine, in accordance with section 95E, whether the following are affected persons:

##### *Boundary activity*

The proposal is not a boundary activity where the owner of an infringed boundary has not provided their approval.

##### *Any other activity*

The proposal is not a boundary activity and therefore the proposed activity falls into the 'any other activity' category (s95B(8)), and the adverse effects of the proposed activity are to be assessed in accordance with section 95E.

##### 4.3.1 Considerations in assessing adverse effects on Persons (S95E(2)(a)-(c))

- a) The consent authority **may** disregard an adverse effect of the activity on a person if a rule or national environmental standard permits an activity with that effect (a "permitted baseline"). Section 3.3.2 above sets out the relevance of the permitted baseline to this application.
- b) The consent authority **must** disregard an adverse effect of the activity on the person if the effect does not relate to a matter for which a rule or a national environmental standard reserves control or restricts discretion; and
- c) The consent authority **must** have regard to every relevant statutory acknowledgement specified in [Schedule 11](#).

##### 4.3.1 [iii] Persons who have provided written approval (s95E(3))

The persons identified in Section 3.3.1 above have provided their **written approval** and as such adverse effects on these parties are disregarded for the purpose of s95E(3).

##### 4.3.2 Assessment: Effects on Persons

Taking into account the exclusions in sections 95E(2) and (3) as set out in section 4.3.1 above, the following outlines an assessment as to whether the activity will have or is likely to have adverse effects on persons that are minor or more than minor:

- The Marina Apartments (875 Frankton Road) (identified in yellow)



- 825-835 Frankton Road (identified in green)
- 819 and 823 Frankton Road (identified in purple)



Figure 3: The location of potentially affected persons (outlined in yellow)

### *The Marina Apartments*

The Marina Apartments are located north/north-west of the Marina and consist of seven buildings that contain a mix of visitor accommodation and residential activity. The buildings are positioned to face directly south towards Lake Wakatipu, the Marina and associated car park.

The application proposes a range of noise mitigation measures within the Noise Management Plan (Appendix 5), such as the noise level and positioning of speakers, and prevention of live music, which are considered to reduce noise effects on persons at the Marina Apartments. The Acoustic Assessment (Appendix 6) found that existing ambient noise around the Apartments already exceeds District Plan night-time noise standards, therefore the breach of noise levels from traffic entering and exiting the car park is considered to be acceptable. It is noted also that while pack down is proposed after 12:00am, most pack down activities would occur inside the buildings, so limited activity, besides from the loading of trucks, is expected to occur outside.

In addition to the assessment for noise above, the proposal has also been assessed as complying with the World Health Organisation Guidelines for Community Noise which would enable persons at these apartments to sleep with their windows open without unacceptable disruption. The acoustic peer review agreed with these conclusions, and this finding is accepted for the purpose of this report. It is also noted that there is a distance of approximately 70m between the nearest building façade and the proposed function space, and the distance to the other commercial activities is even greater, which is considered to reduce the amount of perceived noise.

In regard to traffic, a condition of consent is volunteered that events will not be undertaken until traffic lights are installed at the intersection of Sugar Lane and State Highway 6A. This will ensure that traffic safety is not adversely affected by vehicles entering and exiting Sugar Lane when events conclude. While persons residing at the Marina Apartments use Sugar Lane to enter and exit the apartments and queuing

of vehicles leaving events at one time may cause some delays, this is not considered likely to occur regularly enough to cause minor, or more than minor effects.

Overall, the proposed events venue does not propose any physical changes to the Marina, and will utilise existing buildings and the current public car park, which is considered to be of an appropriate size to cater for anticipated demand.

Effects on the owners and occupiers of The Marina Apartments are considered to be less than minor.

#### *825-835 Frankton Road*

As a mixed-use zone, some residential activity is possible and this is considered to be potentially sensitive to the proposed activities, however lower amenity values could be anticipated within this zone due to the range of activities anticipated. The nearest building within this zone is approximately 70m away from the proposed events venue, and the commercial activities are at a slightly greater distance, which is considered to help reduce potential adverse effects from these activities as experienced from these properties.

The noise controls within the NMP are considered to be sufficient at reducing noise effects, and it is noted that these properties are close in proximity to the State Highway which creates an elevated level of ambient noise already. Further, there is an existing commercial activity located within this zone which has consent to operate until 12:00am, so the proposed activities are not inconsistent with this existing environment. Whilst event pack downs are sought after 12:00am, it is likely that pack down will mostly occur inside the event building, with loading of trucks in the car park being considered to create less than minor effects on persons, again noting the slightly elevated traffic noise from the highway.

In regard to transport effects, the existing car park is considered of a sufficient size to cater for the number of potential private vehicles used during events, and as events will not be enabled until the Sugar Lane/State Highway 6A intersection has traffic signals, it is considered that effects from traffic will be less than minor as queuing after events will be effectively managed and traffic safety maintained.

Overall, effects of the activity on persons at 825-835 Frankton Road are considered to be less than minor.

#### *819 and 823 Frankton Road*

These properties are located west of the proposed activities and currently appear to contain residential activity, though both properties are zoned Business Mixed Use. As discussed above, due to the zoning slightly lower amenity values could be anticipated within these sites.

Both properties are well set back from the activities and are considered unlikely to be able to discern the later operation of the commercial food and beverage activities, with the exception of the additional traffic which would be generated between the hours of 10:00pm and 12:00am. However, it is considered that these traffic effects would create less than minor effects on these persons as the ambient sound level is already raised due to proximity to the state highway. In regard to the proposed events venue, this is set at a large distance from these properties, and it is considered unlikely that noise would be easily discernible.

In regard to transport effects, the existing car park is considered of a sufficient size to cater for the number of potential private vehicles used during events, and as events will not be enabled until the Sugar Lane/State Highway 6A intersection has traffic signals, it is considered that effects from traffic will be less than minor as queuing after events will be effectively managed and traffic safety maintained.

Effects on persons at 819 and 823 Frankton Road are considered to be less than minor.

#### *Local Iwi*

The Marina is located within a wāhi tupuna area, and statutory acknowledgement area under the Ngāi Tahu Claims Settlement Act 1998, and as such Council must determine whether Ngāi Tahu are affected persons under s95E.

Chapter 39 Wahi Tupuna does not list the activity proposed by this application as a threat to cultural values. The proposed activity will also be held within four existing buildings on the floating pontoon, and no physical works are proposed. As such, effects on local iwi are considered to be less than minor.

#### *Queenstown Airport*

The proposal is located within the Outer Control Boundary for the Queenstown Airport. As it is proposed to operate a new commercial activity, and extend the opening hours of existing commercial activities, and the proposal does not include any Activities Sensitive to Aircraft Noise (ASANs), effects on the Queenstown Airport are considered to be less than minor.

#### 4.3.3 Decision: Effects on Persons (s95E(1))

In terms of section 95E of the RMA, and on the basis of the above assessment, no person is considered to be adversely affected.

Therefore, limited notification is not required under Step 3.

#### **4.4 Step 4 – Further Notification in Special Circumstances (s95B(10))**

Special circumstances do not apply that require limited notification.

### **5. NOTIFICATION DETERMINATION**

For the reasons set out in sections 3 and 4 of this notification decision report, under s95A and s95B of the RMA, the application is to be processed on a non notified basis.

Prepared by



Georgie Hadfield  
**PLANNER**

Decision made by



Jacob Neaves  
**SENIOR PLANNER**

# DECISION UNDER SECTION 104 OF THE RESOURCE MANAGEMENT ACT

## 6. S104 ASSESSMENT

This application must be considered in terms of Section 104 of the RMA.

Subject to Part 2 of the RMA, Section 104 sets out those matters to be considered by the consent authority when considering a resource consent application. Considerations of relevance to this application are:

- (a) *any actual and potential effects on the environment of allowing the activity; and*
- (ab) *any measure proposed or agreed to by the applicant for the purpose of ensuring positive effects on the environment to offset or compensate for any adverse effects on the environment that will or may result from allowing the activity; and*
- (b) *any relevant provisions of:*
  - (i) *A national environmental standard;*
  - (ii) *other regulations;*
  - (iii) *a national policy statement;*
  - (iv) *a New Zealand coastal policy statement;*
  - (v) *a regional policy statement or proposed regional policy statement;*
  - (vi) *a plan or proposed plan; and*
- (c) *any other matter the consent authority considers relevant and reasonably necessary to determine the application.*

### 6.1 EFFECTS ON THE ENVIRONMENT (s104(1)(a)&(ab))

Actual and potential effects on the environment have been outlined in the section 95 report. Conditions of consent can be imposed under s108 of the RMA as required to avoid, remedy or mitigate adverse effects (s104)(1)(a)).

### 6.2 RELEVANT DISTRICT PLAN PROVISIONS (s104(1)(b)(vi))

#### Operative District Plan

The relevant operative objectives and policies are contained within Parts 5 – Rural Areas, and 7 – Residential Areas of the ODP.

#### *Part 5 – Rural Areas*

The majority of land that makes up the Marina consists of land zoned Rural General. Objective 1 seeks protect the character and landscape value of the rural area by promoting sustainable management of natural and physical resources and the control of adverse effects caused through inappropriate activities. The related policies generally seek to ensure land with potential value for rural productive activities is not compromised, activities not based on the rural resources of the area occur only where the character of the rural area will not be adversely impacted, and avoid, remedy or mitigate adverse effects of development on landscape values.

Objective 3 seeks avoiding, remedying or mitigating adverse effects on rural amenity, with related policies generally seeking to avoid, remedy or mitigate adverse effects of activities.

The proposal is considered to be consistent with these objectives and policies. The proposal does not include any new built form as it will use existing buildings, and therefore is considered to maintain existing visual amenity values of the landscape. The proposal overall is considered to be consistent with the existing commercial character at the Marina.

## *Part 7 – Residential Areas*

Part of the subject site is zoned Low Density Residential, however as this land is not being used as part of the proposal the extent to which these objectives and policies apply is limited.

Objective 3 seeks pleasant living environments within which adverse effects are minimised while still providing the opportunity for community needs, with related policies generally seeking to protect and enhance the cohesion of residential activity and the sense of community and well being obtained from residential neighbours, to ensure hours of operation of non-residential activity do not compromise residential amenity values, social well being, residential cohesion and privacy, to ensure noise emissions associated with non-residential activities are within limits adequate to maintain amenity values, and to encourage onsite parking in association with development and ensure the amenity of neighbours and the functioning of streets is maintained.

Objective 4 seeks non-residential activities which meet community needs and do not undermine residential amenity located within residential areas. Policy 4.1 seeks to enable non-residential activities, subject to compatibility with residential amenity.

The proposal is considered to be consistent with these objectives and policies. The proposal is considered to maintain existing residential character and amenity through the use of an existing non-residential building, and for the reasons discussed within the assessment of effects. Overall the proposal is considered to be compatible with its location.

Overall, the proposal is considered consistent with and not contrary to the objectives and policies of the Operative District Plan.

### Proposed District Plan

The relevant operative objectives and policies are contained within Chapters 21 – Rural Zone and 38 – Open Space and Recreation Zones of the PDP. The assessment of objectives and policies within section 10.5 of the AEE is considered to be accurate and is adopted for the purpose of this report, with the below additional assessment:

#### *Chapter 21 – Rural Zones*

Objective 21.2.12 seeks the natural character of lakes and rivers and their margins is protected, or enhanced, while also providing for appropriate activities, including recreation, commercial recreation and public transport.

Policy 21.2.12.3 seeks to avoid or mitigate the adverse effects of frequent, large-scale or intrusive commercial activities such as those with high levels of noise, vibration, speed and wash, in particular motorised craft, in areas of high passive recreational use, significant nature conservation values and wildlife habitat.

21.2.12.5 seeks to protect, maintain or enhance the natural character and nature conservation values of lakes, rivers and their margins from inappropriate activities with particular regard to nesting and spawning areas, the intrinsic value of ecosystem services and areas of indigenous fauna habitat and recreational values.

21.2.12.6 seeks to recognise and provide for the maintenance and enhancement of public access to and enjoyment of the margins of the lakes and rivers.

The proposal is considered to be consistent with these objectives and policies, as the proposal will utilise an existing building and will not physically change the margins of Lake Wakatipu, nor is considered to adversely affect natural character. The proposal is not considered to be an intrusive activity that would adversely affect passive recreational use, noting that the Marina is already the location of a variety of commercial activities and Marina activities, including use of motorised craft that can result in noise. This area of the lake is also not considered to contain any significant ecological values due to the existence of the Marina. Further, the activities will not prevent public access to the margins of the lake.

### *Chapter 38 – Open Space and Recreation Zones*

Objective 38.2.1 seeks that open space contribute towards meeting the needs of residents and visitors for passive and active recreation. Policy 38.2.1.1 generally seeks that open space and recreation zones provide for the needs of the community, the effective and efficient use of resources to ensure they are fit for purpose and safe for users, and the provision of infrastructure including recreation facilities and amenities. Policy 38.2.1.5 seeks to avoid activities that do not have a practical or functional need to be located within Open Space and Recreation Zones, unless the activity is compatible with and does not affect the operation of established activities; does not preclude the development of new open space and recreation; and maintains or enhances recreation and amenity values.

Objective 38.2.2 seeks recreation activities and facilities maintain or enhance open space values and the recreation opportunities. Policy 38.2.2.1 seeks to ensure activities are undertaken in a manner that maintains or enhances amenity values. Policy 38.2.2.2 limits activities to those compatible with the role and function of the zone, and the sensitivity of the surrounding environment, and which maintain or enhance anticipated uses or values.

Objective 38.2.3 seeks commercial activities are limited to those that have a functional requirement to locate within Open Space and Recreation Zones and maintain open space and recreation values. Policy 38.2.3.1 seeks to ensure that commercial activities have a genuine link with the open space and recreation resource. Policy 38.2.3.2 seeks to ensure that commercial activities maintain the quality, amenity values and landscape values of open spaces.

The proposal is considered to be consistent with these objectives and policies. The proposal will utilise existing buildings, and the existing car park (which is located within the Informal Recreation Zone), which is deemed of a sufficient size to be able to accommodate the anticipated number of private vehicles for both the existing and proposed activities. The volunteered condition for additional toilet cleaning for events over 70 guests is considered suitable to maintain the safe use of the Informal Recreation Zone. The activities overall are considered to be compatible with the existing activities happening in this zone. While the proposed activities are not directly linked to the Informal Recreation Zone, users of the zone will be able to purchase items from the food and beverage outlets, and are not considered to be adversely affected by the proposed events venue as this does not prevent access to public space.

Overall, the proposal is considered consistent with and not contrary to the objectives and policies of the Operative District Plan.

#### Weighting between Operative District Plan and Proposed District Plan

In this case, as the conclusions reached in the above assessment lead to the same conclusion under both the ODP and PDP, no weighting assessment is required.

### **6.3 PARTICULAR RESTRICTIONS FOR NON-COMPLYING ACTIVITIES (s104(D))**

With respect to the assessment above, the first gateway test for a non-complying activity required under section 104D(1)(a) has been met in that the application will not have an adverse effect on the environment which is more than minor.

With respect to the second gateway test under section 104D(1)(b), the application is not contrary to the relevant policies and objectives of the Operative District Plan or the Proposed District Plan.

Accordingly, as the application has passed both of the gateway tests in s104D, consent can be granted for this non-complying activity.

### **6.4 PART 2 OF THE RMA**

The purpose of the RMA is to promote the sustainable management of natural and physical resources.

Under Section 5 of the RMA, 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—*

- (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.*

The proposal is considered to be consistent with these Section 5 matters, as it enables the use of physical resources which enables the Applicant to provide for their economic wellbeing by enabling existing buildings to be utilised for events and for commercial activities for a longer period of time, whilst mitigating adverse effects on the environment.

There are no relevant matters of national importance under Section 6 of the RMA.

Section 7 of the RMA lists other matters to have particular regard to. Of relevance are clauses

- (b) *the efficient use and development of natural and physical resources*
- (c) *the maintenance and enhancement of amenity values;*
- (f) *maintenance and enhancement of the quality of the environment;*

The proposal is consistent with these matters, as it enables the efficient use of physical resources, being the existing buildings that are currently vacant, whilst maintaining amenity values and the quality of the environment.

The Principles of the Treaty of Waitangi have been taken into account in assessing this application and the application is considered to not be contrary to those.

Overall, the proposal is considered to meet the purpose and principles of the RMA.

## **7.0 DECISION ONE ON CHANGE TO CONDITIONS PURSUANT TO SECTION 127 OF THE RMA**

Consent is **granted** for the application to change Conditions 28, 41 and 42, and add new conditions 31 to 41 to resource consent RM140061 (as varied by RM170894, RM181250, RM230234, RM230576 and RM230869), such that:

1. Condition 28 is amended, with additional sub-conditions added:

28. The consent holder shall ensure that the activities be so conducted that the following noise limits are not exceeded at, or within, the boundary of any residential site in the ~~Low Density Residential Zone~~ **following zones, except for traffic associated with temporary events and commercial premises for which condition 28A applies:**

<u>Zone sound is received in</u>	<u>Assessment location</u>	<u>Time</u>	<u>Noise Limit</u>
<u>Lower Density Suburban Residential Zone</u>	<u>Any point within the site</u>	<u>0800 to 2000 h</u>	<u>50 dB LAeq(15 min)</u>
		<u>2000 to 0800 h</u>	<u>40 dB LAeq(15 min)</u>
<u>Open Space and Recreation Zones</u>			
<u>Rural Zone</u>	<u>Any point within the notional boundary of a residential unit</u>	<u>0800 to 2000 h</u>	<u>50 dB LAeq(15 min)</u>
		<u>2000 to 0800 h</u>	<u>40 dB LAeq(15 min)</u> <u>75 dB LAFmax</u>
		<u>0800 to 2200 h</u>	<u>60 dB LAeq(15 min)</u>

<b><u>Business Mixed Use Zone</u></b>	<b><u>Any point within any site</u></b>	<b><u>2200 to 0800 h</u></b>	<b><u>50 dB LAeq(15 min)</u></b> <b><u>75 dB LAFmax</u></b>
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daytime (08:00 – 20:00)	50 dB LAeq (15min)
night-time (20:00 – 08:00)	40 dB LAeq (15min)
night-time (20:00-08:00)	70dB LAFmax

**28A. Traffic associated with temporary events and commercial premises shall not exceed the following noise limits at, or within the boundary of any residential site in the following zones:**

<b><u>Zone sound is received in</u></b>	<b><u>Assessment location</u></b>	<b><u>Time</u></b>	<b><u>Noise Limit</u></b>
<b><u>Lower Density Suburban Residential Zone</u></b>	<b><u>Any point within the site</u></b>	<b><u>0800 to 2000 h</u></b>	<b><u>50 dB LAeq(15 min)</u></b>
		<b><u>2000 to 0800 h</u></b>	<b><u>46 dB LAeq(15 min)</u></b>
<b><u>Open Space and Recreation Zones</u></b>	<b><u>Any point within the site</u></b>	<b><u>0800 to 2000 h</u></b>	<b><u>50 dB LAeq(15 min)</u></b>
		<b><u>2000 to 0800 h</u></b>	<b><u>40 dB LAeq(15 min)</u></b>
<b><u>Rural Zone</u></b>	<b><u>Any point within the notional boundary of a residential unit</u></b>	<b><u>0800 to 2000 h</u></b>	<b><u>50 dB LAeq(15 min)</u></b>
		<b><u>2000 to 0800 h</u></b>	<b><u>40 dB LAeq(15 min)</u></b> <b><u>75 dB LAFmax</u></b>
<b><u>Business Mixed Use Zone</u></b>	<b><u>Any point within any site</u></b>	<b><u>0800 to 2200 h</u></b>	<b><u>60 dB LAeq(15 min)</u></b>
		<b><u>2200 to 0800 h</u></b>	<b><u>50 dB LAeq(15 min)</u></b> <b><u>75 dB LAFmax</u></b>

**28B. A Noise Management Plan (NMP) shall be implemented for each food and beverage tenancy operating between 2200 to 0000. This shall be provided to the Council's Monitoring Department for certification within 3 months of approval, or prior to opening any new tenancy. The operation of the premises must be in accordance with the provisions of the approved NMP at all times. The objective of the NMP is to identify, require and enable the adoption of the best practicable option to ensure that noise emissions are minimised, and must include, but not necessarily be limited to the following:**

- i. The applicable noise limits and operating hours;**
- ii. Methods of dealing with any excessive noise generated by patrons;**
- iii. Measures to prevent antisocial behaviour in the carpark and around buildings, and discourage large congregations outdoors after 2000 hours;**
- iv. Any other general noise mitigation measures available to minimise noise emissions; and**
- v. Procedures for handling noise complaints.**

2. Condition 41 is amended and renumbered to 53, with new sub-conditions added:

53(b). In addition, the following non-ancillary commercial activities are permitted:

- (i) sale of food and beverages; (provided only 4 businesses in the complex may be licenced under the Sale and Supply of Alcohol Act 2012).
- (ii) there shall be no businesses that hold an off-licence under the Sale and Supply of Alcohol Act 2012, except in relation to wine tasting activities or sales of



boutique wine and craft alcohol from a bar (that is, an off-license may only be permitted in association with a commercial activity where the sale of alcohol via an off-license is not the primary purpose of the business. Bottle stores are not permitted under this exemption.

- (iii) wellbeing activities, including, but not limited to day spas, yoga and massage, limited to the land based buildings and a maximum of four of the 17 floating buildings; and
- (iv) art studios and galleries;
- (v) professional offices, limited to the land based buildings and a maximum of four of the 17 floating buildings; **and**
- (vi) **Temporary events within buildings 14 – 17 (as described in RM230978).**

Advice Note: Private recreational activities are not covered by this condition. ~~Temporary Events enabled by the District Plan may be undertaken outside the control of this resource consent, in accordance with the permitted activity standards of the District Plan.~~

**53C. Temporary functions and events provided for under condition 53(b)(vi) above must comply with the following requirements:**

- i. **the number of persons (including staff) participating does not exceed 150 persons at any one time;**
- ii. **the duration of the temporary function / event does not exceed 3 consecutive calendar days (excluding set up and pack down);**
- iii. **the temporary function / event does not operate outside of the hours of 0800 to 0000 (midnight). Set up and pack down outside of these hours is permitted.**

**Advice Note: The noise limits specified in condition 28, 28A and 28B apply.**

**53D. No temporary functions and events shall occur at the Frankton marina until such time as traffic signals are installed at the Sugar Lane / State Highway 6A intersection.**

**Advice Note: Temporary Events may be undertaken outside the control of this resource consent, in accordance with the permitted activity standards of the District Plan.**

3. Condition 42 is amended and renumbered to 54:

54. All commercial activities ~~within buildings~~ **operating from the marina** shall **be** limited to the operational hours 7am to 10pm Monday – Sunday, **other than:**

- **temporary events which have specific time limits set out in condition 53Ciii above and**
- **commercial activities (food and beverage sales), which may operate between 0700 – 0000 (midnight).**

**Advice Note: The noise limits specified in condition 28, 28A and 28B apply.**

4. Conditions 31 – 41 are added to read as follows:

**Temporary Events**  
**Operational Requirements**

- 31. **The maximum number of attendees per event is 150 (including staff) at any one time.**
- 32. **Each event shall have a maximum duration of three (3) consecutive calendar days.**
- 33. **The operational hours of the events venue shall be Monday-Sunday, between the hours of 0800 to 0000 (midnight) (excluding pack down).**

### Noise

34. The consent holder shall ensure the activity is undertaken in accordance with the approved Noise Management Plan (Appendix 5 and Condition 28B), and the following conditions of consent (35) to (38).

Advice Note: The Noise Management Plan may be updated from time to time. Amendments shall be certified by Council's Monitoring Development department prior to implementation.

35. All speakers shall be limited to 70 dB L<sub>Aeq</sub>, measured from 1 metre in front of the speaker. All speakers shall be calibrated in accordance with the instructions within the NMP to ensure compliance with this noise limit.
36. There shall be a maximum of four indoor speakers, and four outdoor speaker. The outdoor speakers shall be positioned to face south-east away from the building and towards Lake Wakatipu.
37. No live music is permitted.
38. The number of guests on the pontoon on the eastern side of the sheds shall be limited to 20 at one time.

### Sanitation

39. For events where the number of attendees is 70 or more (including staff), the following shall apply:
- a. The public toilets are to be cleaned within two (2) hours of the conclusion of the event to the satisfaction of the Parks Contract Manager;
  - b. The event holder shall be responsible for scheduling and paying for this additional required cleaning;
  - c. The two privately managed toilets within the marina are to be made available for event attendees for the duration of the event; and
  - d. The public walkway through the marina is to be kept free of equipment, materials and structures to allow for unobstructed pedestrian and cycle movement.

### Review

40. Within six months of the date of this decision; and/or upon the receipt of information identifying non-compliance with the conditions of this consent, and/or within ten working days of each anniversary of the date of this decision, in accordance with Sections 128 and 129 of the Resource Management Act 1991, serve notice on the consent holder of its intention to review the conditions of this resource consent for any of the following purposes:
- a) To deal with any adverse effects on the environment that may arise from the exercise of the consent which were not foreseen at the time the application was considered and which it is appropriate to deal with at a later stage.
  - b) To deal with any adverse effects on the environment which may arise from the exercise of the consent and which could not be properly assessed at the time the application was considered.
  - c) To avoid, remedy and mitigate any adverse effects on the environment which may arise from the exercise of the consent and which have been caused by a change in circumstances or which may be more appropriately addressed as a result of a change in circumstances, such that the conditions of this resource

**consent are no longer appropriate in terms of the purpose of the Resource Management Act 1991.**

41. **As part of the review clause stated in condition (40) of this consent, the Council may have the Noise Management Plan audited at the consent holder's expense.**

*Advice notes:*

- All other conditions of RM140061 (as varied by RM170894, RM181250, RM230234, RM230576 and RM230869) shall continue to apply.
- The updated resource consent conditions for RM140061 (as varied by RM170894, RM181250, RM230234, RM230576, RM230869 and RM230978) are in Appendix 1 of this decision report.

**7.1 DECISION TWO ON RESOURCE CONSENT PURSUANT TO SECTION 104 OF THE RMA**

Consent is **granted** to operate a commercial activity from four existing buildings, being use of the buildings as an event venue for up to 365 nights per annum, with an associated noise breach, subject to the conditions outlined in *Appendix 2* of this decision report imposed pursuant to Section 108 of the RMA.

Prepared by



Georgie Hadfield  
**PLANNER**

Decision made by



Jacob Neaves  
**SENIOR PLANNER**

## 8.0 DEVELOPMENT CONTRIBUTIONS AND ADMINISTRATIVE MATTERS

### *Local Government Act 2002: Development Contributions*

This proposal may require a development contribution under the Local Government Act 2002 in line with QLDC's Development Contribution Policy. Where a development contribution is determined as required, payment will be due prior to commencement of the consent, except where a Building Consent is required when payment shall be due prior to the issue of the code of compliance certificate.

Please contact the Council if you require a Development Contribution Estimate.

### *Administrative Matters*

The costs of processing the application are currently being assessed and you will be advised under separate cover whether further costs have been incurred.

The Council will contact you in due course to arrange the required monitoring. It is suggested that you contact the Council if you intend to delay implementation of this consent or if all conditions have been met.

This resource consent is not a building consent granted under the Building Act 2004. A building consent must be obtained before construction can begin.

This resource consent must be exercised within five years from the date of this decision subject to the provisions of section 125 of the RMA.

If you have any enquiries please contact us at [resourceconsent@qldc.govt.nz](mailto:resourceconsent@qldc.govt.nz).

## 9.0 APPENDICES LIST

**APPENDIX 1** – Updated Conditions of RM140061 (As Varied by RM170894, RM181250, RM230234, RM230576, RM230869 and RM230978)

**APPENDIX 2** – Consent Conditions

**APPENDIX 3** – Applicant's AEE

**APPENDIX 4** – Acoustic Assessment Peer Review

**APPENDIX 5** – Noise Management Plan

**APPENDIX 6** – Acoustic Assessment

**APPENDIX 7** – Transport Assessment

**APPENDIX 1 – UPDATED CONDITIONS OF RM140061 (AS VARIED BY RM170894, RM181250, RM230234, RM230576, RM230869 AND RM230978)**

**LAND USE**

**General Conditions**

1. That the development must be undertaken/carried out in accordance with the plans:
  - Aurum Survey Consultants Plans 3451-6E-1K Revision K dated 31-1-2014, 3451-6E-2F Revision F dated 31-1-2014, 3451-6E-3E Revision E dated 24-1-2014
  - Michael Wells Design Plans Sheet Numbers 101 and 201 Revision Issue 6 dated 23-1-2014, except the Toilet Block building shall be amended as per the WJ Cadzow and Associates Ltd Building Plan a8.00 (Revision G dated 27/04/18) and a8.05 (Revision H dated 27/04/18)
  - J Steel Australasia – Drawing number 1531 – Drawing numbers 01 to 04, Status C, Revision 01, all dated 19/02/2016
  - Emtech Engineering and Marine Consultants Plans 13039, Drawing 01, Revision E dated 28-1-2014; 13039, Drawing 02, Revision C dated 17-1-2014; 13039, Drawings 05 and 06, No Revision and dated July 2013
  - Aurum Survey Consultants Plans 3451-8E-1E Revision E dated 31-1-2014 and 3451-8E-2D Revision D dated 27-1-2014
  - Lakes Marina Projects Limited Proposed Landscape Layout Plan Ref: FMP-SLP002 Dated 09-12-2014
  - Blakely Wallace Associates Landscape Concept Plan dated 17/04/18, Revision 1 dated 17/4/18.
  - Vivian and Espie Limited Attachment 1 – Buildings Exterior Colours
  - Vivian and Espie Limited – Resene Heritage Colour Palette
  - Attachment [O] – Images and dimensions of blue shed, located at western end of marina car park
  - Bellingham Marine Drawing Number 6089-50/F dated 13/7/2023
  - International Marina Consultants plan titled 'General Arrangement', Project: Queenstown Marina Phase II, Reference 6089-50/F dated 13/07/2023 and also labelled 'Electric Wave – 12m RD Docking Plan Revision D dated 06/11/23.
  - Blackyard Engineering plan titled 'Electrical Services Plant Compound Proposed Layout Revision A July 2023.

**stamped as approved on 20 February 2015 (attached), 11 October 2017, 25 October 2018, 15 November 2023, 17 January 2024 and 18 January 2024** and the application as submitted, with the exception of the amendments required by the following conditions of consent.

2. This consent shall not be exercised and no work or activity associated with it may be commenced or continued until the following charges have been paid in full: all charges fixed in accordance with section 36(1) of the Resource Management Act 1991 and any finalised, additional charges under section 36(3) of the Act.
3. The consent holder is liable for costs associated with the monitoring of this resource consent under section 35 of the Resource Management Act 1991 and shall pay to Council an initial fee of \$240. This initial fee has been set under section 36(1) of the Act.
4. All engineering works shall be carried out in accordance with the Queenstown Lakes District Council's policies and standards, being New Zealand Standard 4404:2004 with the amendments to that standard adopted on 5 October 2005, except where specified otherwise.

**To be completed prior to the commencement of any works on-site**

5. Prior to the commencement of any works on site, the consent holder shall provide a letter to the Principal Resource Management Engineer at the Council advising who their representative is for the design and execution of the engineering works and construction works required in association with this development and shall confirm that this representative will be responsible for all aspects

of the works covered under Sections 1.4 & 1.5 of NZS4404: 2004 “Land Development and Subdivision Engineering”, in relation to this development.

6. Prior to the commencement of any works on the land being developed the consent holder shall provide to the Queenstown Lakes District Council for review and approval, copies of design certificates in the form of a Schedule 1A of NZS 4404:2004, specifications, calculations and design plans as is considered by Council to be both necessary and adequate, in accordance with Condition 4, to detail the following engineering works required:
- a) The provision of a water supply to each serviced unit within the development in terms of Council’s standards and connection policy. This shall include an approved toby valve(s) and the costs of making these connections shall be borne by the consent holder.
  - b) The provision of a foul sewer connection to each serviced unit requiring waste water disposal within the development in accordance with Council’s standards and connection policy. The costs of the connection shall be borne by the consent holder.
  - c) The provision of suitable stormwater reticulation and connections from all impervious areas in the development to provide gravity drainage of the entire site to Lake Wakatipu. Also all existing Council and private stormwater reticulation affected by the development shall be extended through the development area to Lake Wakatipu and may involve full drain removal (within the site) to achieve appropriate gradients. The designs shall include full collection system details for stormwater generated by the development. The costs of the installation shall be borne by the consent holder.
  - d) The provision of fire hydrants with adequate pressure and flow to service the development with a minimum Class FW4 fire fighting water supply in accordance with the NZ Fire Service Code of Practice for Firefighting Water Supplies SNZ PAS 4509:2008 (or superseding standard). Any alternative solution must be approved in writing by the Area Manager for the Central North Otago branch of the New Zealand Fire Service.
  - e) The provision of a sealed vehicle crossing that shall be constructed in accordance with Council’s standards, taking into consideration vehicle tracking requirements entering and leaving the site via a swept path analysis a copy of which is to be provided to the Principal Resource Management Engineer at the Council. All road markings and signage will be provided in compliance with MOTSAM, the NZTA Manual Of Traffic Signs And Markings. (Note: For the avoidance of doubt, this condition requires amendment of the relevant approved plan(s)).
  - f) The provision of 10km/hr speed restriction signage within the development.
  - g) Prior to commencing works, the consent holder shall submit to the Principal Resource Management Engineer at the Council for review and certification a Construction Site Management Plan for the works. This plan will detail the construction methodology and will demonstrate how the following objectives are to be achieved:
    - Appropriate and adequate stormwater and sedimentation management (including dust nuisance controls);
    - Site containment (prevent material tracking off site, provision of construction parking areas, keeping Sugar Lane clear).
    - Prior to submitting the Construction Site Management Plan to the Council the consent holder shall consult with Mr I and Mrs A Tulloch and Marina Baches Management Limited concerning the construction methodology proposed. The consent holder shall forward the draft management plan to those parties by mail and email and provide them with at least 10 working days to provide comment.
    - Co-ordination with residents and businesses to keep them informed about construction activities (project signboard, letter drops, meetings).

The measures outlined in this condition are minimum required measures only. The consent holder’s principal contractor shall take proactive measures in all aspects of the site’s

management to manage and mitigate effects on the environment, local communities and traffic. These measures shall be implemented prior to the commencement of any earthworks on site and shall remain in place for the duration of the project until exposed areas of earth are permanently stabilised. The site earthworks and construction of the marina shall be carried out in accordance with the provisions of the certified Construction Site Management Plan.

- h) Where washdown water is proposed to be discharged into Council's sewer mains (if any), the consent holder shall liaise with Principal Resource Management Engineer at the Council as to the appropriate design requirements.
  - i) The provision of car park lighting in accordance with the Council's road lighting policies and standards, including the *Southern Light* lighting strategy. Any lighting installed on the car parks within the site shall be privately maintained and all operating costs shall be the responsibility of the lots serviced. Any lights installed on car parks shall be isolated from the Council's lighting network circuits. All external lights shall have a minimum ingress protection rating of IP65.
  - j) Details of how the consent holder will provide maintenance to the temporary carparking surfacing treatment to be applied to the carparking and manoeuvring areas in terms of Condition 23(e), until such time as they are permanently sealed.
  - k) The final design of all marina structures and geotechnical work shall be peer reviewed by a suitably qualified and experienced independent third party prior to the final designs being submitted, with a copy of the peer review being provided to the consent authority for review and certification.
7. Prior to commencing any works on the site the consent holder shall submit a Traffic Management Plan to the Road Corridor Engineer at Council for approval. The plan shall specifically detail the protection of other users of Sugar Lane, both vehicular and pedestrian, and shall show how Sugar Lane will continue to operate during the construction period. The Traffic Management Plan shall be prepared by a Site Traffic Management Supervisor and shall ensure that the following requirements are met:
- a) Suitable site warning signage and traffic management controls shall be in place on the road in both directions from the site entrance. Controls shall extend onto SH6A, if deemed necessary and approved by the NZ Transport Agency as the road controlling authority, to assist in the safe movement of construction traffic.
  - b) Parking and loading for construction machinery and contractor's vehicles shall ensure that safe, unobstructed vehicle access to neighbouring properties and safe cycle/walkway access along Sugar Lane is maintained at all times.
  - c) No loading and stockpiling of earth or other materials shall take place on Sugar Lane including on the right of way component of Sugar Lane. Safety barrier fences and/or other suitable safety measures shall be installed to help ensure public safety including pedestrian and cycle trail users of Sugar Lane.
  - d) All contractors obligated to implement temporary traffic management plans shall employ a qualified STMS on site. The STMS shall implement the Traffic Management Plan. A copy of the approved plan shall be submitted to the Principal Resource Management Engineer at the Council prior to works commencing.
8. At least 7 days prior to commencing excavations, the consent holder shall provide the Principal Resource Management Engineer at Council with the name and telephone number of a suitably qualified professional as defined in Section 1.4 of NZS 4404:2004 (who may be the person named under Condition 5 who shall supervise the earthworks and ensure compliance with the Construction Site Management Plan approved under Condition 6(g)). This person shall continually assess the condition of the earthworks and shall be responsible for ensuring that temporary retaining is installed wherever necessary to avoid any potential erosion or instability.

9. Prior to commencing any work on the site the consent holder shall install a construction vehicle crossing, which all construction traffic shall use to enter and exit the site. The minimum standard for this crossing shall be a minimum compacted depth of 150mm AP40 metal that extends 15m into the site.
10. A bond shall be entered into, in a form to be determined by the Council's solicitors, to secure performance for the sealing treatment of all parking areas (that have not been sealed) and associated access associated with this development, within 24 months of Stage 1 bulk earthworks completion. The cost of setting up the bond is to be borne by the consent holder. This resource consent shall not be exercised until the consent holder has provided evidence to the Council that the bond has been established. The bond shall be for a sufficient amount to cover the cost of sealing the site should the works not be undertaken in accordance with Condition 24. The amount of such a bond shall be calculated by applying a 150% multiplier to the higher of two quotes from suitable contractors experienced in such works, using as a basis for their calculations engineered plans and specifications provided by the consent holder. Such bond may be released upon completion of the sealing works.
11. Prior to the issue of any building consents, the consent holder shall deposit the sum of NZ\$25,000 with the NZ Transport Agency in full monetary consideration of any roading improvements which the NZ Transport Agency deems necessary at the intersection of Sugar Lane and SH6A.
12. In respect of the SH6A/Sugar Lane intersection:
  - a) The consent holder shall liaise with the Queenstown Lakes District Council and the NZ Transport Agency concerning a possible redesign of the Sugar Lane approach to that intersection in order to achieve two exit lanes, one for left turning traffic and one for right turning traffic, with the objective of minimising the extent to which traffic exiting Sugar Lane turning right onto SH6A causes left hand turning traffic to queue and wait to get out onto SH6A;
  - b) The consent holder shall implement such works as are agreed between the consent holder, the NZ Transport Agency and the Queenstown Lakes District Council in order to achieve (a) above. This consent obligations is separate from, and in addition to, the consent obligation under Condition 11 above;
  - c) Any works agreed under (b) above shall be implemented at the expense of the consent holder before the date that Stage 1 of the Marina is completed and ready for occupation and use;
  - d) When designing the works referred to in (b) above, consideration shall be given to road marking a "No Stopping" area opposite the Mantra Marina Apartments access in order that traffic leaving the Mantra Marina Apartments and wishing to turn left onto SH6A is not impeded by vehicles queuing to turn right onto SH6A.

Note: Implementation of this condition may result in minor amendment of the marina entrance, the provision and/or location of bus stops, and the Landscape Layout Plan.

#### **To be monitored throughout earthworks and construction activities**

13. Only clean natural fill material shall be deposited at the site and this shall be fit for purpose. This material includes rock, sand, gravels, or clay - provided they are uncontaminated and can meet the compaction requirements of the site. Any other materials will require the prior written approval of Council prior to disposal at the site. Topsoil shall be used for final cover only. This condition does not apply to the temporary deposit of material excavated from the lake onto the site for de-watering purposes prior to removal from the site.
14. All temporary retention systems and the final retaining wall structure shall be installed immediately following excavation to avoid any possible erosion or instability, as determined by the person named under Condition 5.
15. The consent holder shall implement suitable measures to prevent deposition of any debris on surrounding roads/access ways by vehicles moving to and from the site. In the event that any



material is deposited on any roads, the consent holder shall take immediate action, at its expense, to clean the roads. The loading and stockpiling of earth and other materials shall be confined to the subject site.

16. No earthworks, temporary or permanent, are to breach the boundaries of the site except where prior written approval has been obtained from the affected landowner or relevant controlling authority (noting that earthworks outside the site may be required within the Local Purpose Reserve and/or Sugar Lane and/or SH6A).
17.
  - a) The consent holder shall remedy any damage to all existing road surfaces and berms that result from work carried out for this consent.
  - b) The bulk earthworks for all stages of the marina including those associated with dredging/excavation of the lake bed shall be undertaken during Stage 1.
  - c) There shall be no blasting.
18. If at any time the Council receives a justifiable complaint about or proof of effects from vibration sourced from the earthworks activities approved by this resource consent, the consent holder at the request of the Council shall cease all earthworks activities and shall engage a suitably qualified professional who shall prepare a report, which assesses vibration caused by earthworks associated with this consent and what adverse effect (if any) these works are having on any other land and buildings beyond this site. Depending on the outcome of this report a peer review may be required to be undertaken by another suitably qualified professional at the consent holder's expense. This report must take into consideration the Standard BS 5228:1992 or a similar internationally accepted standard. Both the report and peer review (if required) shall be submitted to Council for acceptance and approval.
19. The consent holder shall take all practicable steps, including the use of appropriate dust suppression measures, to minimise the creation of a dust nuisance during the earthworks and construction stages of the development and prior to the sealing of all carparks and operational areas.

#### **On completion of earthworks and prior to occupation of the development**

20. Within four weeks of completing the earthworks the consent holder shall submit to Council an as built plan of the fill. This plan shall be in terms of the New Zealand Map grid and shall show the contours indicating the depth of fill. Any fill that has not been certified by a suitably qualified and experienced engineer in accordance with NZS 4431 shall be recorded on the as built plan as "uncertified fill".
21. On completion of earthworks within building footprints and prior to the construction of any land based building, a suitably qualified engineer experienced in soils investigations shall design the building foundations taking into consideration any areas of uncertified fill on-site. The finished floor levels of the buildings shall be designed to be higher than 311.70m above sea level to take into account infrequent flooding effects.
22. Upon completion of the earthworks, the consent holder shall complete the following:
  - a) All earth-worked areas shall be top-soiled and grassed or otherwise permanently stabilised within 4 weeks.
23. Prior to the occupation of the development, the consent holder shall complete the following:
  - a) The submission of 'as-built' plans and information required to detail all engineering works completed in relation to or in association with this subdivision/development at the consent holder's cost. This information shall be formatted in accordance with Council's 'as-built' standards and shall include but not be limited to, all carriageways, water, wastewater and stormwater reticulation (including private laterals and toby positions).

- b) The submission of Completion Certificates from both the contractor and approved engineer for all infrastructure engineering works completed in relation to or in association with this subdivision/development (for clarification this shall include all carriageways, water, wastewater and stormwater reticulation). The certificates shall be in the format of the NZS4404 Schedule 1B and 1C Certificate.
  - c) The provision of 156 car parks and 3 sealed bus parks with manoeuvring areas to Council standards and as shown on carpark layout drawing 3451-6E-2F and 3451-6E-3E submitted with the application. Parking and loading spaces shall be clearly and permanently marked out following completion of permanent sealing.
  - d) The permanent sealing of the Sugar Lane crossing point, cycle trail crossing, bus parking areas, and the 15 car parks located in the vicinity of Mantra Marina Apartments.
  - e) The application of temporary car parking surfacing treatment (Ottaseal or other proprietary product with equivalent effect until permanently sealed under condition 24) to the other 141 car parks and manoeuvring areas, together with appropriate temporary marking of the parking spaces following completion of the temporary car parking surfacing treatment.
  - f) The provision of suitably sized power connections to the development. The supply shall be underground from any existing reticulation and be in accordance with any requirements/standards the network provider.
  - g) The provision of suitable and usable telecommunications connection to the development. This connection shall be underground from any existing reticulation and in accordance with any requirements/standards of the network provider.
24. The permanent sealing and marking of the remaining 141 car parks and manoeuvring areas shall be completed within 24 months of Stage 1 completion.
- 24A. The consent holder shall control the use of the carparks by:
- (i) Installing a barrier arm(s) (or similar physical control) restricting access to the carparks; the barrier arm shall be positioned as far west as practicable;
  - (ii) Charging commercial rates for such carparking;
  - (iii) Installing signage to ensure the 14 eastern-most carparks (identified on the plan attached to these conditions identifying the relevant car-parks) are used only for long term parking (being defined as a minimum of 4 hours).
  - (iv) Signage shall include a contact telephone number for a representative of the consent holder or its contractor.

### **Accidental Discovery Protocol**

25. If the consent holder:
- a) Discovers koiwi tangata (human skeletal remains), waahi taoka (resources of importance), waahi tapu (places or features of special significance) or other Maori artefact material, the consent holder shall without delay:
    - (i) Notify the Council, Tangata whenua and Heritage New Zealand Pouhere Taonga, and in the case of skeletal remains, the New Zealand Police.
    - (ii) Stop work within the immediate vicinity of the discovery to allow a site inspection by the Heritage New Zealand Pouhere Taonga and the appropriate runanga and their advisors, who shall determine whether the discovery is likely to be extensive, if a thorough site investigation is required, and whether an Archaeological Authority is required.
    - (iii) Any koiwi tangata discovered shall be handled and removed by tribal elders responsible for the tikanga (custom) appropriate to its removal or preservation.

Site work shall only recommence following consultation with Council, Tangata whenua and the New Zealand Pouhere Taonga, and in the case of skeletal remains, the New Zealand Police, provided that any relevant statutory permissions have been obtained.

- b) Discovers any feature or archaeological material that predates 1900, or heritage material, or disturbs a previously unidentified archaeological or heritage site, the consent holder shall without delay:
- (i) Stop work within the immediate vicinity of the discovery or disturbance and;
  - (ii) Advise the Council, Heritage New Zealand Pouhere Taonga, and in the case of Maori features or materials, the Tangata whenua and if required, shall make an application for an Archaeological Authority pursuant to the *Heritage New Zealand Pouhere Taonga Act 2014* and;
  - (iii) Arrange for a suitably qualified archaeologist to undertake a survey of the site.

Site work shall only recommence following consultation with the Council.

## **Signage**

### ***Identification Panels***

26. a) Each building may have attached one Identification Panel to the exterior of the building, containing the building number, sized 0.30 m (vertical) by 0.21m (horizontal).
- b) Prior to any Identification Panel being attached under (a) above, the consent holder shall advise the Council in writing of the design criteria to be applied to each Identification Panel, including location, specified colour for the number, specified size of the number, specified font of the number, and specified background colour (all of which shall be the same for every Identification Panel).
- c) Every Identification Panel shall comply with the design criteria specified under (b) above, in order to achieve a consistent look and theme.
- d) No Identification Panel approved and attached under this condition may be lit.

### ***Approved signs – buildings on the land***

27. a) Each of the four buildings located on land may install one external sign of area 0.5m<sup>2</sup> and dimensions 0.5 m (vertical) by 1.0m (horizontal). The lower edge of each sign shall be 2.5m above the footpath.
- b) Prior to any sign being installed under (a) above, the consent holder shall advise the Council in writing of the design criteria to be applied to each sign including location, specified colour for wording and/or numbers and specified background colour (which shall all be the same for every sign).
- c) Every sign shall comply with the design criteria specified under (b) above, in order to achieve a consistent look and theme.
- d) No sign approved and installed under this condition may be internally lit.

### ***Required signs***

- 27A. The consent holder shall display signage with a contact phone number for a representative or contractor of the consent holder who may be contracted 24 hours with any complaints regarding the operation of the marina.

## Noise

28. The consent holder shall ensure that the activities be so conducted that the following noise limits are not exceeded at, or within, the boundary of any residential site in the following zones, except for traffic associated with temporary events and commercial premises for which condition 28A applies:

<u>Zone sound is received in</u>	<u>Assessment location</u>	<u>Time</u>	<u>Noise Limit</u>
<u>Lower Density Suburban Residential Zone</u>	Any point within the site	<u>0800 to 2000 h</u>	<u>50 dB LAeq(15 min)</u>
		<u>2000 to 0800 h</u>	<u>40 dB LAeq(15 min)</u>
<u>Open Space and Recreation Zones</u>			
<u>Rural Zone</u>	Any point within the notional boundary of a residential unit	<u>0800 to 2000 h</u>	<u>50 dB LAeq(15 min)</u>
		<u>2000 to 0800 h</u>	<u>40 dB LAeq(15 min)</u> <u>75 dB LAFmax</u>
<u>Business Mixed Use Zone</u>	Any point within any site	<u>0800 to 2200 h</u>	<u>60 dB LAeq(15 min)</u>
		<u>2200 to 0800 h</u>	<u>50 dB LAeq(15 min)</u> <u>75 dB LAFmax</u>

- 28A. Traffic associated with temporary events and commercial premises shall not exceed the following noise limits at, or within the boundary of any residential site in the following zones:

<u>Zone sound is received in</u>	<u>Assessment location</u>	<u>Time</u>	<u>Noise Limit</u>
<u>Lower Density Suburban Residential Zone</u>	Any point within the site	<u>0800 to 2000 h</u>	<u>50 dB LAeq(15 min)</u>
		<u>2000 to 0800 h</u>	<u>46 dB LAeq(15 min)</u>
<u>Open Space and Recreation Zones</u>	Any point within the site	<u>0800 to 2000 h</u>	<u>50 dB LAeq(15 min)</u>
		<u>2000 to 0800 h</u>	<u>40 dB LAeq(15 min)</u>
<u>Rural Zone</u>	Any point within the notional boundary of a residential unit	<u>0800 to 2000 h</u>	<u>50 dB LAeq(15 min)</u>
		<u>2000 to 0800 h</u>	<u>40 dB LAeq(15 min)</u> <u>75 dB LAFmax</u>
<u>Business Mixed Use Zone</u>	Any point within any site	<u>0800 to 2200 h</u>	<u>60 dB LAeq(15 min)</u>
		<u>2200 to 0800 h</u>	<u>50 dB LAeq(15 min)</u> <u>75 dB LAFmax</u>

- 28B. A Noise Management Plan (NMP) shall be implemented for each food and beverage tenancy operating between 2200 to 0000. This shall be provided to the Council's Monitoring Department for certification within 3 months of approval, or prior to opening any new tenancy. The operation of the premises must be in accordance with the provisions of the approved NMP at all times. The objective of the NMP is to identify, require and enable the adoption of the best practicable option to ensure that noise emissions are minimised, and must include, but not necessarily be limited to the following:

- i. The applicable noise limits and operating hours;
- ii. Methods of dealing with any excessive noise generated by patrons;
- iii. Measures to prevent antisocial behaviour in the carpark and around buildings, and discourage large congregations outdoors after 2000 hours;
- iv. Any other general noise mitigation measures available to minimise noise emissions; and
- v. Procedures for handling noise complaints.

*Advice Note: The noise management plan may be updated from time to time, which shall be certified by Council's Monitoring Development department prior to implementation.*

29. The consent holder shall ensure that the activities associated with construction will not exceed noise limits at, or within, the boundary of any residential site in the Low Density Residential Zone:

- daytime (07:30 -18:00) 70 dB LAeq(15 min) Or 85 dB LAFmax

Construction sound shall be assessed in accordance with, and comply with, NZS 6803:1999.

30. Prior to any development of the site, the consent holder shall submit to the Resource Consent Manager at the Queenstown Lakes District Council, a Noise Management Plan for certification. The plan must include management of noise associated with both operation and construction noise at the site to achieve the above limits, in addition to complaint management. The plan shall become the certified Noise Management Plan. The operation and management of the site must be carried out in accordance with the certified Noise Management Plan. Once certified all future berth holders shall comply with the Noise Management Plan.

- 30A. To ensure that the proposed construction of the sheet pile retaining wall and telescopic piles remains within the noise limits as set out in condition 29 above, the consent holder shall carry out sound level measurements for the first five sheet piles and the first two telescopic piles to be driven, with the results submitted to the Manager, Resource Consents, Queenstown Lakes District Council within 5 working days of the piles being driven. Works shall cease immediately if any breach of the construction noise limit is found.

## Temporary Events

### *Operational Requirements*

31. The maximum number of attendees per event is 150 (including staff) at any one time.
32. Each event shall have a maximum duration of three (3) consecutive calendar days.
33. The operational hours of the events venue shall be Monday-Sunday, between the hours of 0800 to 0000 (midnight) (excluding pack down).

### *Noise*

34. The consent holder shall ensure the activity is undertaken in accordance with the approved Noise Management Plan (Appendix 5 and Condition 28B), and the following conditions of consent (35) to (38).

*Advice Note: The Noise Management Plan may be updated from time to time. Amendments shall be certified by Council's Monitoring Development department prior to implementation.*

35. All speakers shall be limited to 70 dB LAeq, measured from 1 metre in front of the speaker. All speakers shall be calibrated in accordance with the instructions within the NMP to ensure compliance with this noise limit.
36. There shall be a maximum of four indoor speakers, and four outdoor speaker. The outdoor speakers shall be positioned to face south-east away from the building and towards Lake Wakatipu.

37. No live music is permitted.
38. The number of guests on the pontoon on the eastern side of the sheds shall be limited to 20 at one time.

#### *Sanitation*

39. For events where the number of attendees is 70 or more (including staff), the following shall apply:
  - a. The public toilets are to be cleaned within two (2) hours of the conclusion of the event to the satisfaction of the Parks Contract Manager;
  - b. The event holder shall be responsible for scheduling and paying for this additional required cleaning;
  - c. The two privately managed toilets within the marina are to be made available for event attendees for the duration of the event; and
  - d. The public walkway through the marina is to be kept free of equipment, materials and structures to allow for unobstructed pedestrian and cycle movement.

#### *Review*

40. Within six months of the date of this decision; and/or upon the receipt of information identifying non-compliance with the conditions of this consent, and/or within ten working days of each anniversary of the date of this decision, in accordance with Sections 128 and 129 of the Resource Management Act 1991, serve notice on the consent holder of its intention to review the conditions of this resource consent for any of the following purposes:
  - d) To deal with any adverse effects on the environment that may arise from the exercise of the consent which were not foreseen at the time the application was considered and which it is appropriate to deal with at a later stage.
  - e) To deal with any adverse effects on the environment which may arise from the exercise of the consent and which could not be properly assessed at the time the application was considered.
  - f) To avoid, remedy and mitigate any adverse effects on the environment which may arise from the exercise of the consent and which have been caused by a change in circumstances or which may be more appropriately addressed as a result of a change in circumstances, such that the conditions of this resource consent are no longer appropriate in terms of the purpose of the Resource Management Act 1991.
41. As part of the review clause stated in condition (40) of this consent, the Council may have the Noise Management Plan audited at the consent holder's expense.

#### **Construction Times**

42. Hours of work during construction shall be from 7.30am to 6.00pm, Monday to Friday, and 8.00am to 12:00 noon on Saturdays. No work shall occur on Sundays, or Public holidays.
43. None of the following construction works shall be implemented during any summer season between 20 December and the following 20 February:
  - a) The retaining wall along the lake edge;
  - b) The dredging or excavation of the lakebed;
  - c) The excavation and reclamation of any part of the land part of the site, including the existing inlet and any works necessary to separate the inlet from the balance of Lake Wakatipu;
  - d) On site fabrication of concrete components of the marina;

- e) Any earthworks and/or vehicle movements in respect of (a) – (d) above.

### **Fuel Supply/Hazardous Substances**

44. Prior to the commissioning of the storage facility, the consent holder shall submit a copy of the Hazardous Substances Stationary Container System Test Certificate required under the Hazardous Substances (Dangerous Good and Scheduled Toxic Substances) Transfer Notice 2004.
45. Prior to the commissioning of the storage facility, the consent holder shall submit a copy of the Hazardous Substances Location Test Certificate required under the Hazardous Substances (Classes 1 to 5 Controls) Regulations 2001.
46. The consent holder shall provide a copy of the annual Hazardous Substances Location Test Certificate, within 8 weeks of the renewal date.

### **Spill Contingency**

47. The consent holder shall retain an appropriately experienced person(s) to evaluate and characterise the level of contaminants on the site and develop a Spill Contingency Plan for the prevention and removal of spills of hydrocarbons and other contaminants from entering the lake. The Spill Contingency Plan shall at least detail:
- a) the storage and use of hazardous chemicals;
  - b) fuel storage and spill contingencies;
  - c) what bunding and other spill prevention measures will be undertaken on site;
  - d) what equipment is kept on site to contain, remove and/or deal with spills;
  - e) how the disposal of contaminated materials will be undertaken;
  - f) what training staff (if any) have in the use of such measures; and
  - g) 24 hour contact telephone numbers for key site personnel (if any) and relevant local authority personnel (such as the Harbourmaster).
48. A draft of this Spill Contingency Plan shall be provided to the Queenstown Lakes District Council and the Otago Regional Council at least two months prior to the exercise of this resource consent for comment, and the final Spill Contingency Plan shall be provided to the Otago Regional Council for written approval prior to the operation of the marina. No operations shall commence until the final Spill Contingency Plan has been approved. No changes shall be made to the approved Spill Contingency Plan without the prior written approval of the Otago Regional Council.
49. The consent holder shall undertake activities in general accordance with the approved Spill Contingency Plan prepared in accordance with condition 36.
50. The consent holder shall have adequate hydrocarbon spill clean-up equipment on the marina site at all times. Such equipment shall be readily accessible to the personnel referred to in Condition 47(g).

### **Buildings**

51. a) All plans that show buildings as part of the proposal are hereby amended as follows:
- (i) Two of the floating buildings adjacent to the esplanade at about the location of buildings S5 and S11 are hereby deleted so as to create two 6 metre wide view shafts. Floating decking shall be provided by the consent holder and made available for public use instead of the floating buildings deleted in terms of this condition. A solid balustrade shall be

provided on the landward side of the floating decks to obscure the lower part of the retaining wall.

- (ii) The off-shore floating buildings on the lake surface, being buildings S20 – S26 (inclusive), are hereby deleted.

For the avoidance of doubt a total of 17 floating buildings only are permitted in terms of this land consent.

- b) Final colours and materials for buildings, structures and hard landscaping surfaces shall be submitted to the Resource Consent Manager of the Queenstown Lakes District Council prior to development commencing on the site, for certification that they will achieve the following intended outcomes:
- (i) (The final colour scheme for structures and landscaped surfaces shall appear appropriately recessive throughout all seasons of the year (light reflectance value less than 36%) and lie within the natural colour ranges of browns, greens and greys. The approved colour scheme for the land-based and floating buildings shall have a heritage theme, with all colours selected (in accordance with the listed conditions of use) from the Resene Heritage palette approved under Condition 1. Lighter greys, cream or white may be used for trims such as window frames, fascias and other minor building elements.
- (ii) Materials for buildings shall be in accordance with the following:
- Timber weatherboard for the external cladding painted in heritage colours (in accordance with the listed conditions of use) the Resene Heritage Palette approved under Condition 1
  - Profiled colour metal steel for the roof in a recessive grey heritage colour from the Resene Heritage palette list approved under Condition 1 or equivalent (provided it has with a light reflectivity value of less than 36%).
  - Clear glazed roof and walls for some of the buildings.
- (iii) Hard landscaping shall be of a consistent design and theme throughout the site and shall be complementary to any relevant design or theme applicable to the adjoining Sugar Lane.

52. Any lighting associated with the buildings and the marina shall be restricted to down-lights only. The consent holder shall submit a lighting plan prior to development commencing on site to show that all lighting on the site will be consistent with the Queenstown Lakes District Council's *Southern Light* lighting strategy, and to ensure that lighting is designed to avoid excessive light spill while maintaining public safety.

### Commercial Activities

53. Commercial use of the site shall be limited to the following activities:
- a) Land-based and water-based activities comprising or ancillary to the marina or boating activities, including:
- (i) vehicle parking, boat servicing and maintenance, security, display of boats and boating equipment for sale or hire, loading and unloading of persons and equipment, and fuel supply;
- (ii) one building may be used for on-site custodial management;
- (iii) offices for on-site marina management, maintenance and security;
- (iv) maritime museum;
- (v) all forms of boat servicing, sales and hire;
- (vi) retail sales, maintenance and repair of boating equipment, apparel and accessories
- (vii) commercial recreational activity including offices, sales, ticketing, service, promotion, loading and unloading of passengers and equipment;
- (viii) offices for the harbourmaster and coastguard;
- (ix) marina offices, boating related activity clubrooms and common facilities;
- (x) visitor information.



- b) In addition, the following non-ancillary commercial activities are authorised:
- (i) sale of food and beverages; (provided only 4 businesses in the complex may be licenced under the Sale and Supply of Alcohol Act 2012);
  - (ii) there shall be no businesses that hold an off-licence under the Sale and Supply of Alcohol Act 2012, except in relation to wine tasting activities or sales of boutique wine and craft alcohol from a bar (that is, an off-licence may only be permitted in association with a commercial activity where the sale of alcohol via an off-licence is not the primary purpose of the business. Bottles stores are not permitted under this exemption.);
  - (iii) wellbeing activities, including, but not limited to day spas, yoga and massage, limited to the land based buildings and a maximum of four of the 17 floating buildings;
  - (iv) art studios and galleries
  - (v) professional offices, limited to the land based buildings and a maximum of four of the 17 floating buildings; and
  - (vi) Temporary events within buildings 14-17 (as described in RM230978).

*Advice Notes: Private recreational activities are not covered by this condition. Temporary Events enabled by the District Plan may be undertaken outside the control of this resource consent, in accordance with the permitted activity standards of the District Plan*

- 53C. Temporary functions and events provided for under condition 53(b)(vi) above must comply with the following requirements:
- i. the number of persons (including staff) participating does not exceed 150 persons at any one time;
  - ii. the duration of the temporary function / event does not exceed 3 consecutive calendar days (excluding set up and pack down);
  - iii. the temporary function / event does not operate outside of the hours of 0800 to 0000 (midnight). Set up and pack down outside of these hours is permitted.

*Advice Note: The noise limits specified in condition 28, 28A and 28B apply.*

- 53D. No temporary events shall occur at the Frankton marina until such time as traffic signals are installed at the Sugar Lane / State Highway 6A intersection.

*Advice Note: Temporary Events may be undertaken outside the control of this resource consent, in accordance with the permitted activity standards of the District Plan.*

54. All commercial activities operating from the Marina shall be limited to the operational hours 7am to 10pm Monday – Sunday, other than.
- temporary events which have specific time limits set out in condition 53Ciii above and
  - commercial activities (food and beverage sales), which may operate between 0700 – 0000 (midnight).

*Advice Note: The noise limits specified in condition 28, 28A and 28B apply.*

### **Pile Support Structures**

55. No pile support structure shall exceed a maximum height of 314.10 masl.

### **Marina Operations**

56. Not less than one month prior to completion of Stage 1 of the development the consent holder shall submit to the consent authority for approval a Marina Operations Plan. The contents of this plan shall include but not necessarily be limited to the following matters:
- a) The measures that will be put in place to control traffic and parking.

- b) The measures that will be put in place to control noise. Noise management shall be in place to ensure that activities shall be conducted such that the following noise levels are not exceeded at the boundary of the site:
- daytime (08:00 – 20:00) 50 dB  $L_{Aeq(15\text{ min})}$
  - night-time (20:00 – 08:00) 40 dB  $L_{Aeq(15\text{ min})}$
  - night-time (20:00 – 08:00) 70 dB  $L_{AFmax}$
- c) The measures that will be adopted in the event that there is any spillage or deposition of hazardous substances, including fuels and oils, into or on to Lake Wakatipu, or the land as per the requirements of consent conditions 36-38 above.
- d) A Freshwater Pest Management Plan. The objective of the plan is to ensure the best practice measures are adopted to monitor for and eradicate any aquatic pest plant outbreak within the entire footprint of the marina within Lake Wakatipu/Whakātipu-wai-māori. The plan shall include at least the following elements:
- (i) The procedures (including timing and methods) for regular inspections monitoring the lake area within the footprint of the marina, to be carried out by an appropriately qualified person/s.
  - (ii) The freshwater plant pest species to be monitored for and what action is to be taken if they are detected.
  - (iii) Procedures for notification of, and liaison with, agencies with biosecurity responsibilities in the event of any outbreak being detected, including Otago Regional Council and Land Information NZ.
  - (iv) Methods to remove plant pests and procedures for ongoing monitoring to ensure eradication has occurred.
  - (v) The means to educate marina users of pest plant risks and their responsibilities.
- e) The measures that will be put in place to ensure that boat operators shall not discharge bilge-water within the marina.
- f) A draft of the relevant part of the proposed marina berth lease, licence or other equivalent occupation right document which details obligations imposed on berth occupants to ensure compliance with the relevant requirements of this consent.
57. No boats or motorised craft berthed at the marina or buildings (other than one building for on-site custodial management) shall be used at any time for overnight residential or visitor accommodation activities, or for activity sensitive to aircraft noise (as defined in the Definition on page D-1 of the Queenstown Lakes District Plan).
58. a) All boats and trailers shall be cleaned prior to launching and berthing at the marina.
- b) The occupation and use of berths in Stage 1 of the marina is not to occur until a washdown facility is available for use at or in the immediate vicinity of the marina that is accessible from Sugar Lane.
59. Commercial jet boat operators shall use the main marina entrance when entering and leaving the marina. For the avoidance of doubt commercial jet boat operators shall not enter and leave the marina from berths to the east of the easternmost floating marina finger pier.

### Landscaping conditions

60. Prior to development commencing on the site, final landscaping treatment, planting plans and cross-sections shall be submitted to the Resource Consent Manager of the Queenstown Lakes District Council for approval. The plans shall specify the location, planting densities and species of all vegetation indicated on the Proposed Landscape Layout Plan. The final species of vegetation proposed shall place emphasis on the use of native plants that are also indigenous to the Wakatipu

area. Landscaping in the vicinity of the Mantra Marina Apartments shall be designed to mitigate the effect of headlights from cars using the car park.

61. The details of the type and locations of street furniture, including any structures to be provided on the site for the disposal and recycling of waste (including bio hazard material as recommended in the report of Natural Solutions for Nature Limited), and seating, shall be submitted to the Resource Consent Manager of the Queenstown Lakes District Council for approval prior to development commencing. Where feasible seating shall be located where vistas are available from the foreshore to the Frankton Arm of Lake Wakatipu.
62. Landscape plans detailing the surface treatments for all public areas, including the car park, pedestrian crossing, and details confirming how the promenade and pedestrian/cycle paths within the development will connect to the Queenstown Trail. These shall be submitted to the Resource Consent Manager of the Queenstown Lakes District Council, for approval prior to development commencing. The surface treatments shall be in accordance with Condition 51(b)(iii) above. For the avoidance of doubt the consent holder is to provide for public, unrestricted pedestrian/cycle access through the development site connecting to the Queenstown Trail.

### **Public Access**

63. Permanent public access at all times shall be maintained in respect of:
  - a) The walkway/cycleway connections through the site linking to the Queenstown Trail at the eastern and western ends of the site, as generally shown on the approved plans;
  - b) The lakeside floating jetty (boardwalk) running along the side (and on the lakeside of) the floating buildings adjacent to the retaining wall and the floating decking to be provided in terms of Condition 51(a)(i);
  - c) At least 20 metres of the lakeshore end of the floating breakwater on both sides (for short term boat loading/offloading purposes) unless a public jetty and pontoon is provided in the immediate vicinity of the marina that is accessible from Sugar Lane.
  - d) The carpark and landscaped areas between Sugar Lane and the esplanade on the retaining wall, including the boulder retaining wall and steps down to the surface of the lake at the eastern end of the development.

Note: There is no requirement to provide public access onto the floating marina fingers which connect to the lakeside floating jetty (boardwalk) or onto the floating breakwater (with the exception of the lakeshore end as provided for to in (c) above).

### **Marina Maintenance**

64. The consent holder shall at all times maintain all components of the floating marina and breakwater to an appropriate standard, so that they remain fit for purpose and in order to prevent any deterioration which might lead to failure of any part of the marina.
65. The consent holder shall enter into a bond for the ongoing structural integrity of the marina as peer reviewed under Condition 6(k) and/or abandonment by the consent holder. The bond shall be in a form and on terms deemed appropriate by Council's solicitors. The cost of setting up the bond is to be borne by the consent holder. The amount of such a bond shall be calculated by applying a 150% multiplier to the higher of two quotes from suitable contractors experienced in such works necessary to maintain the ongoing structural integrity of the marina, using as a basis for their calculations engineered plans and specifications provided by the consent holder under the peer review. If the consent holder enters into an agreement acceptable to the Council's solicitors for a similar purpose pursuant to lease obligations of part of the Frankton Marina Local Purpose Reserve and if it meets the intent of this condition, then such agreement shall constitute compliance with this consent obligation. This resource consent shall not be exercised until the consent holder has provided evidence to the Council that it has complied with this consent obligation.

### **Lapsing Period**

66. Consent for Stage 1 of the marina shall lapse, if not exercised, 5 years after the date consent commences. If consent for Stage 1 is exercised, consent for Stage 2 of the marina shall lapse, if not exercised, 10 years after the date this consent commences. For the avoidance of doubt Stage 2 shall lapse in the event that Stage 1 is not exercised in accordance with this condition.

### **Review**

67. Within ten working days of each anniversary of the date of this consent the Council may, in accordance with sections 128 and 129 of the Resource Management Act 1991, serve notice on the consent holder of its intention to review the conditions of this resource consent for any of the following purposes:
- a) To deal with any adverse effects on the environment that may arise from the exercise of the consent which were not foreseen at the time the application was considered and which it is appropriate to deal with at a later stage.
  - b) To deal with any adverse effects on the environment which may arise from the exercise of the consent and which could not be properly assessed at the time the application was considered.
  - c) To avoid, remedy and mitigate any adverse effects on the environment which may arise from the exercise of the consent and which have been caused by a change in circumstances or which may be more appropriately addressed as a result of a change in circumstances, such that the conditions of this resource consent are no longer appropriate in terms of the purpose of the Resource Management Act 1991.

### **Advice Notes**

1. The consent holder is advised that if it intends to provide a scheduled passenger transport service, the operator shall either register with the Otago Regional Council the service as a unit under the Regional Public Transport Plan, or apply for and obtain registration as an exempt service under the Land Transport Management Act 2003 and its amendments.
2. This consent may trigger a requirement for Development Contributions. For further information please contact the DCN Officer at QLDC.
3. The consent holder is advised that the retaining walls proposed in this development which exceed 1.5m in height or walls of any height bearing additional surcharge loads, including the esplanade retaining wall, will require Building Consent, as they are not exempt under Schedule 1 of the Building Act 2004.
4. The consent holder is advised that, with regard to future signage, any additional signage will require a separate resource consent. It is anticipated that any such consent if granted would be subject to conditions to the following or like effect:
  - a) Include the same design criteria as apply to the signs approved under condition 27 above;
  - b) Not be located on the wall of the relevant floating building which faces the land;
  - c) Not be internally lit.

## **APPENDIX 2 – CONSENT CONDITIONS**

### **General Conditions**

1. That the development must be undertaken/carried out in accordance with the plans:
  - ‘Michael Wells Design Plans, Sheet Numbers 101 and 201, Revision Issue 6, dated 23-1-2014, except the Toilet Block building as per the WJ Cadzow and Associates Ltd Building Plan a8.00 (Revision G dated 27/04/18) and a8.05 (Revision H dated 27/04/18)

**stamped as approved on 20 February 2015**

and the application as submitted, with the exception of the amendments required by the following conditions of consent.

2. This consent shall not be exercised and no work or activity associated with it may be commenced or continued until the following charges have been paid in full: all charges fixed in accordance with section 36(1) of the Resource Management Act 1991 and any finalised, additional charges under section 36(3) of the Act.
3. The consent holder is liable for costs associated with the monitoring of this resource consent under Section 35 of the Resource Management Act 1991.
4. All land use activities authorised by way of this consent, being use of the buildings as an event venue for up to 365 nights per annum, with an associated noise breach, are to be undertaken in accordance with the conditions contained within Appendix 1 of this decision (RM140061 (as varied by RM170894, RM181250, RM230234, RM230576, RM230869 and RM230978)), and any subsequent variations to that decision.

### ***For Your Information***

#### ***Monitoring***

*The conditions in your decision will advise if monitoring is required. To assist with compliance of your resource consent, and to avoid your monitoring deposit being used before your development starts, please complete the [“Notice of Works Starting Form”](#) and email to the Monitoring Planner at [RCMonitoring@qldc.govt.nz](mailto:RCMonitoring@qldc.govt.nz)*

#### ***Environmental Management Plan***

*Please be aware of your requirements to appropriately manage environmental effects associated with your activity. Site management means having adequate controls in place on your site. This will ensure compliance is achieved and harmful by-products of construction activities do not damage the environment or cause nuisance to neighbours. We’ve provided some [advice](#) to help you mitigate any possible adverse effects that may be generated on your site as a result of construction related activities.*

#### ***Engineering Acceptance***

*You may also have conditions that require you to apply for Engineering Acceptance. To apply, please complete the [Engineering Acceptance Application Form](#) and submit to [engineeringapprovals@qldc.govt.nz](mailto:engineeringapprovals@qldc.govt.nz). Further information regarding Engineering Acceptance can be found [here](#).*

#### ***Development Contribution***

*If this decision requires a development contribution (DC) charge, we will be sending a notice in due course. To answer questions such as what is a DC charge, when a DC charge is triggered and timing of payments, this information is available [here](#).*

*If you wish to make a DC estimate calculation yourself, please use this [link](#). Full details on current and past policies can be found [here](#).*

**APPENDIX 3 – APPLICANT’S AEE**

# ASSESSMENT OF ENVIRONMENTAL EFFECTS

TO VARY CONDITIONS 28, 41 AND 42 OF RM140061 (AS VARIED BY RM170894, RM181250 AND RM230234) TO ENABLE TEMPORARY EVENTS IN FOUR FLOATING SHEDS FOR UP TO 365 DAYS PER YEAR, AND TO EXTEND THE HOURS OF OPERATION FOR FOOD AND BEVERAGE PREMISES AT THE FRANKTON MARINA. LAND USE CONSENT FOR TEMPORARY EVENTS AND NOISE EXCEEDANCES IS ALSO SOUGHT.

# Contents

<b>1.</b>	<b>Key Information</b> .....	4
<b>2.</b>	<b>Introduction</b> .....	5
<b>3.</b>	<b>Background</b> .....	5
<b>4.</b>	<b>Existing / Receiving Environment</b> .....	5
<b>5.</b>	<b>Proposal</b> .....	7
5.1	Temporary Functions and Events .....	7
5.2	Hours of operation – temporary functions and events and food and beverage sales .....	9
5.2	Noise – temporary functions and events and commercial activity food and beverage sales .....	9
<b>6.</b>	<b>Matters Requiring Consent</b> .....	10
6.1	Operative District Plan .....	10
6.2	Proposed District Plan .....	10
6.3	Resource Management Act 1991 .....	10
6.4	Overall Activity Status .....	11
<b>7.</b>	<b>Statutory Considerations</b> .....	11
7.1	Section 104 – Consideration of application .....	11
<b>8.</b>	<b>Effects on the Environment</b> .....	12
8.1	Permitted Baseline .....	12
8.2	Receiving Environment .....	12
8.3	Effects assessment for a s.127 application .....	12
8.4	Effect of extension of hours of operation of commercial activities (food and beverage) not ancillary to marina activities 13	
8.4.1	Noise related effects .....	13
8.5	Effect of enabling ‘temporary functions and events’ .....	14
8.5.1	Nature and scale of the temporary functions and events .....	14
8.5.2	Hours of operation .....	15
8.5.3	Rubbish disposal / waste management .....	15
8.5.4	Sanitary facilities .....	15
8.5.5	Noise related effects .....	15
8.6	Transport related effects .....	17
8.7	Landscape and visual effects .....	18
8.8	Effects on cultural values .....	18
8.9	Effects relating to Queenstown Airport Outer Control Boundary .....	19
8.10	Signage related effects .....	19
8.11	Summary with regard to environmental effects .....	19
<b>9.</b>	<b>Public Notification Assessment</b> .....	20
9.1	Public notification tests .....	20
9.2	Limited notification .....	20
<b>10.</b>	<b>Policy Framework</b> .....	21
10.1	Operative Regional Policy Statement .....	21
10.2	Partially Operative Regional Policy Statement (2019) .....	21
10.3	Proposed Regional Policy Statement (2021) .....	22
10.4	Operative District Plan .....	23
10.5	Proposed District Plan .....	23
10.5.1	Strategic Directions (Chapter 3) .....	23
10.5.2	Urban Development (Chapter 4) .....	24
10.5.3	Rural (Chapter 21) .....	24
10.5.4	Temporary Activities and Relocated Buildings (Chapter 35) .....	25
10.5.5	Informal Recreation (Chapter 38) .....	26
10.7	Kai Tahu ki Otago Natural Resource Management Plan 2005 .....	27
<b>11.</b>	<b>Other Matters</b> .....	27
<b>12.</b>	<b>Consultation</b> .....	27
<b>13.</b>	<b>Conclusion</b> .....	27
	<b>Attachments</b> .....	28
[A]	Form 9 .....	28
[B1] – [B3]	Records of Title .....	28
[C]	Decision on RM140061 .....	28
[D]	Consent Order ENV-2015-CHC-22 .....	28



[E]	Variation decision RM170894 .....	28
[F]	Variation decision RM181250 .....	28
[G]	Variation decision RM230234 .....	28
[H]	Acoustic Report – Acoustic Engineering Services .....	28
[I]	Transport Memorandum – Bartlett Consulting .....	28
[J]	Affected party approval – NZTA Waka Kotahi.....	28

### Quality Assurance

<b>Prepared By</b>	Blair Devlin	Planner/ Director	18 December 2023
<b>Reviewed By</b>	Gabriela Glory	Planner/Landscape Technician	18 December 2023

# 1. Key Information

<b>Address</b>	Frankton Marina, Sugar Lane, Queenstown
<b>Legal Description</b>	<ul style="list-style-type: none"> <li>Area 5, 7 DP 583867, Record of Title 1096480 (Leasehold) (Attachment [B1])</li> <li>Section 48 and section 52-53 Block XXI Shotover Survey District, Record of Title OT7B/844 (Attachment [B2])</li> <li>Area 1-4, 6 DP 583867, record of Title (Attachment [B3])</li> </ul>
<b>Site Area</b>	<p>[B1] –6.9 hectares leasehold - Lakes Marina Projects Limited</p> <p>[B2] – 1.35 hectares – QLDC Recreation Reserve</p> <p>[B3] – 7924m<sup>2</sup> – Lakes Marina Projects Limited</p>
<b>Owners</b>	Lakes Marina Projects Limited, Queenstown-Lakes District Council.
<b>Occupier</b>	Lakes Marina Projects Limited
<b>Applicant</b>	Lakes Marina Projects Limited
<b>Operative District Plan Zone</b>	Rural General Zone A small portion Low Density Residential Zone
<b>Proposed District Plan Zone</b>	Open Space and Recreation Zone (Informal Recreation category) Rural Zone (surface of Lake Wakatipu)
<b>Designations &amp; Special Provisions</b>	<ul style="list-style-type: none"> <li>D165 – Frankton Marina Local Purpose Reserve (applies to land only) – subject to Conditions 'B' for recreation reserves.</li> <li>Lake Wakatipu is a Statutory Acknowledgement area</li> </ul>
<b>Proposal</b>	To vary conditions 28, 41 and 42 of RM140061(as varied by RM170894, RM181250 and RM230234) to enable temporary events in four floating sheds for up to 365 days per year, and to extend the hours of operation for food and beverage premises at the Frankton Marina. Land use consent for temporary events and noise exceedances is also sought.
<b>Activity Status</b>	<p><u>Resource Management Act 1991</u></p> <ul style="list-style-type: none"> <li>A <b>discretionary</b> activity under section 127 of the RMA to vary conditions 28, 41 and 42 of RM140061 (as varied by RM170894, RM181250 and RM230234)</li> </ul> <p><u>Chapter 36 Noise</u></p> <ul style="list-style-type: none"> <li>A <b>non-complying</b> activity pursuant to Rule 36.5.2 for noise received within the LDRZ which exceeds 40dB L<sub>Aeq</sub> (15min) between the hours of 2000h to 0800h.</li> </ul> <p><u>Chapter 35 Temporary Activities</u></p> <ul style="list-style-type: none"> <li>A <b>discretionary</b> activity pursuant Rule 35.4.16, to hold up to 365 events in a calendar year</li> </ul> <p>The application is for a <b>non-complying</b> activity</p>
<b>Written Approvals and Consultation</b>	Affected party approval has been obtained from Waka Kotahi NZTA (Attachment [J]).
<b>Other consents/permits</b>	None – no new building work or disturbance of the lake bed is occurring

## 2. Introduction

This report is submitted as part of the application by Lakes Marina Projects Limited (“the Applicant”) for a variation of resource consent conditions of RM140061 (as varied by RM170894, RM181250 and RM230234) to enable temporary events in four floating sheds for up to 365 days per year and consent to extend the hours of operations for commercial food and beverage premises, at the Frankton Marina. The subject site is located along Sugar Lane, Queenstown. The completed Form 9 is provided as Attachment [A]. The three Records of Title for the site are appended as Attachments [B1] – [B3] (“the site”).

## 3. Background

In February 2014, following a joint hearing, the Queenstown Lakes District Council (**QLDC**) and Otago Regional Council (**ORC**) granted Lakes Marina Projects Limited (**LMPL**) resource consent RM140061 (QLDC) and RM14.026.01-03 (ORC) to establish and operate a 195-berth marina including wave attenuator, ancillary commercial buildings, car parking, open space, landscaping and earthworks at Sugar Lane, Frankton, Queenstown. A copy of the joint decision on RM140061 is attached as Attachment [C].

This decision was appealed to the Environment Court and following mediation, in June 2015 the Environment Court issued a Consent Order resolving the areas of dispute. A copy of Consent Order ENV-2015-CHC-22 is attached as Attachment [D].

Following the release of the Consent Order, the applicant varied the design of the retaining wall and lake bed anchor system for the pier, walkway, marina layout and wave attenuator. This variation was processed as RM170894, a copy of which is attached as Attachment [E].

RM181250 granted the increase of the size of the toilets and changes to the building colours, attached as Attachment [F].

RM230234 approved the use of the marina for commercial activities not directly ancillary to the marina to provide for a more socially and commercially vibrant marina. This decision was issued 15 November 2023, a copy of which is attached as Attachment [G].

RM230576 is currently being processed, for a minor variation to the layout of Stage 2 of the marina. The application was lodged 2 August 2023.

RM230869 is currently being processed, to vary condition 1 of RM140061 (as varied by RM170894, RM181250 and RM230234) to enable electric charging infrastructure to be installed at the Frankton Marina.

## 4. Existing / Receiving Environment

RM140061 (as varied by RM170894 and RM181250 and RM230576) approved the Frankton Marina and has been given effect to, with Stage 1 of the marina completed and in use. Construction of Stage 2 is due to start in 2024.

The full consented marina development therefore forms part of the receiving environment. Aerial imagery of the constructed Stage 1 marina is shown below.



**Figure 1: QLDC aerial imagery of the constructed marina, car park and buildings**

The marina area includes part of the Frankton Marina Local Purpose Reserve and the adjacent surface and bed of Lake Wakatipu.

Access to the site is achieved via Sugar Lane off Frankton Road (State Highway 6A). The first portion of Sugar Lane is legal road and the balance of Sugar Lane is a Right of Way over Council reserve that serves adjacent properties. Sugar Lane provides access to a variety of commercial and residential activities which are now zoned Business Mixed Use. Land immediately to the north west of Sugar Lane includes a commercial area occupied by a diverse mixture of commercial activities some of which are marine related, including offices, a brewery, a tyre service premises, and garaging / storage areas. Sugar Lane also provides access to the historic boat shed which is now operated as a café and which is located generally to the west of the boat ramp and Fisherman's Pier.

The Frankton Track that forms part of the Queenstown Trail passes through the site, either via the footpath adjacent to Sugar Lane or the boardwalk esplanade area next to the floating sheds. Four land-based and seventeen floating buildings on pontoons between have been placed next to or on the surface of the lake along the front of an esplanade that is located above the retaining wall.

Public access runs along the marina parallel to the lake front of the pontoon buildings and to the shore end of the breakwater.

The buildings approved on the floating pontoons have been constructed in groups running east to west as follows:



**Figure 2: Constructed layout of floating buildings (within blue outline) and land-based buildings (within orange outline)**

These buildings are currently used for commercial activities (directly and indirectly ancillary to the marina activity), with hours of operation from 7am to 10pm Monday to Sunday. Condition 44(b) of RM140061 (as varied) also sets out specific noise levels for the marina commercial operations.

## 5. Proposal

### 5.1 Temporary Functions and Events

The proposal seeks to hold an unlimited number of temporary events (such as conferences and business functions) within floating buildings 14-17 (as shown on Figure 2 above) for up to 365 days per year. The PDP defines Temporary Events as follows, and the proposal meets this definition:

Temporary Events	<p>Means the use of land, buildings, tents and marquees, vehicles and structures for the following activities:</p> <ul style="list-style-type: none"> <li>a. carnivals;</li> <li>b. fairs;</li> <li>c. festivals;</li> <li>d. fundraisers;</li> <li>e. galas;</li> <li>f. market days;</li> <li>g. meetings;</li> <li>h. exhibitions;</li> <li>i. parades;</li> <li>j. rallies;</li> <li>k. cultural and sporting events;</li> <li>l. concerts;</li> <li>m. shows;</li> <li>n. weddings;</li> <li>o. funerals;</li> <li>p. musical and theatrical entertainment, and</li> <li>q. uses similar in character.</li> </ul> <p>Note: The following activities associated with Temporary Events are not regulated by the PDP:</p> <ul style="list-style-type: none"> <li>a. Food and Beverage;</li> <li>b. Sale of Alcohol.</li> </ul>
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The temporary functions and events proposed are limited to the following:

- A maximum capacity of 150 people (including staff)
- 3 consecutive days maximum (excluding set up and pack down)
- The event will not operate outside the hours of 0800 to 0000 (midnight)

Condition 41 of RM140061 (as varied, including by RM230234) approves commercial use of the site for both ancillary commercial and some non-ancillary commercial activities. To enable the proposed temporary events, an amendment to condition 41(b) of RM140061 (as varied, including by RM230234) is required and land use consent is required under the PDP. The changes to condition 41(b) seek to enable temporary functions and events within the floating buildings (limited to the four eastern most floating buildings). The proposed wording to condition 41(b) is as follows, added text as **bold underline**, removed text as ~~strikethrough~~:

41(b) *In addition, the following non-ancillary commercial activities are permitted:*

*(i) sale of food and beverages; (provided only 4 businesses in the complex may be licenced under the Sale and Supply of Alcohol Act 2012).*

*(ii) there shall be no businesses that hold an off-licence under the Sale and Supply of Alcohol Act 2012, except in relation to wine tasting activities or sales of boutique wine and craft alcohol from a bar (that is, an off-licence may only be permitted in association with a commercial activity where the sale of alcohol via an off-licence is not the primary purpose of the business. Bottle stores are not permitted under this exemption.*

*(iii) wellbeing activities, including, but not limited to day spas, yoga and massage, limited to the land based buildings and a maximum of four of the 17 floating buildings; and*

*(iv) art studios and galleries;*

*(v) professional offices, limited to the land based buildings and a maximum of four of the 17 floating buildings;*

**and**

**(vi) Small scale temporary functions and events.**

*Advice Note: Private recreational activities are not covered by this condition ~~Temporary Events enabled by the District Plan may be undertaken outside the control of this resource consent, in accordance with the permitted activity standards of the District Plan.~~*

A condition of consent is also volunteered to manage the effects and scale of the temporary events. The proposed conditions are as follows, added text as underlined:

**41(c) Small scale temporary functions and events provided for under condition 41(b)(vi) above must comply with the following requirements:**

- i. the number of persons (including staff) participating does not exceed 150 persons at any one time;**
- ii. the duration of the temporary function / event does not exceed 3 consecutive calendar days (excluding set up and pack down);**
- iii. the temporary function / event does not operate outside of the hours of 0800 to 0000 (midnight). Set up and pack down outside of these hours is permitted.**

**Advice Note: The noise limits specified in condition 28, 28a and 28b apply.**

**41(d) No temporary events shall occur at the Frankton marina until such time as traffic signals are installed at the Sugar Lane / State Highway 6A intersection.**

**Advice Note: Temporary Events enabled by the District Plan may be undertaken outside the control of this resource consent, in accordance with the permitted activity standards of the District Plan.**

## 5.2 Hours of operation – temporary functions and events and food and beverage sales

The current hours of operation of the commercial activities within buildings are limited to 7am to 10pm Monday to Sunday under condition 42. The proposal also seeks to vary Condition 42 of RM140061 to enable separate hours of operation for temporary events, and to increase the hours of operation for the non-ancillary commercial activities (effectively the food and beverage premises).

The proposed wording to condition 42 is as follows, added text as **bold underline**, removed text as ~~strike through~~.

42. All commercial activities ~~within buildings operating from the marina~~ shall **be** limited to the operational hours 7am to 10pm Monday – Sunday, **other than:**
- **temporary events which have specific time limits set out in condition 41(c)iii above and**
  - **commercial activities (food and beverage sales), which may operate between 0700 – 0000 (midnight).**

**Advice Note: The noise limits specified in condition 28, 28a and 28b apply.**

## 5.2 Noise – temporary functions and events and commercial activity food and beverage sales

The proposed temporary events will result in a breach of noise standards because of vehicles exiting the site between the hours of 0000-0030, under the PDP and Condition 28 of RM140061. The proposal therefore seeks consent to amend the noise condition to enable vehicles leaving the site after the function/event has finished and requires a variation of Condition 28 of RM140061.

The proposed wording to condition 28 is as follows, added text as **bold underline**, removed text as ~~strike through~~:

28. The consent holder shall ensure that the activities be so conducted that the following noise limits are not exceeded at, or within, the boundary of any residential site in the Lower Density **Suburban** Residential Zone **except for temporary events and commercial premises for which condition 28a applies:**

daytime (08:00 – 20:00)	50 dB L <sub>Aeq</sub> (15min)
night-time (20:00 – 08:00)	40 dB L <sub>Aeq</sub> (15min)
night-time (20:00-08:00)	70 dB L <sub>AFmax</sub>

**28(a). The consent holder shall ensure that traffic associated with temporary events and commercial premises do not exceed the following noise limits at, or within the boundary of any residential site in the Lower Density Suburban Residential Zone:**

<u>daytime (08:00 – 20:00)</u>	<u>50 dB LAeq (15min)</u>
<u>night-time (20:00 – 00:00)</u>	<u>46 dB LAeq (15min)</u>
<u>night-time (20:00-00:00)</u>	<u>70 dB LAFmax</u>

**28(b). A Noise Management Plan shall be implemented for each food and beverage tenancy operating between 2200 to 0000. The Noise Management Plan shall outline best practice management to ensure that noise effects are limited, to prevent antisocial behaviour in the carpark and around buildings, and limiting large congregations outdoors after 2000 hours.**

The applicant is happy to discuss / amend the proposed condition wording above with Council, to ensure it is effective and enforceable.

## 6. Matters Requiring Consent

### 6.1 Operative District Plan

The subject site is zoned Rural General and Low Density Residential under the Operative District Plan (ODP). The relevant rules in the PDP are no longer under appeal, therefore the rules contained within the ODP can be treated as inoperative under S86F.

### 6.2 Proposed District Plan

The subject site is zoned Rural and Informal Recreation under the Proposed District Plan (PDP). The proposal requires consent under the following rules:

#### Chapter 36 Noise

- A non-complying activity pursuant to Rule 36.5.2 for noise from traffic exiting the car park received within the Lower Density Suburban Residential Zone which exceeds 40 dB LAeq (15min) between the hours of 2000h to 0800h.

#### Chapter 35 Temporary Activities

- A discretionary activity pursuant to Rule 35.4.16 for temporary activities not otherwise listed as a permitted activity. The proposal does not comply with permitted Rule 35.4.5(d) as the proposal seeks to hold up to 365 events in any calendar year.

### 6.3 Resource Management Act 1991

The applicant seeks to vary conditions 28, 41 and 42 of RM140061 (as varied by RM230234) under section 127 of the RMA. The proposal is therefore a discretionary activity under the RMA.



## 6.4 Overall Activity Status

Overall, the proposal is a:

- A non-complying activity under the Proposed District Plan
- A discretionary activity under the Resource Management Act.

The proposal can be assessed as a **non-complying** activity.

# 7. Statutory Considerations

## 7.1 Section 104 – Consideration of application

Section 104(1) of the Act requires the Council to have regard to the following matters, subject to Part 2 of the Act:

- (a) any actual and potential effects on the environment of allowing the activity; and*
- (ab) any measure proposed or agreed to by the applicant for the purpose of ensuring positive effects on the environment to offset or compensate for any adverse effects on the environment that will or may result from allowing the activity; and*
- (b) any relevant provisions of—*
  - (i) a national environmental standard;*
  - (ii) other regulations;*
  - (iii) a national policy statement;*
  - (iv) a New Zealand coastal policy statement;*
  - (v) a regional policy statement or proposed regional policy statement;*
  - (vi) a plan or proposed plan; and*
- (c) any other matter the consent authority considers relevant and reasonably necessary to determine the application*

Section 104(2) of the Act states that, in considering the effects on the environment of allowing an activity, a consent authority may disregard an adverse effect if a national environmental standard or the plan permits an activity with that effect.

Section 104(3) states that a consent authority must not have regard to trade competition or the effects of trade competition, or any effect on a person who has given written approval to the application.

An assessment of the effects of the proposal on the environment is provided in Section 8 of this report. Assessments against the relevant statutory documents are provided in Section 9.

Under section 104D, a consent authority processing an application for a non-complying activity may grant a resource consent only if it is satisfied that either:

- the adverse effects of the activity on the environment will be minor; or
- the activity will not be contrary to the objectives and policies of the plan or proposed plan.

## 8. Effects on the Environment

### 8.1 Permitted Baseline

Rule 35.4.5 of the Temporary Activities Chapter enables Temporary Events as a permitted activity provided that:

- a) the number of persons (including staff) participating does not exceed 500 persons at any one time
- b) the duration of the temporary event does not exceed 3 consecutive calendar days (excluding set up and pack down)
- c) in the Rural Zone, the event does not operate outside of the hours of 0800 to 0000 (midnight) (excluding set up and pack down)
- d) the site is not used for any temporary event more than 7 times in any calendar year
- e) All structures and equipment are removed from the site within 3 working days of the completion of the event

In this case, the proposal seeks to hold temporary functions and events, with a maximum number of 150 people (including staff) and the duration of events will not exceed three consecutive calendar days maximum (excluding set up and pack down). The floating sheds itself are located within the Rural (water) zone, and events will not operate after midnight. It is proposed however to use the site for temporary events more than 7 times in any calendar year. The Council should therefore consider the permitted baseline with regard to 34.4.5(a-c) and 3.4.5(e).

### 8.2 Receiving Environment

It is noted that with regard to the marina consent RM140061 and associated variations (RM170894, RM181250, RM230234), the receiving environment has been modified by implemented resource consents that have been granted. The receiving environment includes RM140061 as varied by RM170894, RM181250, RM230234 as the resource consent has been already implemented through the construction of the marina.

The resource consents discussed, the land based and floating sheds, associated commercial activity both ancillary and non-ancillary to the marina, therefore forms part of the receiving environment. All Stage 1 buildings have now been constructed and form part of the receiving environment.

The following assessment of effects is therefore considering the difference in environmental effects arising from the current commercial use compared to additional temporary activities, and extended hours of operation.

### 8.3 Effects assessment for a s.127 application

The appropriate comparison is between any adverse effects which may have been from the activity in its original form (RM140061 (Consent Order version) as varied by RM170894 and RM181250 and RM230234) and any adverse effects which would arise from the proposal in its varied form. If the effects after variation are no greater than before, then there is no requirement for written approvals to be obtained from persons who may be affected by the activity, but not by the change to it *Body Corporate 97010 v Auckland CC* (2000) 6 ELRNZ 183, [2001]

NZRMA 202. Upheld in the Court of Appeal, see *Body Corporate 97010 v Auckland CC* [2000] 3 NZLR 513, (2000) 6 ELRNZ 303, [2000] NZRMA 529 (CA).

The following assessment of effects is therefore considering the difference in environmental effects arising from the proposed changes to consent conditions to enable small scale functions and events and extended hours of operation. It is important to emphasise the assessment of effects is related to the difference in effects arising from the consented versus the proposed conditions.

The key differences between the consented situation and the proposed, is the use of the four eastern most floating buildings for small events and functions. The consented situation enables the use of these four floating buildings for commercial use, both ancillary and non-ancillary to the marina. In both the proposed and consented situation, visitors will come to the marina, albeit a larger 'wave' of people at specific times for small functions and events, and more frequent comings and goings with regard to the consented commercial use.

## 8.4 Effect of extension of hours of operation of commercial activities (food and beverage) not ancillary to marina activities

The proposal seeks to increase the operating hours for commercial activities non-ancillary to the marina activity from 2200 hours to 0000 hours. A condition of consent is volunteered to ensure that the commercial activities that can operate up to 0000 hours are limited to commercial activities involved with the sale of food and beverages only. Under condition 41(b)i, there is no limit on the number of food and beverage outlets, however only four can be licensed.

### 8.4.1 Noise related effects

An acoustic report by Acoustic Engineering Services is provided with the application and is appended as Attachment [H]. The acoustic report considered operational noise associated with the increase in hours of operation.

The acoustic report notes that modelling of increased operating hours for non-commercial activities (the assumption of up to four food and beverage tenancies) operating after 2200 hours until 0000 hours will only generate low-level noise and are not expected to result in any notable noise effects on nearby sites. The report also notes noise received from nearby sites as a result of increased hours of operation are expected to be less than 40  $L_{Aeq(15\text{ min})}$ , complying with existing consent condition 28 and PDP standards.

The acoustic expert recommends that a Noise Management Plan be developed for any hospitality tenancy expected to operate late into the night until 0000 hours, including managerial measures including limiting large congregations outdoors after 2000 hours and prevention of antisocial behaviours in the carpark or around the buildings. This advice is accepted, and a condition of consent is volunteered in this regard.

With regard to noise from vehicle movements, noise modelling results indicates that noise received will be approximately 42  $L_{Aeq(15\text{ min})}$  at the façade of Element Escape Marina Apartments, and 45  $L_{Aeq(15\text{ min})}$  at the site

boundary, exceeding the limits of condition 28 and PDP standards. The acoustic report however notes that noise effects are expected to be minimal, given the existing elevated traffic noise levels at this location generated from SH6A.

Overall, based on the expert assessment in the acoustic report, the increased hours of operation from the permitted maximum of four non-ancillary commercial food and beverage operations will not result in adverse effects that are more than minor with regard to noise effects.

## 8.5 Effect of enabling 'temporary functions and events'

With regard to the effects arising from temporary small-scale events, the marina infrastructure is well set up to cater for small scale functions and events, and adverse effects are considered in full in the following section. Chapter 35 of the PDP identifies a range of relevant matters when considering the effects of temporary functions and events at the marina. These have been used below to structure the assessment of environmental effects.

### 8.5.1 Nature and scale of the temporary functions and events

Rule 35.4.5 enables seven temporary events per site per annum as a permitted activity provided that the total number of attendees do not exceed 500 persons. This forms part of the permitted baseline.

The proposal seeks to limit the temporary events to the four eastern-most floating sheds, and limit the number of attendees to a maximum of 150 persons (including staff). In practice, it is likely most events would not approach the 150 persons maximum, however this number provides operational flexibility. Functions and events will be small in scale, and the marina infrastructure is already very well set up to cater for a large number of small-scale events limited to less than 150 people.

The proposal seeks to conduct temporary functions and events throughout the year, but which will not individually exceed 3 calendar days in a year. The permitted baseline is relevant in this case as Rule 35.4.5 permits temporary activities which do not exceed 3 calendar days in a year provided it complies with all other standards. It must be recognised that the marina will not realistically be used for functions and events on a continuous basis every day of the year, even if the consent conditions theoretically provided for that. The request for 365 days of the year means the applicant has operational flexibility to use the four floating sheds as a function / conference space across the calendar year.

The location of the four eastern-most floating buildings is more discrete than the rest of the marina floating building structures, because they are screened from the car park and road / surrounding properties by the five land based buildings, as can be seen in Figure 1. The floating buildings are fit for purpose as the internal walls of the four floating buildings can be removed or added to provide spaces appropriate for the scale of the events.

In summary, the physical infrastructure of the marina is well set up to cater for regular small scale events, and the proposed change will enable this without resulting in adverse effects on the environment.

### 8.5.2 Hours of operation

Noise effects are considered in full in section 8.5.5 and Attachment [H], and Traffic effects are considered in section 8.6 below.

Rule 35.4.5 of the PDP provides for temporary events to operate between the hours of 0800-0000 in the Rural Zone. The proposed changes to noise conditions therefore corresponds with the anticipated hours for temporary events in the Rural zone, as the majority of the marina (the floating sheds where the temporary events are proposed to be held) is located in the Rural zone.

While it is accepted that the PDP provisions limit event numbers to seven per annum, and the proposal does not include a strict limit on the number of events, the practical reality is that the marina would not be used for functions and events on a continuous basis, and the comparison illustrates that hour of 0800 – 0000 are not unusual for temporary events in the Rural zone.

Please refer to section 8.5.5 and Attachment [H] for a full assessment of noise effects.

### 8.5.3 Rubbish disposal / waste management

Rubbish / litter collection as part of temporary events will be provided by event organisers. The events are small in scale and waste management is readily provided for by event organisers. In addition, rubbish receptacles are provided for throughout the marina itself.

### 8.5.4 Sanitary facilities

The marina already has a purpose-built toilet block located adjacent to the car park, which includes mobility accessible facilities. This is accessible for temporary events and functions and ensures that sanitary facilities are available at all times.

### 8.5.5 Noise related effects

The use of the floating sheds for small scale functions and events will result in noise from 'comings and goings' associated with entry and exit to the site, and background music and noise from the temporary events and functions themselves. An acoustic report by Acoustic Engineering Services is provided with the application and is appended as Attachment [H].

The existing resource consent imposes condition 28 which manages noise on the site:

**Noise**

28. The consent holder shall ensure that the activities be so conducted that the following noise limits are not exceeded at, or within, the boundary of any residential site in the Low Density Residential Zone:

daytime (08:00 – 20:00)	50 dB $L_{Aeq(15\text{ min})}$
night-time (20:00 – 08:00)	40 dB $L_{Aeq(15\text{ min})}$
night-time (20:00 – 08:00)	70 dB $L_{AFmax}$

With regard to the proposed temporary events, the acoustic report modelling results confirms that the noise levels received at all nearby sites, are expected to be less than 40dB  $L_{Aeq(15\text{ min})}$  from event related noise such as background noise and people talking. The floating sheds are also orientated with doors towards the lake, with noise from small scale functions and events escaping out towards the lake rather than towards the nearest residential zonings. The report confirms that noise effects in this regard are expected to be minimal. The applicant volunteers a consent condition to ensure that noise from people and music will comply with the noise limits set out under the PDP and Condition 28a (as varied).

The acoustic report also modelled the prediction of up to 75 vehicles departing the site (as estimated by the Transport Memorandum Attachment [I]) within a 30-minute period after 0000 hours. It is noted that these predictions are a conservative approach, with the event reaching maximum capacity (150 people resulting in 75 vehicles leaving the site), and all guests departing the site at the same time; which is considered to be an unlikely occurrence.

The report confirms that the noise level at the site boundary of 875 Frankton Road (Element Escape Marina Apartments) as a result of vehicles departing the site will be 47  $L_{Aeq(15\text{ min})}$  and decreasing to 42  $L_{Aeq(15\text{ min})}$  at the façade of the building. Noise modelling results show that noise measured between the hours 0000 – 0030 included transient traffic movements on the State Highway (between 46  $L_{Aeq}$  and 50  $L_{Aeq}$ ) and HVAC cowls attached to the sides of the apartment building generating noise of around 80  $L_{WA}$  each. Noise logging results show that the ambient environment is already elevated above the Proposed District Plan noise limits due to transient traffic movements on Frankton Road and noise emitted from external cowls.

As such, the vehicle movement noise associated with the temporary functions and events will exceed the current noise condition limit, but will not result in adverse effects that are more than minor with regard to noise received in adjoining sites.

In summary, noise as a result of the temporary functions and events will be predominantly background music and people talking, and will comply with the noise limits. Conditions of consent are volunteered to ensure that noise can be appropriately mitigated. Vehicular noise is also anticipated from these temporary functions and events, breaching noise limits when vehicles depart between 0000 and 0030. The adverse effects of vehicles leaving the site will be less than minor, as the ambient environment is already elevated above the PDP noise limits and noise limits under condition 28 due to transient traffic movements on Frankton Road and noise emitted from external cowls.

## 8.6 Transport related effects

The receiving environment, being the consented marina includes a 156-bay sealed car park, plus three sealed bus stops on Sugar Lane. The additional hours of operation for food and beverage premises between 2200 and 0000, and additional temporary functions and events will not result in parking effects that are more than minor. The level of provision for carparking is more than adequate to cater for these activities.

The increased hours of operation for the non-ancillary commercial activities (food and beverage) will result in some additional vehicle generation between the hours of 2200 and 0000, however will not result in adverse effects on the transport network that are more than minor. The primary effect arising is from increased vehicular traffic as a result of locals and visitors attending the marina for the temporary functions and events, who would not otherwise normally be attending the marina.

A Transport Memorandum is appended as Attachment [I]. Overall, Mr Bartlett considers that events of 150 persons is likely to have traffic generation of approximately between 50 and 75 vehicles depending on the type of event.

Vehicles are likely to arrive at the site 30 minutes of the event start time, and departing up to 30 minutes after the finish time. Mr Bartlett considers that the current intersection (Sugar Lane with SH6A intersection) is already at capacity and additional vehicle generation from events will have a noticeable impact on traffic generation, particularly against the current traffic flows on SH6A. Mr Bartlett recommends that this effect may be managed through the installation of a signalised intersection, which is proposed by Waka Kotahi but may be a couple of years away.

Commissioners has considered traffic effects of the marina development on State Highway 6A within the original decision RM140061. The development was granted with the following conditions:

11. Prior to the issue of any building consents, the consent holder shall deposit the sum of NZ\$25,000 with the NZ Transport Agency in full monetary consideration of any roading improvements which the NZ Transport Agency deems necessary at the intersection of Sugar Lane and SH6A.

The applicant has paid the financial contribution to Waka Kotahi New Zealand Transport Agency as required by Condition 11. As condition 11 notes, this covers the *“full monetary consideration of any roading improvements which the NZ Transport Agency deems necessary at the intersection of Sugar Lane and SH6A”*.

12. In respect of the SH6A/Sugar Lane intersection:
- a) The consent holder shall liaise with the Queenstown Lakes District Council and the NZ Transport Agency concerning a possible redesign of the Sugar Lane approach to that intersection in order to achieve two exit lanes, one for left turning traffic and one for right turning traffic, with the objective of minimising the extent to which traffic exiting Sugar Lane turning right onto SH6A causes left hand turning traffic to queue and wait to get out onto SH6A;
  - b) The consent holder shall implement such works as are agreed between the consent holder, the NZ Transport Agency and the Queenstown Lakes District Council in order to achieve (a) above. This consent obligations is separate from, and in addition to, the consent obligation under Condition 11 above;
  - c) Any works agreed under (b) above shall be implemented at the expense of the consent holder before the date that Stage 1 of the Marina is completed and ready for occupation and use;
  - d) When designing the works referred to in (b) above, consideration shall be given to road marking a "No Stopping" area opposite the Mantra Marina Apartments access in order that traffic leaving the Mantra Marina Apartments and wishing to turn left onto SH6A is not impeded by vehicles queuing to turn right onto SH6A.
- Note: Implementation of this condition may result in minor amendment of the marina entrance, the provision and/or location of bus stops, and the Landscape Layout Plan

Since the payment to Waka Kotahi was made under condition 11, work has progressed on a wider upgrade of Frankton Road (SH6A) and there is a proposal to signalise the intersection with Sugar Lane as part of the New Zealand Upgrade Programme Queenstown package. This will manage traffic flows in and out of the Frankton marina, including the Sugar Lane intersection.

The applicant volunteers a consent condition to ensure that the temporary events at the marina do not occur prior to traffic signals being implemented at the Sugar Lane and SH6A intersection. It is noted however, that 7 events per calendar year, of up to 500 people maximum, over a period of no more than 3 consecutive days is a permitted activity. NZTA have provided affected party approval on this basis, which is appended as Attachment [J].

Overall, the transport effects of the varied proposal are able to be managed by the existing infrastructure and by the volunteered consent condition that the temporary events (excluding those permitted under the PDP) not occur until signals are installed at the intersection of SH6A and Sugar Lane. Once signals are operational, any adverse effects are considered to be less than minor.

## 8.7 Landscape and visual effects

Part of the site (containing the floating sheds) is located within the Rural Zone (Rural Character Landscape). No additional built form is proposed as part of this application, and no physical changes to any buildings are proposed. The proposal is limited to changing the hours of operation of food and beverage premises, and the use of the four floating sheds for temporary functions and events. No adverse effects on landscape character and visual amenity will result.

## 8.8 Effects on cultural values

Effects on cultural values were carefully considered by independent commissioners as part of the original decision to approve the marina and conditions of consent were imposed to address matters raised in submissions. The proposal will not result in adverse effects on cultural values, as the proposal is limited to extending the hours of operation of food and beverage premises by two hours, and temporary functions and events held within the four



already built floating sheds. It is also noted that Chapter 39 Wahi Tupuna does not list the activity proposed by this application as a threat to cultural values. The recent variation to enable non-ancillary commercial activity (RM230234) also received approval from Aukaha and Te Ao Marama Inc. Overall, no adverse effects are anticipated with regard to cultural values as no built form is proposed and the variation relates to hours of operation and noise, which will not affect Lake Wakatipu.

## 8.9 Effects relating to Queenstown Airport Outer Control Boundary

The marina is located within the Outer Control Boundary however no physical works are proposed, and the change to enable an increase in hours for the non-ancillary commercial activity (food and beverage) and to undertake temporary functions and events does not relate to an Activities Sensitive to Aircraft Noise (ASANs).

Activity Sensitive To Aircraft Noise (ASAN) / Activity Sensitive to Road Noise	Means any residential activity, visitor accommodation activity, residential visitor accommodation activity, homestay activity, community activity and day care facility activity as defined in this District Plan including all outdoor spaces associated with any education activity, but excludes activity in police stations, fire stations, courthouses, probation and detention centres, government and local government offices.
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No adverse effects on the operation of the airport from reverse sensitivity effects are anticipated.

## 8.10 Signage related effects

The existing resource consent makes provision for signage in conditions 26 and 27. No changes are proposed to these conditions. In summary, no new signage is proposed as part of this variation, and conditions 26 and 27 do not require changing. It is also noted that signage for Temporary Events is permitted activity under Rule 31.4.2 provided it complies with relevant standards. Overall, no adverse effects with regard to signage will arise.

## 8.11 Summary with regard to environmental effects

Overall, the adverse effects of enabling the extension of hours of operation for non-ancillary commercial food and beverage premises will be less than minor particularly with regard to noise and traffic effects. A condition of consent is volunteered to ensure that food and beverage premises that do operate between 2200 – 0000 adopt a Noise Management Plan.

In terms of the temporary functions and events, the adverse effects with regard to noise is considered to be less than minor, given the noise levels within the existing environment (SH6A). A condition of consent is volunteered to ensure that no amplified sound occurs during these events. A condition of consent is also volunteered to ensure that the proposed events operating up to 365 days in a year does not occur prior to traffic signals being implemented at the Sugar Lane and SH6A intersection. Overall, the effects of the proposal can be adequately mitigated through volunteered conditions and management plans, and the adverse effects overall will be less than minor.

## 9. Public Notification Assessment

### 9.1 Public notification tests

#### Step 1 – Mandatory public notification

- We are not requesting public notification of the application.
- Provided a request is reasonable, we are unlikely to refuse to provide further information or refuse the commissioning of a report under Section 92(2)(b) of the Act.
- The application does not seek to exchange recreation reserve land under section 15AA of the Reserves Act 1977.

Accordingly, mandatory public notification of the application is not required.

#### Step 2 – Public notification precluded

- Public notification is not precluded by any rule or national environmental standard.
- The proposal is not a controlled activity, a restricted discretionary/discretionary subdivision or a residential activity, or a boundary activity as defined by section 87AAB.
- The proposal is not a prescribed activity. Accordingly, public notification of the application is not precluded.

#### Step 3 – If not precluded by Step 2, public notification is required in certain circumstances

- Public notification of this application is not specifically required under a rule or national environmental standard.
- A consent authority must publicly notify an application if it decides under s95D(8)(b) that the activity will have or is likely to have adverse effects on the environment that are more than minor. The assessment in section 7 concludes that adverse effects will be less than minor.

#### Step 4 - public notification in special circumstances

- In this case it is considered that no special circumstances exist.

### 9.2 Limited notification

#### Step 1: Certain affected groups and affected persons must be notified

The site is within a Statutory Acknowledgement Area under the Ngai Tahu Claims Settlement Act and consultation was undertaken as part of the original marina development consent in 2014 and more recently with regard to the commercial use consent (RM230234). No additional consultation is considered required as the proposal is limited to the hours of operation and activity conducted within the marina floating sheds, which have a similar nature to

commercial activities, which was considered as part of the original application and RM230234 and no physical works are proposed.

Step 2: If not required by step 1, limited notification precluded in certain circumstances

Limited notification is not precluded under step 2.

Step 3: If not precluded by step 2, certain other affected persons must be notified

There are no persons considered to be affected at a minor or more than minor scale by the proposed activity.

Step 4: Further notification in special circumstances

There are no special circumstances considered relevant to this application.

It is therefore requested that this application be processed on a non-notified basis.

## 10. Policy Framework

### 10.1 Operative Regional Policy Statement

The Operative Regional Policy Statement 1998 (ORPS) was revoked on 15 March 2021.

<https://www.orc.govt.nz/plans-policies-reports/regional-plans-and-policies/otago-regional-policy-statements>

### 10.2 Partially Operative Regional Policy Statement (2019)

The ORC notified its Proposed Regional Policy Statement (“PORPS”) on 23 May 2015. Decisions were released on 1 October 2016. The ORC made part of the PORPS partially operative on 15 March 2021.

Of relevance are the objectives and policies in Part B Chapter 5 which are titled *‘People are able to use and enjoy Otago’s natural and built environment’*.

The proposal is consistent with Policy 5.1.1 which seeks to maintain or enhance access to the natural environment. The proposed variation will enable greater use of the existing marina infrastructure, and enable more of the public to enjoy the marina / lake environment.

The proposal is also consistent with Policy 5.3.2 relating to managing the distribution of commercial activities.

**Policy 5.3.2 Distribution of commercial activities**

Manage the distribution of commercial activities by:

- a) Enabling a wide variety of commercial, social and cultural activities in central business districts, and town and commercial centres;
- b) Enabling smaller commercial centres to service local community needs;
- c) Restricting commercial activities outside of a) and b) when such activities are likely to undermine the vibrancy and viability of those centres;
- d) Encouraging the adaptive reuse of existing buildings.

The marina is identified as a neighbourhood centre in the QLDC spatial plan, and the proposed variation will help achieve the Frankton marina area become a more vibrant small scale commercial centre servicing local community needs. Overall, the proposed variation to enable extended hours of operation for food and beverage premises and to hold temporary events at the marina is consistent with the limited number of relevant objectives and policies of the PORPS.

### 10.3 Proposed Regional Policy Statement (2021)

A new Proposed Regional Policy Statement 2021 has also recently been notified for submission. As this new Proposed Regional Policy Statement 2021 is only at the very early stages, it is accorded limited weight.

UFD-P5- covers commercial activities:

**UFD-P5 – Commercial activities**

Provide for commercial activities in urban areas by:

- (1) enabling a wide variety and scale of commercial activities, social activities and cultural activities in central business districts, town centres and commercial areas, especially if they are highly accessible by public transport and active transport,
- (2) enabling smaller local and neighbourhood centres and rural settlements to accommodate a variety of commercial activities, social activities and cultural activities of a scale appropriate to service local community needs,
- (3) providing for the expansion of existing areas or establishment of new areas identified in (1) and (2) by first applying UFD-P1 and UFD-P2, and
- (4) outside the areas described in (1) and (2), allow for small scale retail and service activities, home occupations and community services to establish within or close to the communities they serve.

The proposal is consistent with this policy as the physical buildings are already in place and the proposal will 'enable a wide variety and scale of commercial, social and cultural activities' at the Frankton Marina. The Frankton marina is highly accessible to public transport (Frankton Road bus route, possible water ferry service) and active transport (Frankton Track). The Marina is also identified as a future neighbourhood centre in the QLDC spatial plan.

With regard to the objectives and policies relating to water and the natural environment, no new built form is proposed, and no adverse effects on Lake Wakatipu on natural environmental values will result from enabling a more diverse range of commercial activities within the existing buildings. As such the proposal is consistent with the Proposed Otago RPS (2021)

## 10.4 Operative District Plan

The Operative District Plan is now considered to have limited relevance given the advanced stage of the PDP and the very small number of appeals remaining to the PDP Rural Zone and Informal Recreation zone in which the marina is now located. These zones replace the ODP Rural General and Low Density Residential. While there is no provision to treat these new PDP objectives and policies as operative, it is considered they should be afforded less weight given the advanced state of the PDP. In addition, the rules relating to Temporary Activities in the PDP are now resolved.

The Commissioners on RM140061 found the proposal as a whole to be consistent with the ODP objectives and policies. The varied proposal to enable longer hours for commercial activity and temporary functions and events which will make the marina a more vibrant environment, does not change that conclusion.

## 10.5 Proposed District Plan

It is noted that the Marina consent RM140061 was approved prior to the notification of the PDP. At the strategic level, a number of objectives and policies are relevant. These are set out below with a comment in relation to each.

### 10.5.1 Strategic Directions (Chapter 3)

<p><b>3.2.1 The development of a prosperous, resilient and equitable economy in the District.</b></p>	<p>Enabling extended hours of operation for food and beverage premises and enabling temporary functions and events at the marina will contribute towards a prosperous, resilient and equitable economy in the District. The Frankton marina will become a busier, more vibrant location and allow for people to provide for their social and economic well being.</p>
<p><b>3.2.1.1 The significant socioeconomic benefits of well-designed and appropriately located visitor industry places, facilities and services are realised across the District.</b></p>	<p>The Frankton Marina is very well designed and appropriately located to be a place for visitor industry given its picturesque location adjoining the trails and Lake Wakatipu. Tourism operators such as KJet already operate from the marina. Enabling extended hours of operation for food and beverage premises and enabling temporary functions and events at the marina will contribute to a well-designed visitor industry place.</p>
<p><b>3.2.1.5 Local service and employment functions served by commercial centres and industrial areas outside of the Queenstown and Wānaka town centres, Frankton and Three Parks, are sustained.</b></p>	<p>The Frankton Marina adjoins the Business Mixed Use Zone on Sugar Lane; this forms part of the receiving environment. The marina is also identified as a future Neighbourhood Centre in the QLDC Spatial Plan. The extended hours of operation of food and beverage premises will not compete with local service and employment functions served by other large commercial centres and industrial areas outside of the Queenstown and Wanaka town centres, Frankton and Three Parks.</p>

<b>3.2.1.6 Diversification of the District's economic base and creation of employment opportunities through the development of innovative and sustainable enterprises.</b>	Enabling temporary events at the marina will allow for the diversification of the District's economic base, and provide employment opportunities relating to event operation.
<b>Objective 3.2.3 and Policies 3.2.3.2 relate to the quality of the built environment and ensuring that built form integrates well with its surrounding environment.</b>	It is noted that the built form of the marina has already been approved and constructed. No additional built form is proposed as part of this application.
<b>Objective 3.2.4 and Policies 3.2.4.1-3.2.4.7 relate to the protection of natural environments and ecosystems in the district.</b>	

## 10.5.2 Urban Development (Chapter 4)

<b>Policy 4.2.1.2 Focus urban development primarily on land within and adjacent to the existing larger urban areas and, to a lesser extent, within and adjacent to smaller urban areas, towns and rural settlements.</b>	The floating sheds are located just outside the urban growth boundary however these are already consented and constructed. No new built form is proposed, just a change of the hours of operation and to enable temporary events and functions to operate at the marina. As such the proposed activity is considered to be consistent with this policy.
<b>Policy 4.2.1.3 Ensure that urban development is contained within the defined Urban Growth Boundaries, and that aside from urban development within existing towns and rural settlements, urban development is avoided outside of those boundaries</b>	
<b>Policy 4.2.2.4 Encourage urban development that enhances connections to public recreation facilities, reserves, open space and active transport networks.</b>	
	The flexible use of the floating sheds for temporary events will provide a more socially and commercially vibrant marina which enhances connections to Lake Wakatipu and along the Frankton Trail.

## 10.5.3 Rural (Chapter 21)

<b>21.2.1 Objective - A range of land uses, including farming are enabled while:</b> <b>a. Protecting the landscape values of Outstanding Natural Features and Outstanding Natural Landscapes;</b> <b>b. Maintaining the landscape character of Rural Character Landscapes and maintaining or enhancing their visual amenity values;</b> <b>c. Maintaining or enhancing amenity values within the rural environment; and</b> <b>d. Maintaining or enhancing nature conservation values.</b>	No new built form is proposed as part of the application which relates to hours of operation and noise. The floating sheds and marina itself have already been assessed against ODP Rural General objectives and policies, and associated landscape and nature conservation values were also been thoroughly considered as part of RM140061. The proposal is consistent with the objective.
<b>Policy 21.2.1.10 Commercial activities in the Rural Zone should have a genuine link with the rural land or water resource, farming, horticulture or viticulture activities, or recreation activities associated with resources located within the Rural Zone.</b>	The proposed temporary events within the sheds have a genuine link with the water resource, specifically relating to the Frankton Marina particularly recreation activities located in this area.
<b>Policy 21.2.1.11 Provide for the establishment of commercial, retail and industrial activities where these would protect, maintain or</b>	The buildings have already been constructed and associated rural character, amenity values and landscape values have been

<p><i>enhance rural character, amenity values and landscape values.</i></p>	<p>thoroughly assessed through RM140061. The change to allow temporary events and extended hours of operation for food and beverage premises will maintain the character, amenity values and landscape values of this marina area.</p>
<p><b>Policy 21.2.1.15 Ensure traffic from new commercial activities maintains:</b>  <b>a. the safe and efficient operation of the roading and trail network; and</b>  <b>b. access to public places.</b></p>	<p>Traffic effects have been assessed in the body of this report. A carparking area sufficient to accommodate for the commercial activities the Frankton Marina has been approved under RM140061. A condition of consent is volunteered with regard to the temporary events for up to 365 days per year and the upgrade of the Sugar Lane and SH6A intersection. As such, no additional traffic effects are anticipated and the safe and efficient operation of the roading and trail network, and access to public places are maintained.</p>
<p><b>Policy 21.2.1.16 Provide for a range of activities that support the vitality, use and enjoyment of the Queenstown Trail and Upper Clutha Tracks networks on the basis that landscape, visual amenity and nature conservation values are protected, maintained or enhanced, and established activities are not compromised.</b></p>	<p>The proposal to vary the hours of operation of food and beverage premises, and to hold temporary events within four floating sheds will provide for a range of activities that support the vitality, use and enjoyment of the Te Araroa Trail. By enabling the proposal, it will enhance the marina and provide a more socially and commercially vibrant marina, whilst maintaining landscape, visual amenity and nature conservation values.</p>
<p><b>21.2.4 Objective - Situations where sensitive activities conflict with existing and anticipated activities are managed to minimise conflict between incompatible land uses.</b></p>	<p>Consent conditions controlling the hours of operation and conditions which limit the maximum number of people for temporary events in the floating sheds mitigate the effects of activities where reverse sensitivity could occur. A Noise Management Plan will also be implemented for the food and beverage premises which forms part of the volunteered consent conditions. Subject to compliance with conditions, the proposal is considered to be consistent with this objective.</p>
<p><b>21.2.4.2 Control the nature, scale and location of activities seeking to establish in the Rural Zone, so as to minimise conflict with permitted and established activities, that may be incompatible with those activities.</b></p>	<p>The sheds have a small footprint area and are small in nature and scale. The location is appropriate being within the Frankton Marina as assessed under RM140061. The temporary events will be small in nature and scale when compared to the permitted baseline for temporary events. Conflicts can be minimised and incompatible activities are managed through conditions of consent such as hours of operation and limiting the maximum number of people at events and Noise Management Plan for hospitality premises at the floating sheds operating up to 0000hrs.</p>

#### 10.5.4 Temporary Activities and Relocated Buildings (Chapter 35)

<p><b>35.2.1 Objective – Temporary Events and Filming are encouraged and are undertaken in a manner that ensures the activity is managed to minimise adverse effects.</b></p>	<p>The objective is to encourage temporary events that are undertaken in a manner that minimises adverse effects. The marina buildings</p>
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	provide a unique location and opportunity for small scale events where the adverse effects can readily be managed.
<b>35.2.1.1 - Recognise and encourage the contribution that temporary events and filming make to the social, economic and cultural wellbeing of the District's people and communities.</b>	The applicant recognises the contribution that temporary events can make to the social, economic and cultural wellbeing of the District's people and communities, particularly at the marina location.
<b>35.2.1.2 - Permit small and medium-scale events, subject to controls on event duration, frequency and hours of operation. .</b>	The proposed temporary events fall within the majority of the permitted activity controls; however, a greater number of events is sought that permitted under the rule which provides for up to seven events.
<b>35.2.1.3 - Recognise that purpose-built event facilities are designed to cater for temporary activities.</b>	The proposed marina was built with events in mind, with the floating sheds in particular being able to be configured to provide for functions.
<b>35.2.1.4 - Recognise that for public spaces, temporary events are anticipated as part of the civic life of the District.</b>	The marina is a public place and temporary events are anticipated in this area.
<b>35.2.1.5 - Require adequate infrastructure, waste minimisation, traffic management, emergency management, security, and sanitation facilities to be available to cater for anticipated attendants at large-scale temporary events and filming.</b>	The marina location has the necessary infrastructure in place, including waste bins, permanent toilets, a large car park and existing consent conditions controlling noise.
<b>35.2.1.6 - Ensure temporary activities do not place an undue restriction on public access.</b>	The use of the marina for events will not restrict public access through the marina which will be maintained at all times.
<b>35.2.1.7 - Recognise that noise is an anticipated component of temporary events and filming, while protecting residential amenity from undue noise during night-time hours.</b>	Existing noise conditions associated with traffic from SH6A and the HVAC cowl attached to apartment buildings already exceed the noise thresholds. The proposed event activity including traffic noise will not result in adverse effects on residential amenity. The unique marina location means that noise effects are distant from the nearest residential properties.
<b>35.2.1.9 -Require all structures associated with temporary events and filming to be removed at the completion of the activity, and any damage in public spaces to be remediated.</b>	The structures are already in place, being the marina buildings. From time-to-time temporary structures may be required however this is considered unlikely. Any temporary structures will be removed in due course as part of the event pack down.

### 10.5.5 Informal Recreation (Chapter 38)

It is noted that the floating sheds *are not* located within the Informal Recreation Zone. Only a portion (approximately two thirds) of the floor area of the land-based buildings is located within land zoned Informal Recreation Zone. The relevant objectives and policies of the Informal Recreation Zone has been considered as part of previous resource consent applications, and mainly relate to commercial activities as it relates to the recreation zone. Of particular relevance to this proposal is Policy 38.2.4.2 which states the following:



**38.2.4.2 Recognise and provide for the maintenance and enhancement of public access to, and enjoyment of, the margins of lakes and rivers, particularly where access and enjoyment is compatible with protecting the natural character and nature conservation values of those lakes and rivers.**

The proposed extended hours of operation and temporary events will provide for the maintenance and enhancement of public access and enjoyment of the margins of Lake Wakatipu, whilst protecting the natural character of the Lake. Overall, the proposal is consistent with Chapter 38 of the PDP.

## 10.7 Kai Tahu ki Otago Natural Resource Management Plan 2005

The Kai Tahu ki Otago Natural Resource Management Plan 2005 is an iwi management plan that is recognised by the iwi authority, being Te Rūnanga o Ngāi Tahu. The management plan contains objectives and policies relating to cultural landscapes, wai Māori and biodiversity that are relevant to the applications. Objectives and policies relating to wāhi tapu sites are also relevant. This plan does not appear to have been changed since the original marina consent decision RM140061.

At a high level, no physical changes are proposed, and no adverse effects on the natural environment will arise, which is a large focus of the 2005 natural resource management plan. The proposal will enable a more vibrant and busier marina environment, with extended hours of operation and temporary events. The variation will enable a broader range of the public to attend the marina and enjoy the environment that has been created. Furthermore, as the physical works are all now completed, there will be no change with regard to the discharge of contaminants or management of aquatic pest plants, for example, as a result of the varied proposal.

## 11. Other Matters

No other relevant matters have been identified.

## 12. Consultation

Consultation with Waka Kotahi is being conducted and correspondence will be provided upon receipt. No additional consultation with Aukaha and Te Ao Marama Inc is considered necessary. No consultation has been conducted with any adjoining property owners.

## 13. Conclusion

The proposed extended hours of operation for commercial activities (food and beverage premises) and temporary functions and events will achieve the purpose of sustainable management under section 5 of the RMA by enabling the applicant and community to provide for their social and economic well-being through making the marina a

more vibrant place both socially and commercially, while at the same time avoiding, remedying and mitigating adverse environmental effects.

## Attachments

- [A] Form 9
- [B1] – [B3] Records of Title
- [C] Decision on RM140061
- [D] Consent Order ENV-2015-CHC-22
- [E] Variation decision RM170894
- [F] Variation decision RM181250
- [G] Variation decision RM230234
- [H] Acoustic Report – Acoustic Engineering Services
- [I] Transport Memorandum – Bartlett Consulting
- [J] Affected party approval – NZTA Waka Kotahi

**APPENDIX 4 – ACOUSTIC ASSESSMENT PEER REVIEW**

**ACOUSTIC REVIEW****APPLICATION REFERENCE: RM230978****FROM: Nick Craven****TO: Georgie Hadfield****DATE: 30 January 2024**

<b>Applicant:</b>	Lakes Marina Projects Limited
<b>Application:</b>	Operate a commercial activity from four existing buildings, being use of the buildings as an event venue for up to 365 nights per annum
<b>Location:</b>	Frankton Marina
<b>Zoning:</b>	<b>Informal Recreation Zone, Rural Zone (PDP) Rural General Zone, LDSR (ODP)</b>
<b>Activity Status:</b>	non-complying

## 1. SUMMARY OF PROPOSAL AND SITE DESCRIPTION

Consent is sought for an increase in commercial activity within Frankton Marina. Activities include an extension in hours of commercial activities non-ancillary to the marina until midnight, and the enablement of temporary events, mostly conferences and business functions, within the four eastern-most floating buildings with a maximum attendance of 150 people.

I have been engaged to provide a peer review of the Acoustic Report by Acoustic Engineering Services Ltd No AC23237 – 02 – R1 dated 27 November 2023.

I have reviewed the Acoustic report (labelled Appendix H within the application documents). The Acoustic assessment identifies non-compliance with Proposed District Plan (PDP) noise limits for:

- noise from vehicles arriving and departing from the carpark

The submitted Acoustic report includes a brief description of the proposal, the site and locality in Section 1 entitled “*Background*”. I agree with the descriptions of the site and proposal.

## 1. PEER REVIEW

An assessment has been provided at all Sections (1 to 6) of the application’s Acoustic Report. The report is clear and well presented. I agree with the general methodology and conclusion that non-compliance with PDP noise limits is expected. However, I make the following observations:

### Acoustic Criteria

The report presents a range of criteria drawn from the following sources:

- QLDC Proposed District Plan (PDP)
- New Zealand Standard NZS 6802:2008
- World Health Organisation Guidelines for Community Noise, 1999

All of these documents present noise criteria for the nighttime period in terms of both time averaged noise levels (ranging from 40 to 45 dB  $L_{Aeq}$ ) and maximum noise levels (ranging from 60 to 75 dB  $L_{AFmax}$ ). In each case, the recommended  $L_{Amax}$  criteria are in 15 to 35 dB higher than the corresponding  $L_{Aeq}$  level. Notably, the PDP presents  $L_{Amax}$  limits for the rural and business mixed zones but not for the low density suburban residential or informal recreation zones.

Consideration of both types of noise indicators is recommended by NZS 6802:2008 which states ‘where sleep protection is required, a  $L_{max}$  ( $L_{AFmax}$ ) noise limit should be set in addition to a LEQ ( $L_{Aeq(t)}$ ) noise limit.’

I note that the AES report only presents the  $L_{AFmax}$  criteria from the PDP, and omits the corresponding  $L_{AFmax}$  criteria presented in NZS 6802:2008 and the WHO 1999 guidelines. Similarly, the subsequent AES assessment only considers time-averaged levels ( $L_{Aeq}$ ), with no analysis or commentary provided for  $L_{AFmax}$  levels.

For the types of noise considered in the assessment (vehicles arriving and departing from the car park, voices together with background music) I would expect the  $L_{AFmax}$  to be typically no more than 15 dB greater than the  $L_{Aeq}$  and on this basis compliance with the  $L_{Aeq}$  criteria would imply compliance with the  $L_{AFmax}$ .

More recent WHO publications from 2018<sup>1</sup> and 2022<sup>2</sup> present relevant guidance on road traffic noise, these strongly recommend reducing noise levels produced by road traffic during nighttime below 45 dB  $L_{night}$ , as night-time road traffic noise above this level is associated with adverse effects on sleep. The indicator  $L_{night}$  is the  $L_{Aeq}$  averaged over the whole nighttime period, and is in this case consistent with the WHO 1999 guidelines but less onerous than the NZS6802:2008 which requires averaging over a shorter period of 15 min.

Whilst I believe that the report should address the points set out above, I do not believe that in this case it is material to the outcome of the assessment.

I note that the Proposed District Plan (PDP) noise limits are typical for New Zealand, but conservative when compared to broader National and International guidance and standards.

## Noise Modelling

I have reviewed the modelling and associated assumptions and agree with the following:

- no duration adjustment is permitted for assessment of nighttime noise
- +5 dB Special Audible Characteristics (SAC) penalty is not required for noise from vehicle movements and customer speech.
- +5 dB Special Audible Characteristics (SAC) penalty is not applicable for music that does not exceed background levels.
- An internal reverberant noise level of 75/80 dB  $L_{Aeq}$  is representative of moderate / high level of occupancy and background music
- Glazing is expected to be the predominant location of noise breakout, assumed to provide an attenuation of 20 dBA.
- Allowing for the doors and windows on the southern sides of the building facing towards Lake Wakatipu to be open
- Background music played through speakers in outdoor areas assumed to be 70 dB  $L_{Aeq}$  at 1 metre.
- Sound power of a speaker may be deduced to be 75 dB  $L_{WA}$  for a raised voice effort, and 68 dB  $L_{WA}$  for a normal voice effort
- Vehicle movement generates a sound power of 85 dB  $L_{WA}$  when travelling at 10 km/hr.
- Vehicles pausing for a short period at the car park barrier is not expected to make an appreciable change to predicted noise levels.
- The method described in Parking Area Noise, 6th Edition produced by the Bavarian State Agency for Environment (2007)

I note the assumptions around:

- Temporary events will have a maximum attendance of 150 people with only background music played
- There will be no loud amplified music
- Up to four food and beverage tenancies operating after 2200 hours with no amplified music or extensive outdoor seating

I understand that the number of vehicle movements in the car park have been advised by traffic specialist firm Bartlet Consulting. Based on the assumed occupancy, these appear to be plausible.

The water of lake will provide a hard reflecting surface, the effect of which I would expect to have been included in the AES noise modelling.

I have performed a number of simplified calculations which provide results that are broadly consistent with AES noise model.

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<sup>1</sup> World Health Organization. Regional Office for Europe. (2018). Environmental noise guidelines for the European Region. World Health Organization. Regional Office for Europe.

<sup>2</sup> Compendium of WHO and other UN guidance on health and environment, 2022 update

### **Noise from temporary events and commercial activities at the buildings**

I note that for all scenarios noise from music and people talking is predicted to meet the PDP limits.

I agree that Special Audible Characteristics (SAC) penalty is not applicable for music and voices when assessed at the Marian Apartments as these will not exceed the background noise level.

Given that noise from events will be compliant with the QDLC noise limits and lower than the existing background levels, I would not expect any adverse effects at the Marina Apartments.

On this basis I consider noise from temporary events and commercial activities at the buildings to be reasonable.

However, I note that should activities take place that are significantly different to those assumed in the AES assessment (eg loud amplified music) then it is possible that the PDP noise limits would be exceeded. I agree with recommendation that all future hospitality tenants should adopt a noise management plan and I recommend that conditions should be provided for this, in addition to limiting noise level from these activities.

### **Noise from vehicles using the carpark and Sugar Lane**

I note that noise from vehicles using the car park is predicted to result in noise levels of up to 49 dB  $L_{Aeq(15min)}$  at the site boundary of Marina Apartments at 875 Frankton Road, and 45 dB  $L_{Aeq(15min)}$ . Whilst this exceeds the PDP noise limits I note that it is compliant with WHO guidelines and comparable, and of similar character, to existing levels of traffic noise due to vehicle movements on Frankton Road.

Similarly, I note that noise from vehicles on Frankton Road (moving at higher speeds) is expected to be higher than noise from traffic on Sugar Lane.

On this basis I consider noise from vehicles using the car park and Sugar Lane to be reasonable.

## **3. CONCLUSION**

### **Overview**

I generally agree with the methodology used for the assessment and the key findings.

### **Acoustic criteria**

The assessment of nighttime noise levels should consider both time averaged noise levels ( $L_{Aeq}$ ) in addition to maximum noise levels ( $L_{AFmax}$ ). However, I note that in this case the averaged noise limit is expected to be the most onerous, and therefore the omission  $L_{AFmax}$  levels is not expected to be material to the outcome of the assessment.

### **Temporary events and other commercial activities**

I agree with the modelling assumptions and note the assumptions around temporary events and other commercial activities (eg there will be no loud amplified music). I note that compliance with the PDP noise limits is expected provided that activities are in accordance with these assumptions.

I agree with recommendation that all future hospitality tenants should adopt a noise management plan.

I consider that noise from temporary events and commercial activities is expected to be reasonable.

I recommend that conditions should be provided to limit noise level from these activities and require a noise management plan.

### **Vehicles using the carpark and Sugar Lane**

I note that noise from vehicles using the carpark and Sugar Lane may exceed the PDP criteria, however it is expected to be compliant with WHO guidelines be comparable in level and character to the existing noise environment. On this basis I consider that noise from vehicles using the carpark and Sugar Lane to be reasonable.

#### 4. SUGGESTED CONDITIONS

If Council decides to grant consent, I recommend the following condition be imposed:

1. The consent holder shall ensure that the noise (rating) level and maximum noise level from plant, music and people, complies with the following noise limits.

Zone sound is received in	Assessment location	Time	Noise Limit
Low Density Suburban Residential Open Space and Recreation Zones	Any point within any site	0800 – 2000 h	50 dB LAeq(15 min)
		2000 to 0800 h	40 dB LAeq(15 min)
Rural Zone	Any point within the notional boundary of a residential unit	0800 – 2000 h	50 dB LAeq(15 min)
		2000 to 0800 h	40 dB LAeq(15 min) 75 dB LAFmax
Business Mixed Use	Any point within any site	0800 – 2200 h	60 dB LAeq(15 min)
		2200 to 0800 h	50 dB LAeq(15 min) 75 dB LAFmax

When measured in accordance with NZS 6801:2008 “Acoustics – Measurement of Environmental Sound” and assessed in accordance with NZS 6802:2008 “Acoustics - Environmental Noise”.

2. Prior to the occupation of each tenancy the consent holder shall prepare and implement a Noise Management Plan. The Noise Management Plan shall include, as a minimum, measures for controlling noisy activities including music, voices and vehicles using the car park. A copy of the Noise Management Plan shall be submitted to Council for their records and shall be implemented at all times during operation of the facility.



**APPENDIX 5 – NOISE MANAGEMENT PLAN**



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File Ref: AC23237 – 03 – D2

## Frankton Marina Events Venue

### DRAFT NOISE MANAGEMENT PLAN

Prepared: 22<sup>nd</sup> February 2024

Version: D2

## 1.0 INTRODUCTION

This Noise Management Plan (NMP) provides methodologies which will ensure that the noise associated with the operation of the events venue located within Frankton Marina in Queenstown is appropriately managed, and that community goodwill is maintained.

As required by the s92 request for the consent (RM230978) issued by Queenstown Lakes District Council via email on the 23<sup>rd</sup> of January 2024, the purpose of this NMP is to control noise and associated adverse effects. This will be achieved by:

- Managing all music sources so they are maintained at a background level.
- Locating all music and associated speakers inside within the floating sheds, except for up to four speakers on the southern sides of the sheds.
- Developing and implementing strategies as set out in this NMP;
- Monitoring and reporting on the effectiveness of the mitigation measures implemented in the NMP; and
- Identifying and implementing alternative or new mitigation measures wherever necessary on an annual basis to ensure the NMP's continued effectiveness and promote continuous improvement.

Those on site should be made familiar with the procedures set down in this NMP and should be required to abide by these procedures to ensure that noise does not unreasonably disturb neighbours.

## 2.0 ACTIVITY DESCRIPTION

As outlined in RM230978, small scale temporary functions and events will be hosted within the four eastern-most floating buildings (floating building 14 – 17 – ‘event venue’) located in Frankton Marina.

Events are limited to the following:

- A maximum capacity of 150 people (including staff) at any one time
- A maximum duration of 3 consecutive calendar days (excluding set up and pack down)
- Operating hours of between 0800 – 0000 (midnight). Set up and pack down outside of these hours is permitted.

Carparking is provided by the existing Frankton Marina carpark, which is accessed via Sugar Lane off Frankton Road (State Highway 6A). The location of the four eastern-most floating buildings is shown in figure 2.1 below. A picture of the four floating buildings is shown in figure 2.2.

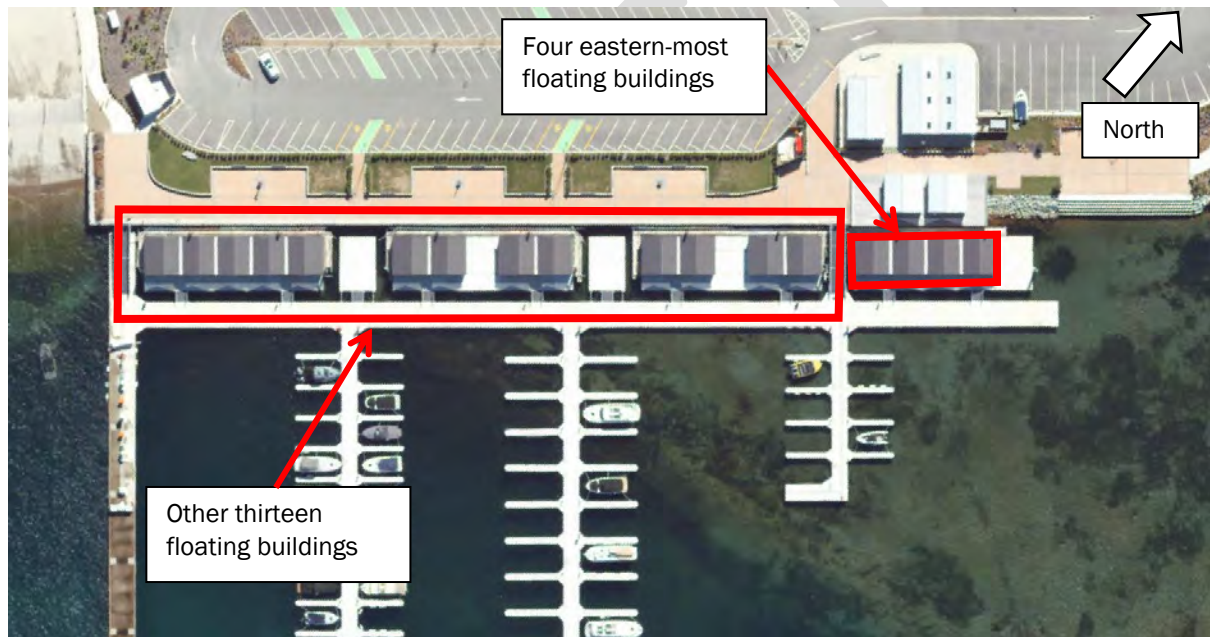


Figure 2.1 – Site Plan



Figure 2.2 – Four eastern-most floating buildings

### 3.0 NOISE CONTROL MEASURES

The following mitigation and management measures are to be adopted to ensure the noise impacts on neighbouring properties are minimised as far as practicable.

#### 3.1 General noise management measures

The following general management noise measures will be followed:

- Music is to be limited to background levels only, and no live music performances or amplified music are permitted inside or outside the event venue. The Applicant will ensure that any users of the venue are aware of this through any website advertising the venue, and in marketing material and booking information to customers.
- There are no operable doors and windows on the northern side of event venue.
- Outdoor speakers can only be located on the southern sides of the floating buildings facing towards Lake Wakatipu, limited to up to one speaker per building (a maximum of four). Music is limited to a background level of 70 dB  $L_{Aeq}$  at 1 meter, measured in front of the speaker. Outdoor speakers shall be calibrated as outlined in section 4.0.
- Indoor speakers also to be limited to a level of 70 dB  $L_{Aeq}$  at 1 meter, and a maximum of up to four for the event venue. Indoor speakers shall be calibrated as outlined in section 4.0.
- Visitors to the site and departees shall be made aware of the noise sensitive nature of the surrounding area by way of appropriate worded notices in outdoor areas, and at exit points of the floating buildings.

- Guests using outdoor areas such as the small deck area outside the buildings shall be discouraged from engaging in activities which generate excessive noise levels, such as shouting or loud singing. Guests who engage in such behaviour shall be requested to keep noise to a reasonable level within the outdoor area or move indoors.
- The number of guests on the pontoon on the eastern side of the sheds shown in figure 3.1 below is to be limited to 20 at any one time.



**Figure 3.1 – Floating pontoon to the east of the floating buildings**

- Staff leaders should discourage congregation of people in public areas directly adjacent to the premises such as in the carpark, except for timely taxi pick-ups.

### 3.2 Noise from vehicles

Vehicles entering the site via Sugar Lane comply with the speed limit of 20 km/hr. Vehicles will also be associated with set up and pack down activities. Noise from vehicles should also be minimised as follows:

- Idling of vehicles, or antisocial behaviour (i.e., unnecessary revving) within the Frankton Marina carpark for extended periods of time will be discouraged.

### 4.0 NOISE MEASUREMENTS

Noise measurements are required to calibrate indoor and outdoor speakers for background music. This section will outline a suitable methodology so measurements can be conducted by a member of staff at Frankton Marina.

Calibration noise measurements should be undertaken before any temporary functions / events are held at the events venue. Speakers should be checked / recalibrated every month, or in the event of a noise complaint from an adjoining site.

These measurements shall be undertaken in general accordance with NZS 6801:2008. As a general guide, the following measurement procedures should be followed:

- A Class 2 or higher sound level meter shall be used to undertake measurements, which can measure A-weighted fast response values.
- Measurements should be avoided when it is raining, or the wind speed is high. There should be no intrusive background noise apart from the speaker being calibrated.

- Measurement locations should be in front of and 1 meter away from the speaker, with no other background noise sources. If measurements cannot be carried out at least 3.5 metres away from a reflective wall, 3 dB may be removed to give an approximation of the free field incident noise level.
- The sound level meter should be measuring dB with an A frequency weighting (i.e. dBA) and on the fast setting.
- The measurement period shall be long enough that a representative value is obtained, and the noise level is relatively stable. This may not take very long for a relatively stable source such as pre-recorded background music. Where there is variation in the measured level, the amount of variation and maximum levels shall be recorded.
- Records shall be kept of all noise calibration results.

Indicative noise levels may also be obtained using a measurement app on a smart phone and would be an acceptable method to obtain approximate levels. The accuracy of a measurement app is unknown and would likely differ from each device, although it would provide an easy and accessible approach to the noise monitoring. A single device should be used for all measurements to reduce any variables in the process. The device's make and model and the app used will be noted with the monitoring records. Ideally an exercise would be conducted initially where the results of the app were compared directly with those of a more conventional sound level meter, to provide some insight into the likely accuracy of the app over various noise types and levels moving forward.

## 5.0 MANAGEMENT PROCEDURES

A staff leader shall be appointed as a Noise Liaison Officer. This person will be responsible for implementation of the Noise Management Plan and ensuring the mitigation strategies outlined above are adopted by all staff, occupants, and visitors.

The Noise Liaison Officer will also have the following responsibilities:

- Ensure all management and staff personnel are aware of the instructions contained in the Noise Management Plan and of their responsibilities to control noise emitted from the event venue.
- Ensure the timely and orderly departure of patrons at the closure of functions / events, and that staff should clean up, lock up and leave as quietly as possible.
- Advise people when arriving and leaving the venue to have consideration to adjoining properties. Make sure that signs stating this are displayed at the exit doors of the floating buildings.
- Discouragement of vehicles idling on site.
- On-site supervision to ensure people do not linger in the Frankton Marina carpark or other public areas adjacent to the events venue.
- Reminders at staff meetings of the surrounding noise-sensitive environment (could be included as part of safety/emergency briefings).
- Details of complaints procedures (detailed in section 6.2) and the responsibilities of a Noise Liaison Officer.

The Noise Liaison Officer shall also act as the nominated local residents' liaison person who is available at all times. The function of the residents' liaison person shall be to respond to any complaints in relation to the effects of the exercising of this consent. The local residents' liaison person shall endeavour to deal with any issue immediately.

Noise Liaison Officer:

Name:

Contact Phone Number:

Hours of Contact:

## **6.0 COMMUNITY RELATIONS AND COMMUNICATION**

It is essential that consideration is given to those likely to be affected by noise from activities associated with the events venue. The value of maintaining community goodwill should be emphasised at both management and staff levels. Periodically the issue of community goodwill should be raised at staff meetings, and the benefits of maintaining a good relationship with the community examined, along with the consequences of a deteriorating community relationship.

### **6.1 Communications**

Neighbours of Frankton Marina should be given contact details including telephone numbers of the Noise Liaison Officer that they can use if they have any concerns regarding noise. This applies to adjoining neighbours at 875 Frankton Road (the Frankton Marina Apartments), as well as any commercial tenancies at the adjacent business Mixed Use zone.

### **6.2 Complaints register and reporting**

Any complaints received shall be logged by staff and appropriate action shall be taken. The date and time of the complaint, the name address and phone number of the complainant and details of the nature of the complaint shall be recorded, together with details of the action taken in resolving the issue, as shown in Appendix A below.

It will be the responsibility of the Noise Liaison Officer for investigating complaints and providing feedback to complainants in an appropriate timeframe. The Complaints Register shall be made available to any Council Officer at all reasonable times upon request.

### **6.3 Review**

The NMP is a living document, and may be amended, changed or reviewed as required such that best practices are adopted, to ensure the purposes and objectives of the NMP are continually being met.

Any updates or changes to this NMP are required to be certified by the Queenstown Lakes District Council before the changes are implemented.



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## 7.0 APPENDIX A – COMPLAINTS REGISTER

Complaints logged by	Date and time complaint received	Complaint received from (i.e. neighbours details)	Details of complaint (i.e. source, type of noise, duration)	Action taken	Follow up / Additional comments



**APPENDIX 6 – ACOUSTIC ASSESSMENT**



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Report Number: AC23237 - 02 - R1

# Frankton Marina Temporary Events and Commercial Activities

Assessment of Environmental Noise Effects




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*Issued:*  
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## Document Acceptance

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## Table of Contents

<b>1.0</b>	<b>BACKGROUND .....</b>	<b>1</b>
1.1	Resource Consent history .....	1
1.2	Site and surrounding area .....	1
<b>2.0</b>	<b>ACOUSTIC CRITERIA.....</b>	<b>4</b>
2.1	RM140061 Consent Conditions.....	4
2.2	Proposed QLDC District Plan.....	4
2.3	New Zealand Standard NZS 6802:2008 .....	4
2.4	World Health Organisation .....	5
2.5	Ambient noise survey .....	5
2.6	Discussion regarding appropriate noise levels .....	7
<b>3.0</b>	<b>MODELLING ASSUMPTIONS .....</b>	<b>8</b>
3.1	Temporary events .....	8
3.2	Extension in hours of non-ancillary commercial activities till 0000 hours.....	9
<b>4.0</b>	<b>EXPECTED NOISE LEVELS.....</b>	<b>10</b>
4.1	Temporary events .....	10
4.2	Non-Ancillary commercial activities .....	10
4.3	Vehicles on legal road / Sugar Lane Right of Way.....	11
<b>5.0</b>	<b>CUMULATIVE NOISE.....</b>	<b>12</b>
<b>6.0</b>	<b>CONCLUSION .....</b>	<b>13</b>

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## 1.0 BACKGROUND

Acoustic Engineering Services Ltd (AES) have been engaged to provide acoustic engineering advice relating to a proposed increase in commercial activity within Frankton Marina. Activities include an extension in hours of commercial activities non-ancillary to the marina until 0000 hours, and the enablement of temporary events, mostly conferences and business functions, within the four eastern-most floating buildings.

The Applicant requires an Assessment of Environmental Noise Effects (AENE) for the activity with regard to section 104 (1) of the Resource Management Act (RMA), which requires the actual and potential effects of the activity to be considered.

We have based our analysis on our correspondence to date, along with the following documentation:

- Assessment of Environmental Effects prepared for Lake Marina Projects Ltd by Vivian + Espie Ltd, dated the 11<sup>th</sup> of April 2023. We understand the parts of this application relating to temporary events and the increase in hours from 2200 – 0000 were removed from RM230234 and will be included in a separate application.
- Transport assessment report titled *Lake Marina, Sugar Lane, Frankton, RM230234 – Commercial Activities*, as prepared by Bartlett Consulting, and dated the 11<sup>th</sup> of July 2023.
- Transport assessment report titled *Lake Marina Projects Limited Sugar Lane, Frankton*, as prepared by Bartlett Consulting and dated January 2014.

### 1.1 Resource Consent history

Frankton Marina operates under RM140061 (as varied by RM170894, RM181250, and RM230234), and condition 41 of this consent allows the operation of commercial activities both ancillary and non-ancillary to the marina. RM230234 was granted on 17<sup>th</sup> November 2023 and enables commercial activity non-ancillary to the Marina within the floating buildings until 2200. It originally sought to extend the hours of non-ancillary commercial operation from 2200 to 0000 hours. However, this component, along with temporary events, was subsequently withdrawn from the application to be dealt with separately.

The proposed increase in activities from that approved under RM230234 include:

- The enablement of temporary events including conferences and business functions in the four eastern-most floating buildings with a maximum capacity of up to 150 people, and a finishing time of up to 0000 hours. No cap has been volunteered on number of events permitted per year, however the Application notes that the marina would not be used for functions and events on a continuous basis.
- Further extension in operating hours of commercial activities non-ancillary to Frankton Marina from 2200 hours to 0000 hours.

### 1.2 Site and surrounding area

Frankton Marina is located on Sugar Lane and has legal description Section 48, 52 – 53 Block XXI Shotover SD.

The site is split zoned Informal Recreation and Rural under the QLDC Proposed District Plan (PDP).

The adjacent Marina Apartments and residential sites located further east and north across Frankton Road are zoned Lower Density Suburban Residential. The site is also bordered by a strip of commercial tenancies to the north, zoned Business Mixed Use.

The closest residentially zoned site to the subject site is 875 Frankton Road and contains a cluster of multi-storey visitor accommodation buildings (QS Marina, Luxury Lake Suites, Lakeside Apartments, Marina Apartments, Element Escapes Marina Apartments). The closest building to the subject site Element Escapes Marina Apartments is on the corner the site and Sugar Lane.

Most of the floating buildings are currently empty. Some existing uses include art studios, commercial offices, and a café as approved under RM230234. We understand that the internal walls between connected floating buildings can be removed or added to adjust the floor area of a tenancy.

The site, surrounding area, and PDP Zoning is shown in figure 1.1 below. The layout of Frankton Marina is shown in figure 1.2, with the four eastern-most floating buildings highlighted.

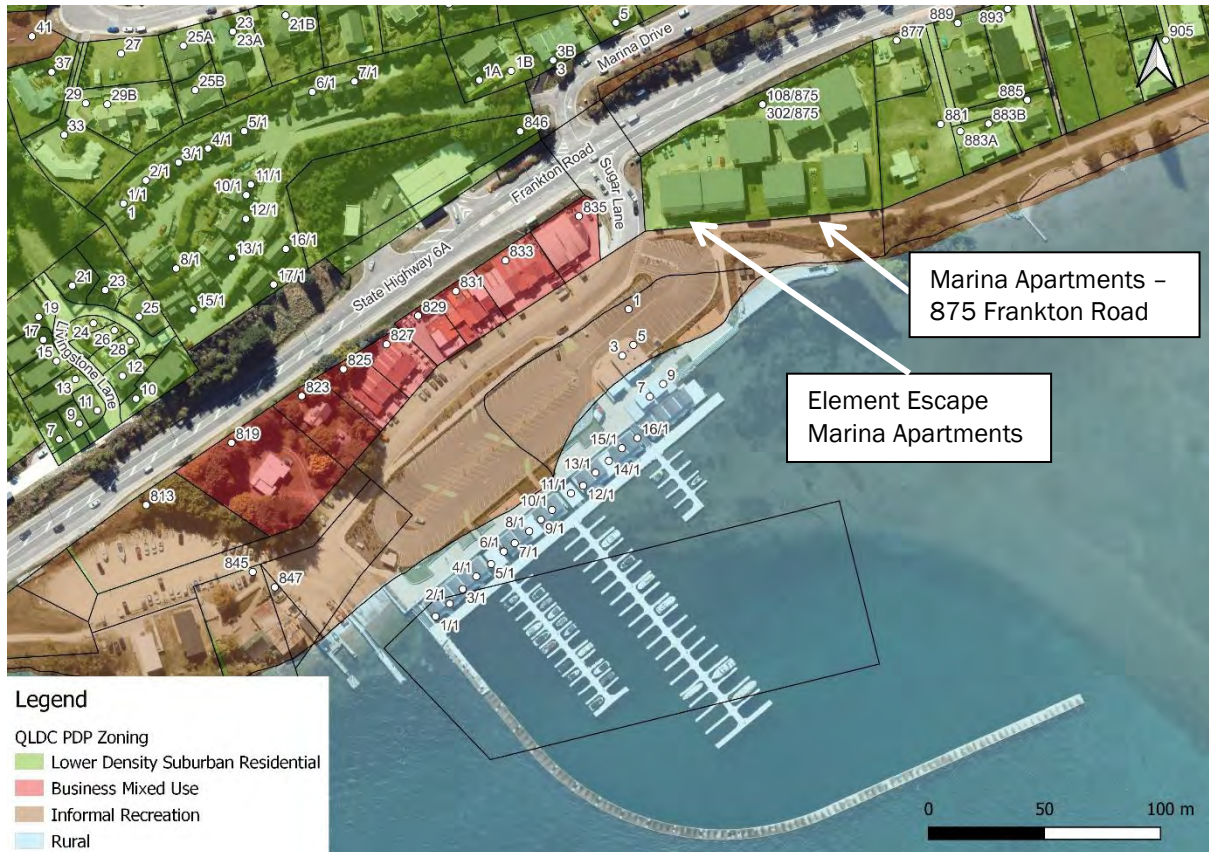


Figure 1.1 – Site and surroundings

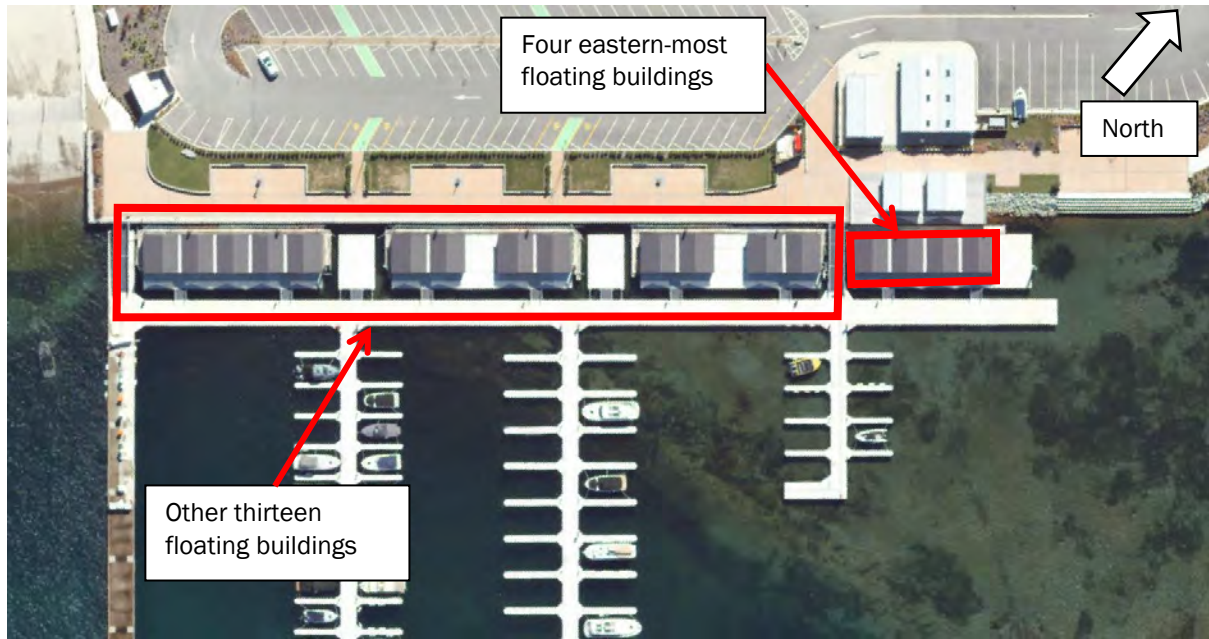


Figure 1.2 – Frankton Marina layout showing the 17 floating buildings

Currently the four eastern-most floating buildings are unoccupied. Similar to the rest of the floating buildings, there is a small deck area outside of the buildings with a glass balustrade along the edges. There is a further unfenced area leading to the berths. The four eastern-most floating buildings are shown below.



Figure 1.3 – Four eastern-most floating buildings



## 2.0 ACOUSTIC CRITERIA

Guidance as to the significance of any adverse noise effects may be obtained from several sources.

### 2.1 RM140061 Consent Conditions

Condition 28 of RM140016 contains noise provisions for Frankton Marina, provided below:

*The consent holder shall ensure that the activities be so conducted that the following noise limits are not exceeded at, or within, the boundary of any residential site in the Low Density Residential Zone:*

*Daytime (0800 – 2000): 50 dB  $L_{Aeq(15min)}$*

*Night-time (2000 – 0800): 40 dB  $L_{Aeq(15min)}$*

*70 dB  $L_{AFmax}$*

We understand that these noise limits had been proposed in RM230234 for the extension in hours of non-ancillary commercial activities from 2000 to 2200 hours, before this component was withdrawn from RM230234 to be included as a separate application.

### 2.2 Proposed QLDC District Plan

The relevant Proposed District Plan noise standards applicable for local zoning can be found in Chapter 16 and 36 of the PDP and are reproduced below. Activities that breach these standards and do not have an exemption are deemed noncomplying with regard to noise.

**Table 2.1 – PDP Noise limits**

Zone sound is received in	Assessment location	Time	Noise Limits
Low Density Suburban Residential Open Space and Recreation Zones	Any point within any site	0800 – 2000	50 dB $L_{Aeq(15min)}$
		2200 – 0800	40 dB $L_{Aeq(15min)}$
Rural Zone	Any point within the notional boundary of a residential unit	0800 – 2000	50 dB $L_{Aeq(15min)}$
		2000 – 0800	40 dB $L_{Aeq(15min)}$ 75 dB $L_{AFmax}$
Business Mixed Use	Any point within any site	0800 – 2200	60 dB $L_{Aeq(15min)}$
		2200 – 0800	50 dB $L_{Aeq(15min)}$ 75 dB $L_{AFmax}$

The PDP also states that noise shall be measured and assessed in accordance with NZS 6801:2008 *Acoustics – Measurement of Environmental Sound* and NZS 6802:2008 *Acoustics – Environmental Noise*.

### 2.3 New Zealand Standard NZS 6802:2008

For long term activities, NZS 6802:2008 *Acoustics – Environmental noise* outlines a guideline daytime limit of 55 dB  $L_{Aeq(15 min)}$  and a night-time noise limit of 45 dB  $L_{Aeq(15 min)}$  for “the reasonable protection of health and amenity associated with the use of land for residential purposes”.

For town centres and mixed-use areas NZS 6802:2008 offers a guideline daytime and night-time limit of 60 dB  $L_{Aeq}$  for non-residential receivers.

The Standard describes how a -3 dB adjustment may be applied to sound received for less than 50% of the daytime period, and a -5 dB adjustment may be applied to sound received for less than 30% of the daytime period. Where the level of sound reduces significantly for large periods of time but does not stop completely, an energy average can be calculated across the whole daytime period, with a reduction of up to 5 dB permitted. No such adjustment is permitted for the night-time period.

The Standard also describes how a +5 dB adjustment is to be applied to any sound with special audible characteristics such as tonality or impulsiveness.

## 2.4 World Health Organisation

*Guidelines for Community Noise*<sup>1</sup>, a document produced by the World Health Organisation (WHO) based on extensive international research recommends a guideline limit of 55 dB  $L_{Aeq}$  to ensure few people are seriously annoyed in residential situations. A guideline limit of 50 dB  $L_{Aeq}$  is recommended to prevent moderate annoyance.

A guideline night-time limit of 45 dB  $L_{Aeq}$  is recommended to allow occupants to sleep with windows open. The document also offers a guideline limit of 30 dB  $L_{Aeq}$  within bedrooms to avoid sleep disturbance.

These guideline noise levels are measured at the façade of dwellings and other noise sensitive locations and apply for 16 hours in the daytime, and 8 hours for the night-time.

## 2.5 Ambient noise survey

Robin Chen of AES visited the site between 2200 – 2230 hours on Friday the 20<sup>th</sup> of October and again between 0000 – 0030 hours to observe the existing noise environment at a time relevant to the proposal. Measurements were undertaken in general accordance with NZS 6801:2008 *Acoustics – Measurement of Environmental Sound*. Weather conditions including wind speed were suitable for the purposes of acoustic measurement.

Two Convergence Instruments NSRTW Mk3 Class 1 sound level meters were installed at the locations marked with a yellow cross in figure 2.1 for a period of 1 week from Friday 20<sup>th</sup> October 2023 to Friday 27<sup>th</sup> October 2023 to understand how the sound in the environment varies throughout the week.

Attended noise measurements were taken in the locations shown by a red cross in figure 2.1 below.

---

<sup>1</sup> Edited by Berglund, B et al. *Guidelines for community noise*. World Health Organization 1999.



**Figure 2.1 – Noise survey locations**

Noise survey findings are described below.

Attended noise measurements: 2200 – 2230 hours

The predominant noise source in the existing environment was transient traffic movements on Frankton Road. Other less predominant noise sources included very intermittent rustling of nearby trees and activity at the Z petrol station across the road, including intermittent truck reversing beepers. Around 20 vehicles drove past the site on Frankton Road during a 2 minute period.

Noise measurements across locations A – D ranged from 47 dB  $L_{Aeq}$  to 52 dB  $L_{Aeq}$ . With location F being unshielded from the road by the Marina Apartments, a level of 55 dB  $L_{Aeq}$  was observed. The  $L_{AF90}$  parameter was also measured and represents the 'background' noise level of the environment, quantified as the noise level exceeded for 90% of the assessment period. An  $L_{AF90}$  of 41 – 47 dB  $L_{AF90}$  was measured across the various points.

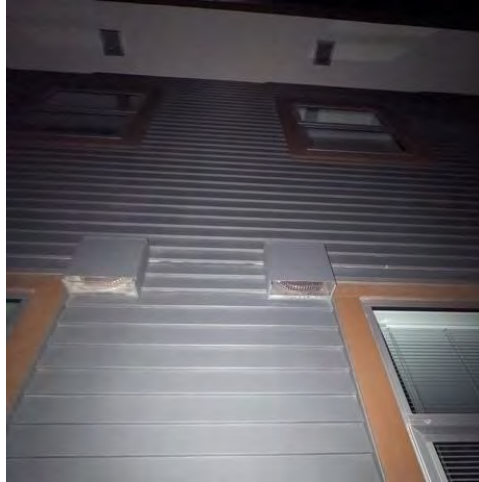
The Altitude Brewing establishment states a closing time of 2200 hours; however, negligible activity and noise was observed from this site as observed from the survey locations.

Attended noise measurements: 0000 – 0030 hours

Additional measurements and observations were taken at locations B and F. During the hours 0000 – 0030, average noise levels were observed to be approximately 5 dB  $L_{Aeq}$  lower than 2200 – 2230 hours (46 dB  $L_{Aeq}$  and 50 dB  $L_{Aeq}$  at B and F respectively). Background noise levels were also observed to be 5 dB  $L_{AF90}$  lower. Transient traffic movements were still the predominant noise source however there were less cars passing the site (approximately 6 – 7 vehicles every 2 minutes).

Also audible during this time period was noise from four HVAC cowls, two on each building, attached to the sides of the apartment buildings in the location marked by a green cross (accessed via an alleyway between the two buildings). These were measured to be around 80 dB  $L_{WA}$  each. The presence of these units meant

that although the background noise level at location F was in the order of 39 dB  $L_{AF90}$ , the background noise level at location B, more shielded from the road, but closer to these units was higher, at 42 dB  $L_{AF90}$ . Only two of these units were operating; during peak season with all four operating, noise levels may be up to 3 dB higher. The level at building façades near the cowls would be much higher than from other sources in the area. These cowls are shown below.



**Figure 2.2 – HVAC cowls on Marina Apartments**

#### Unattended noise logging

The unattended logging results were generally consistent with the attended measurements and show that noise levels during the time period 2200 to 0030 generally sit above 50 dB  $L_{Aeq}$  and 43 dB  $L_{AF90}$ . There were some notable spikes in the data between 2230 – 2300 hours and through security camera footage this was attributed to the movement and idling of buses at the bus stop across the road (Stop ID: 29). These logging results confirm the attended measurement observations that existing ambient noise levels in the area are already elevated during the night-time period at times relevant to the proposed temporary events and extension in hours of non-ancillary commercial activity.

## **2.6 Discussion regarding appropriate noise levels**

The attended noise survey and logging results show that the ambient environment is already elevated above the District Plan night-time provisions due to transient traffic movements on Frankton Road. This includes the façade of apartment buildings located to the east, which are partially shielded from the road. Furthermore, measurements of noise emitted from external cowls on of the Marina Apartment buildings suggests that even for shielded apartment buildings, an elevated level of background noise is already received at this location during the night-time period.

We observe that the District Plan daytime and night-time noise limits, and RM140061 Consent Conditions, applicable at the boundary of residential sites are 5 dB more stringent than the upper guideline limits outlined in national and international guidance. The limits for the Business Mixed Use zones are consistent with NZS 6802:2008 guidelines. Generally, the reviewed guidance outlines a maximum acceptable night-time noise level of 45 dB  $L_{Aeq}$ .

Based on the above, we expect that compliance with the District Plan noise limits will ensure effects are minimal. In addition, in the case of the Marina Apartments, given the existing traffic noise in the area and the guidance above relating to sleep disturbance thresholds, we consider that traffic noise associated with the carpark occasionally received at the Marina Apartment façade at up to 45 dB  $L_{Aeq(15min)}$  would also have a minimal effect.

### 3.0 MODELLING ASSUMPTIONS

The modelling assumptions for the predominant sources of noise associated with the proposed increase in activity at the marina are discussed below. Temporary events and the extension in hours of non-ancillary commercial activities have been discussed separately.

Expected noise levels at nearby sites have been calculated using SoundPlan computational noise modelling based on ISO 9613 *Acoustics – Attenuation of sound outdoors – Part 2: General method of calculation*. Modelling takes into account the local terrain and screening / reflections from built elements.

As both activities are expected to occur after 2200 hours, no duration adjustment is permitted for predicted noise levels as per NZS 6802:2008.

We have not applied a +5 dB Special Audible Characteristics (SAC) penalty to noise from vehicle movements and customer speech. We also do not expect an SAC penalty to be applicable for music that does not exceed background levels.

#### 3.1 Temporary events

Temporary events within the four eastern most sheds will be limited to conferences and business functions, with a maximum capacity of up to 150 people. Noise is expected from people and music, as well as carpark movements.

##### 3.1.1 *Breakout noise from the four eastern-most sheds and a background level of music outside the shed, and a low number of guests conversing in outdoor areas around the sheds*

We have assumed an internal reverberant noise level of 80 dB  $L_{Aeq}$ , representative of a high level of occupancy and background music.

The four sheds are interconnected. The external façade of the floating buildings is a mixture of weatherboard, glazing, and corrugated roofing. There are no operable windows or doors on other façades. Glazing is otherwise expected to be the predominant location of noise breakout, and we have assumed that the glazing will provide an attenuation of 20 dBA. We have allowed for the doors and windows on the southern sides of the building facing towards Lake Wakatipu to be open.

Background music played through speakers in outdoor areas has been modelled on the southern sides of the floating buildings, at a level of 70 dB  $L_{Aeq}$  at 1 meter.

Expected noise levels due to guests conversing in outdoor areas have been based on the American National Standards Institute Standard ANSI S3.5 – 1997 *Methods for calculation of the Speech Intelligibility Index*, which contains information on the typical speech levels for both male and female speakers. Based on average values, for a raised voice effort, the sound power of a speaker may be deduced to be 75 dB  $L_{WA}$  for a raised voice effort, and 68 dB  $L_{WA}$  for a normal voice effort.

##### 3.1.2 *Noise from vehicle movements in the carpark when guests depart the site after 0000 hours.*

For events of up to 150 people, the traffic engineer has advised that up to 50 – 75 vehicles may depart the site within a 30-minute period after events conclude.

We have assumed that each vehicle movement generates a sound power of 85 dB  $L_{WA}$  when travelling at 10 km/hr. Vehicle movements have been modelled from the centre of the carpark adjacent to the four eastern-most floating buildings, to the end of the site where the legal road designation begins (Sugar Lane).

During our site survey we noted that there was a barrier arm and ticket system for vehicles entering and exiting the carpark. Vehicles pause for a short period to insert their ticket before exiting. We do not expect the short idling period to make an appreciable change to predicted noise levels.

### **3.2 Extension in hours of non-ancillary commercial activities till 0000 hours**

#### **3.2.1 Noise from vehicle movements as they arrive and leave the site**

The Bartlett Consulting traffic report predicts that during the peak hour of a weekday evening, the number of traffic movements could be 72, comprising of 39 vehicles entering the site and 33 exiting the site.

The traffic estimate is based on the commercial floor area being made up of a mixture of specialist retail shops, offices, a restaurant and café.

Calculations of vehicle movements in the carpark have been based on the method described in *Parking Area Noise, 6<sup>th</sup> Edition* produced by the Bavarian State Agency for Environment (2007), implemented into SoundPlan. We have otherwise used the same modelling assumptions for vehicle noise as described in section 3.1 above.

#### **3.2.2 Non-ancillary commercial activities**

For floating buildings containing a hospitality activity, considering the floor area of the individual floating buildings, we have considered internal reverberant noise levels of 75 dB  $L_{Aeq}$ , representative of a moderate level of occupancy and background music. There may also be a low level of activity associated with guests conversing on the outdoor areas in front of the floating buildings, where we have used the same human speech noise assumptions outlined in section 3.1.1 above. Although the number of licensed premises is limited to four, there could be more than four unlicensed premises. However, these would include cafés and coffee stalls which likely wouldn't be operating after 2200 hours. From correspondence with the Planner, we expect a maximum of up to four food and beverage tenancies operating after 2200 hours to be a reasonable assumption.

We have not modelled a scenario with amplified indoor / outdoor music, and / or extensive outdoor seating arrangements.

As outlined in section 1, other proposed activities include wellbeing activities, art studios and galleries, and professional offices. Based on our experience these activities are generally low-noise generating and are not expected to result in any notable noise effects on nearby sites.

## 4.0 EXPECTED NOISE LEVELS

### 4.1 Temporary events

#### Conferences and business functions

The following was modelled:

- A high level of occupancy and background music in the four eastern-most floating buildings. Doors and windows on the southern sides of the buildings facing towards Lake Wakatipu open.
- A moderate level of occupancy (around 20 people or so) on both the pontoon and outdoor area in front of the sheds, with half of these people talking with a normal voice effort.
- Four speakers playing a background level of music attached to the southern sides of the sheds

Based on the above, noise levels received at all nearby sites, including those in business mixed use zone, are expected to be less than 40 dB  $L_{Aeq(15min)}$ , and comply with the PDP noise limits. Our analysis predicts 35 dB  $L_{Aeq(15min)}$  at the site boundary of 875 Frankton Road, and less than 34 dB  $L_{Aeq(15min)}$  at the boundary of business mixed use sites. We note that even if allowing for a +5 dB SAC penalty (which we do not expect to be applicable for background levels of music as outlined in section 3.1), compliance with the PDP noise limits will be met at all nearby sites. We note also that we have modelled a moderate number of people on the unfenced floating pontoon located on the eastern side of the building. It is likely that activity on this pontoon will be minimal during night-time hours, making this analysis conservative. Noise effects are therefore expected to be minimal.

#### Carpark movements

We have conservatively modelled the upper prediction of up to 75 vehicles departing the site within a 30-minute period after 0000 hours.

The noise level at the site boundary of 875 Frankton Road will be 46 dB  $L_{Aeq(15min)}$ . However, the maximum noise level at the façade of the dwelling at 875 Frankton Road (Element Escape Marina Apartments) will be 43 dB  $L_{Aeq(15min)}$ . Based on the existing elevated traffic noise levels at this location, this is therefore expected to result in minimal noise effects.

The maximum noise level at the business mixed use sites 835 and 833 Frankton Road are expected to be 47 dB  $L_{Aeq(15min)}$  and 42 dB  $L_{Aeq(15min)}$  respectively. This is compliant with the PDP noise limits and we expected minimal noise effects.

The PDP noise limits are otherwise achieved at all other nearby sites and minimal effects are expected.

### 4.2 Non-Ancillary commercial activities

#### Non-ancillary commercial activities

We have modelled the following:

- Up to four of the floating building tenancies containing a commercial hospitality-related activity such as a restaurant or bar, all containing a moderate level of occupancy and background music. We have allowed for doors and windows on the southern sides of the buildings facing towards Lake Wakatipu to be open.
- Moderate number of people (around 20 people or so) spread out across the outdoor areas in front of the floating buildings, conversing in a normal voice effort.

Based on the above, noise levels received at all nearby sites, including those in business mixed use zone, are expected to be less than 40 dB  $L_{Aeq(15min)}$ , and comply with the PDP noise limits. Our analysis predicts 28 dB  $L_{Aeq(15min)}$  at the site boundary of business mixed use sites, and 30 dB  $L_{Aeq(15min)}$  at the boundary of 875 and 881 Frankton Road. With all other site receiving lower than this. We note that even if allowing for a +5 dB SAC penalty (which we do not expect to be applicable for background levels of music as outlined in section 3.1), compliance with the PDP noise limits will be met at all nearby sites. Noise effects are therefore expected to be minimal.

We would recommend that a Noise Management Plan is developed for any hospitality tenancy expected to operate late into the night until 0000 hours (i.e., bar or restaurant) to ensure that best practice procedures are adopted to ensure that adverse noise limits are reduced as far as practical, and compliance with noise limits achieved. Examples of managerial measures include limiting of large congregations outdoors after 2000 hours, and prevention of antisocial behaviour in the carpark or around the buildings.

#### Carpark movements

We have modelled 72 carpark movements in a one-hour period, where one movement is a vehicle either entering or exiting the carpark.

Our analysis indicates that this may result in levels of up to 42 dB  $L_{Aeq(15min)}$  at the façade of the Element Escape Marina Apartments at 875 Frankton Road and 45 dB  $L_{Aeq(15min)}$  at the site boundary. Based on the existing elevated traffic noise levels at this location, this is therefore expected to result in minimal noise effects. Compliance with the District Plan noise limits is otherwise expected at all other sites and result in minimal effects.

We have also modelled 33 vehicles departing the site in a 30 minute period after 0000 hours, representative of guests and staff leaving the site.

Our analysis indicates that 42 dB  $L_{Aeq(15min)}$  will be received at the façade of the Element Escape Marina Apartments at 875 Frankton Road and 45 dB  $L_{Aeq(15min)}$  at the site boundary. Based on the existing elevated traffic noise levels at this location, this is therefore expected to result in minimal noise effects. Compliance with the District Plan noise limits is otherwise expected at all other sites which we expect will result in minimal effects.

#### **4.3 Vehicles on legal road / Sugar Lane Right of Way**

We have also considered traffic movements on Sugar Lane associated with the temporary events and extension in hours of commercial activity.

We understand that NZTA is unlikely to provide Affected Persons Approval for this Application until the Sugar Lane / Frankton Road / Marina Drive intersection is signalized to ensure that the increase in traffic on Sugar Lane does not cause undue traffic effects. Therefore, vehicles leaving the site via Sugar Lane are likely to idle at the lights for a period of time.

As outlined in section 2.4, from the hours 0000 to 0030 it is predicted that up to 6 vehicles may pass the site on Frankton Road every two minutes. This equates to about 45 vehicles in fifteen minutes.

Assuming event attendees depart the site at a consistent rate, some 37 vehicles may depart the site in a 15 minute period.

Based on the above, existing traffic flow past the site (travelling at a higher speed) is expected to be higher than the amount of traffic leaving the site via Sugar Lane or idling at the lights, and therefore minimal noise effects are expected.



## 5.0 CUMULATIVE NOISE

Should peak commercial activity and conferences and business functions occur on the same evening, noise from people and music within the floating buildings is expected to continue to not exceed 40 dB  $L_{Aeq(15min)}$  at any site, and minimal noise effects are expected. However, there is the possibility that noise levels from vehicles of both activities simultaneously leaving the site after 0000 hours may further increase by 1 – 2 dB.

In this case, the noise level at the façade of the Element Escape Marina Apartments from traffic movements in the carpark may be up to 45 dB  $L_{Aeq(15min)}$ , or 49 dB  $L_{Aeq(15min)}$  at the site boundary. Considering the existing elevated traffic noise levels, we would expect noise effects to continue to be minimal in this case.

We note that this will only occur when the maximum temporary event capacity of 150 people is reached (to result in up to 75 vehicles leaving the site), and all guests from both the temporary events and non-ancillary commercial activity depart the site at the same time after 0000 hours. This is expected to be an unlikely occurrence. In reality, guests at restaurants and bars would steadily leave the site before 0000 hours as opposed to all guests leaving after 0000 hours.

We therefore expect that any additional cumulative noise emissions resulting from the simultaneous occurrence of temporary events and non-ancillary commercial activities will be minimal.

## 6.0 CONCLUSION

Noise from all sources expected to be associated with the proposed increase in activity in the 17 floating buildings at Frankton Marina, has been considered.

The proposed increases in activity include 1) the enablement of events including conferences and business functions within the four eastern-most floating buildings, with a maximum capacity of up to 150 people and a finishing time of up to 0000 hours and 2) the extension of operating hours of non-ancillary commercial activities from 2200 to 0000 hours.

We have considered what noise levels may be appropriate for these activities, based on our attended ambient noise survey, noise logging results, review of the QLDC Proposed District Plan noise provisions, WHO guidelines, and NZS 6802:2008. The existing acoustic environment is already elevated due to the proximity of the site to a major route (Frankton Road – State Highway 6). We expect that compliance with the District Plan noise limits will ensure effects are minimal. In addition, in the case of the Marina Apartments given the existing traffic noise in the area and the guidance above relating to sleep disturbance thresholds, we consider that traffic noise associated with the carpark occasionally received at the Marina Apartment façade at up to 45 dB  $L_{Aeq(15min)}$  would also have a minimal effect.

Based on our analysis, noise associated with conferences and business functions such as people and music noise at a background level are expected to comply with the District Plan noise limits, and result in minimal noise effects. Carpark movements may occasionally result in noise levels of up to 43 dB  $L_{Aeq(15min)}$  at the façade of Marina Apartments however based on the existing ambient environment and character of the noise we expect noise effects will be minimal.

Noise associated with commercial activities such as people and music noise are expected to comply with the District Plan noise limits, and result in minimal noise effects. Carpark movements may occasionally result in noise levels of up to 41 – 42 dB  $L_{Aeq(15min)}$  at the façade of Marina Apartments however based on the existing ambient environment and character of the noise we expect noise effects will be minimal.

Cumulative music and people noise from temporary events and commercial activities occurring at the same time is expected to comply with the District Plan noise limits and result in minimal effects. The noise level at the façade of the Marina Apartments may occasionally be up to 45 dB  $L_{Aeq(15min)}$  from peak simultaneous carpark movements from the two activities; however, considering the existing ambient environment and character of the noise, we also expect any additional adverse noise effects to be minimal.

We recommend that any future hospitality tenant such as a bar or restaurant adopt a Noise Management Plan, outlining the best practice managerial measures to ensure that any adverse noise effects are limited as far as practical.

**APPENDIX 7 – TRANSPORT ASSESSMENT**

11 January 2024

Lakes Marina Projects Limited

C/- Vivian Espie  
PO Box 2514  
Wakatipu  
Queenstown 9349

Attention: Blair Devlin

Dear Blair,

## Lakes Marina, Sugar Lane, Frankton Events Activities, Traffic Generation

The purpose of this letter is to provide a traffic generation based on possible events to be held at the Marina. The purpose of this assessment is to inform a noise assessment for the proposed events to be held at the site.

### 1 Background

The marina development at 3 Sugar Lane, the site, has been constructed as Stage 1 of a marina approved under RM140061. At this stage the marina consists of:

- 85 marina berths,
- 720m<sup>2</sup> gross floor area (GFA) commercial space made up of 17 floating sheds (612m<sup>2</sup>), and four land based commercial buildings (108m<sup>2</sup>), and
- 152 car park spaces as well as parking for larger vehicles including car and trailer combinations, coach parks and a loading zone.

### 2 Transport Environment

#### 2.1 Active Travel Networks

A footpath is provided on the southern side of SH6A, this is provided as a shared (Off-street) cycle path. Opposite the site SH6A includes a sealed shoulder which provides space for eastbound cyclists (towards Frankton). A crossing facility including a central media is provided over SH6A providing access to Marina Drive and the bus stop (eastbound) opposite.

The site also borders the Frankton Trail, a pedestrian and cycle trail providing an off-road connection between Queenstown and Frankton with connections to other destinations in the Wakatipu region via the Queenstown Trail network.

The site has convenient and easy connections with the exiting active travel networks and travellers, to and from the site, may elect to walk or cycle rather than relying on the private car.

## 2.2 Public Transport Networks

The Queenstown Water Taxi and Queenstown Ferries Services provide a service between the site and Queenstown town centre as well as other lakeside areas at Kawarau Village (Hilton) and Kelvin Heights (Bay View).

The nearest bus stops are located on SH6A adjacent to the intersection with Sugar Lane, approximately 80m from the site. Buses at these stops provided a public transport service to Queenstown town centre and Frankton where it is also possible to change onto other services for destinations within the greater Wakatipu area.

The site has easy and convenient public transport links to Queenstown, Frankton and other public transport routes in the Wakatipu. Those visiting the site may elect to utilise public transport services, bus or ferry, to access the site rather than relying on the private car.

## 2.3 Road Network

The site is accessed from Frankton Road (SH6A) via Sugar Lane. This Sugar Lane intersection with SH6A has a poor level of service for right turners from Sugar Lane, or Marina Drive opposite. Generally these users experience long delays which were investigated and reported within the original transport assessment<sup>1</sup> for the marina (refer RM140061). The extent of delay will have increased as the traffic flow on SH6A has significantly increased since this assessment was undertaken.

Waka Kotahi and Wakatipu Way to Go have secured funding through the NZ upgrade programme (NZ UP) which includes a package of improvement works on SH6A, this will include:

- Bus priority works including additional bus facilities and bus priority allowing for increased bus frequency and reduced journey times,
- An active transport link between Queenstown and Frankton which is likely to include a widened footpath adjacent to SH6A, and
- A new signalised intersection at the SH6A/Sugar Lane intersection. This is also likely to include a signalised pedestrian crossing to improve access to bus stops and Marina Drive on the opposite side of SH6A.

The NZ UP works for SH6A have not yet been fully designed although it is understood that these improvements are programmed for completion in the summer of 2026/2027. At this time the vehicle access to the site, via the proposed SH6A/Sugar Lane signalised intersection will be significantly improved.

## 3 Proposal

It is proposed to convert 4 of the floating shed to accommodate events at the site. This may include a number of different family, commercial or community events. It is understood that events at the site will have a maximum capacity of 150 persons.

## 4 Traffic Generation

The traffic generation of an event will be based on the type of event and likely times. The worst case is when attendees generally travel by private car and do not consider the other travel options at the site. As a robust assessment this traffic generation considers maximum events, 150 person, with minimal use of the alternative travel modes available.

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<sup>1</sup> Refer Bartlett Consulting, Lakes Marina Projects Limited, Sugar Lane, Frankton dated January 2014.

For family events family members are more likely to travel together or share transport. During these events it is likely that 33% of attendees would be drivers with the remaining attendees being passenger, average vehicle occupancy of 3 persons. It is possible that family events could result in an average demand for up to 50 vehicles (car park spaces).

For community or commercial events may involve seated type events such as lectures, presentations or informal types of events such as displays to provide information or seek feedback. For these types of event it is considered that 50% of attendees may be drivers, average vehicle occupancy of 2 persons. Large community or commercial events would have a maximum parking demand for 75 vehicles (car park spaces)

This suggests a traffic generation approximately 100 vehicle movements to a maximum of 150 vehicle movement per event. Typically, for events these vehicles all tend to be distributed as:

- Arrival at the site within 30 minutes prior to the start time of between 50 and 75 vehicle movements, and
- Departure from the site up to 30 minutes after the finish time between 50 and 75 vehicle movements.

It is noted that the site is located with easy and convenient connection to active travel and public transport networks. It is therefore considered that this traffic generation assessment as a robust maximum based on full, 150 persons, attendance with no consideration of the other travel modes available.

## 5 Summary

It is possible that the proposed events at the site will result in a maximum traffic generation of 150 vehicle movements. This is likely to occur as 75 vehicle movements (arrival) within the 30 minute period prior to the event commencing and as 75 vehicle movements (departure) within 30 minutes of the event finishing.

This is considered to be a robust maximum traffic generation as the site is well connected to alternative travel modes including walking, cycling, bus and ferry. These alternative travel modes will reduce the overall traffic generation of the proposed event activity at the site.

Should you require any further information please contact me.

Yours sincerely,

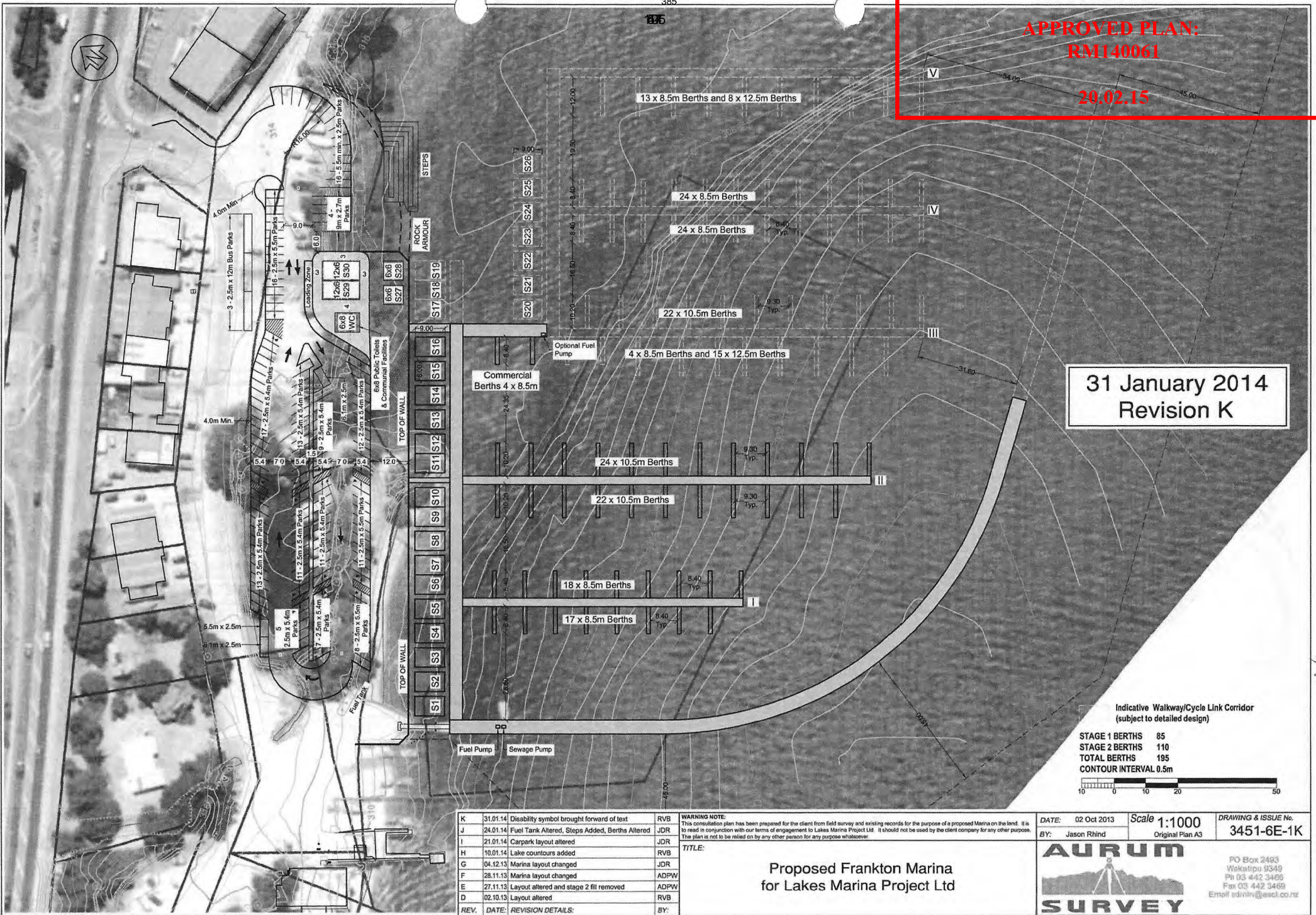
A handwritten signature in blue ink, appearing to read "Jason Bartlett", written over a faint, light blue circular watermark or background.

**Jason Bartlett**  
CEng MICE, MEngNZ  
Transport Engineer

APPROVED PLAN:  
RMI40061

20.02.15

31 January 2014  
Revision K



REV.	DATE	REVISION DETAILS	BY:
K	31.01.14	Disability symbol brought forward of text	RVB
J	24.01.14	Fuel Tank Altered, Steps Added, Berths Altered	JDR
I	21.01.14	Carpark layout altered	JDR
H	10.01.14	Lake contours added	RVB
G	04.12.13	Marina layout changed	JDR
F	28.11.13	Marina layout changed	ADPW
E	27.11.13	Layout altered and stage 2 fill removed	ADPW
D	02.10.13	Layout altered	RVB
REV.	DATE	REVISION DETAILS	BY:

**WARNING NOTE:**  
This consultation plan has been prepared for the client from field survey and existing records for the purpose of a proposed Marina on the land. It is to read in conjunction with our terms of engagement to Lakes Marina Project Ltd. It should not be used by the client company for any other purpose. The plan is not to be relied on by any other person for any purpose whatsoever.

**TITLE:**  
Proposed Frankton Marina  
for Lakes Marina Project Ltd

DATE:	02 Oct 2013	Scale:	1:1000	DRAWING & ISSUE No.	
BY:	Jason Rhind		Original Plan A3	3451-6E-1K	

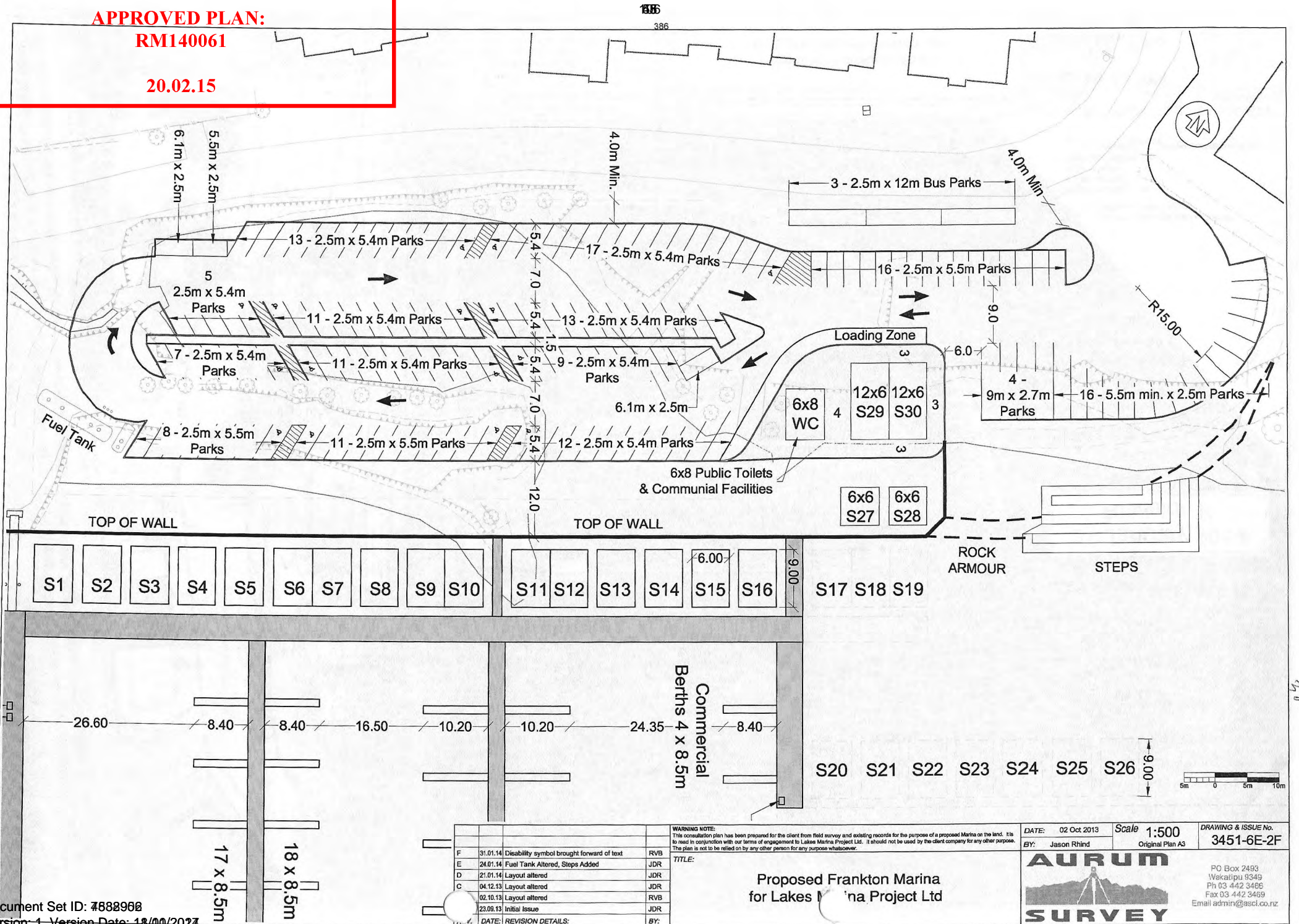
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**APPROVED PLAN:**

**RM140061**

**20.02.15**



NO.	DATE	REVISION DETAILS	BY
F	31.01.14	Disability symbol brought forward of text	RVB
E	24.01.14	Fuel Tank Altered, Steps Added	JDR
D	21.01.14	Layout altered	JDR
C	04.12.13	Layout altered	JDR
	02.10.13	Layout altered	RVB
	23.09.13	Initial Issue	JDR

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**TITLE:**  
**Proposed Frankton Marina for Lakes Marina Project Ltd**

DATE: 02 Oct 2013  
BY: Jason Rhind

Scale: 1:500  
Original Plan A3

DRAWING & ISSUE No.  
**3451-6E-2F**

**AURUM SURVEY**

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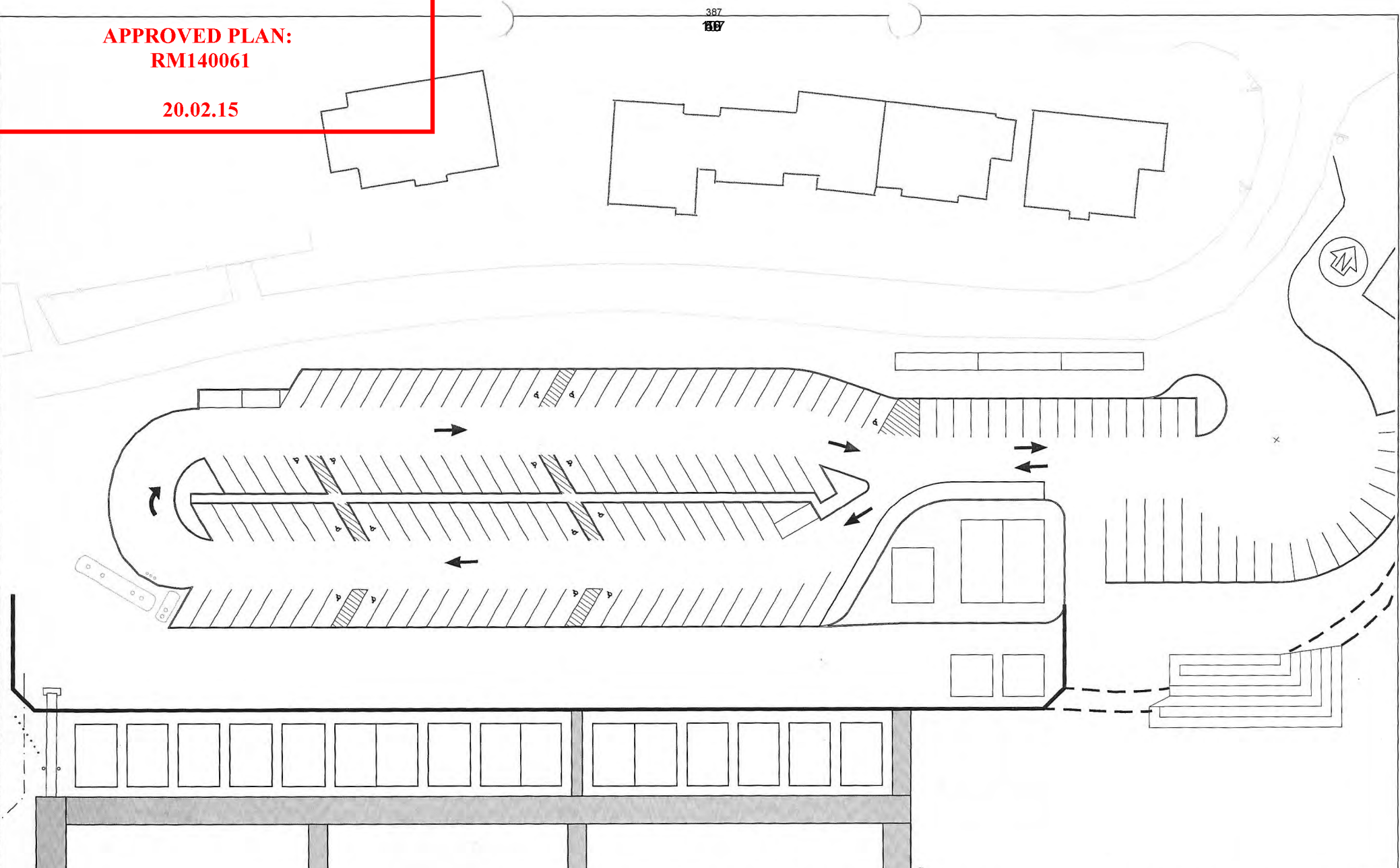
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APPROVED PLAN:  
RM140061

20.02.15

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REV.	DATE	REVISION DETAILS	BY:
E	24.01.14	Fuel Tank Altered, Steps Added	JDR
D	21.01.14	Layout altered	JDR
C	04.12.13	Layout altered	JDR
B	02.10.13	Layout altered	RVB
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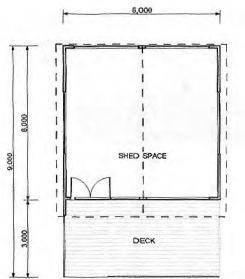
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for Lakes Marina Project Ltd**

DATE: 02 Oct 2013  
BY: Jason Rhind  
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3451-6E-3E

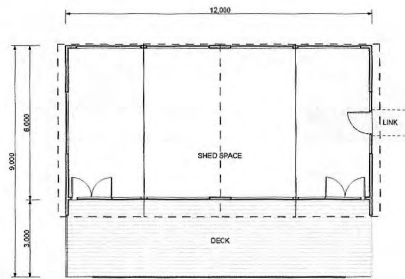
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**SURVEY**

PO Box 2493  
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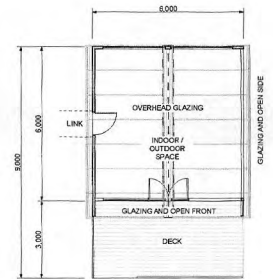
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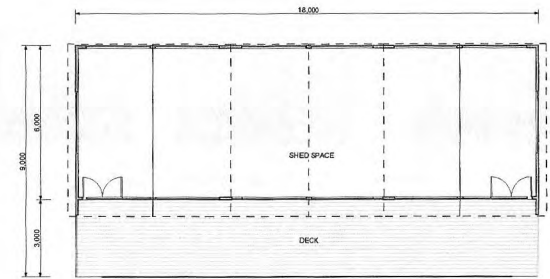
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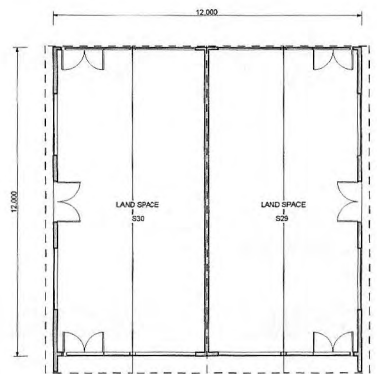
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**QUEENSTOWN LAKES DISTRICT COUNCIL**  
**APPROVED PLAN:**  
**RM140061**  
**20.02.15**

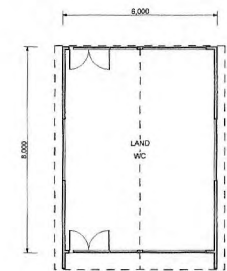
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5. S29 & S30 1:100



6. TYPE S27 & S28 1:100



7. WC 1:100

<small>All work and materials to comply with current New Zealand Standards - Based drawings in conjunction with all other approvals and consulted drawings, specifications and relevant building codes etc. All measurements to be provided on all drawings in accordance with NZS 4620:1996. In doubt ask - SD values the indicative only. To scale @ A1</small>	Drawing Status <b>INFORMATION ONLY</b>	Sheet Title <b>FLOOR PLANS</b>		
	Project <b>LAKES MARINA SHEDS</b>	Sheet Number <b>101</b>	Revision <b>ISSUE 6</b>	Revisions Drawn by: MJW
	Project <b>LAKES MARINA PROJECTS LTD. QUEENSTOWN</b>			Code Date: 23-5-2014

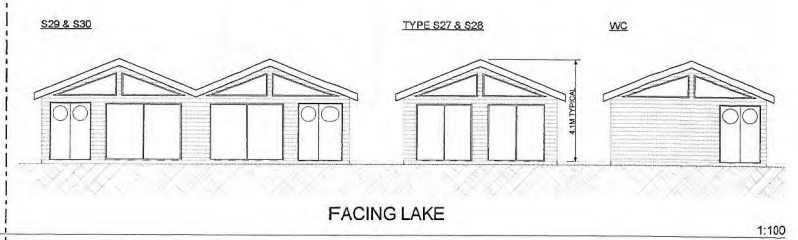
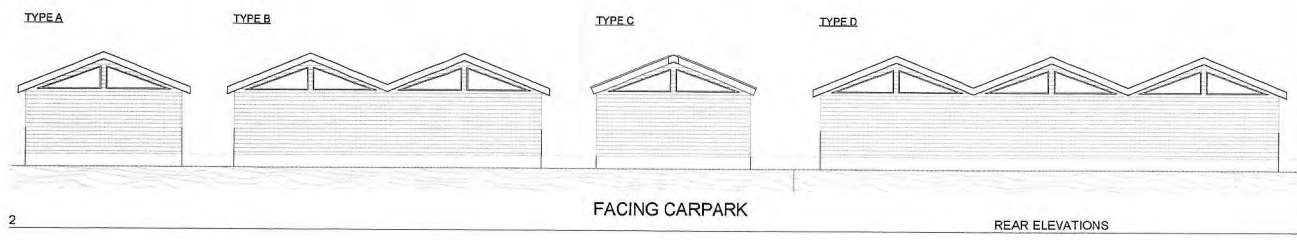
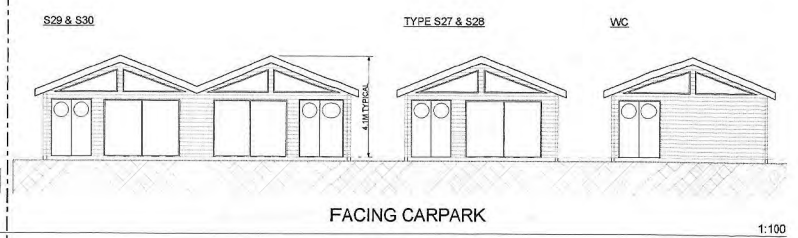
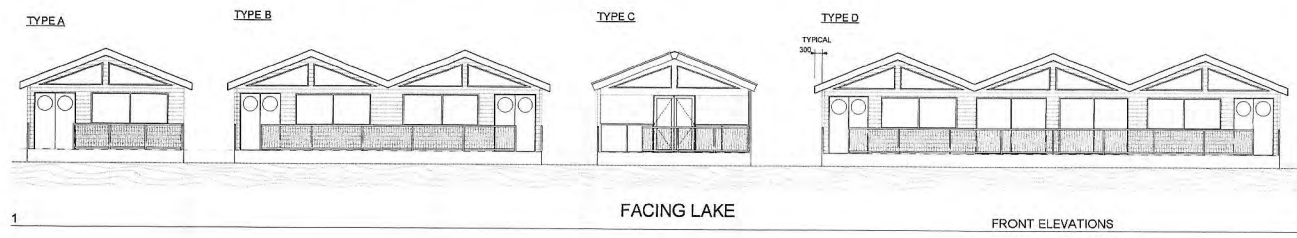
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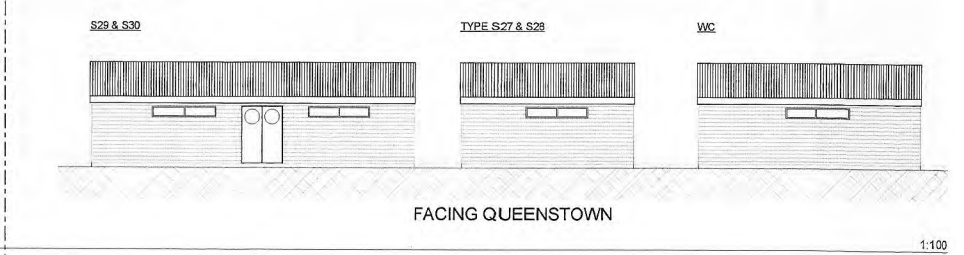
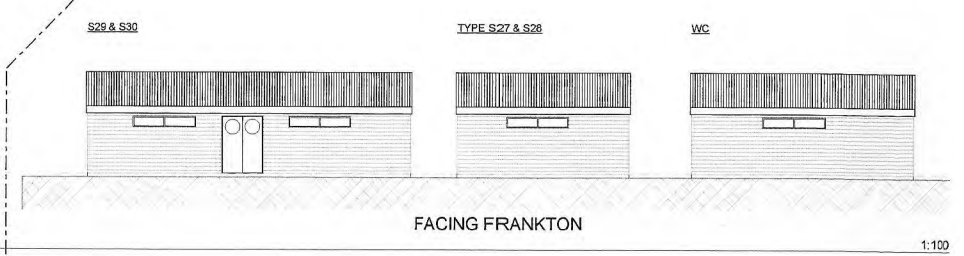
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**QUEENSTOWN LAKES DISTRICT COUNCIL**

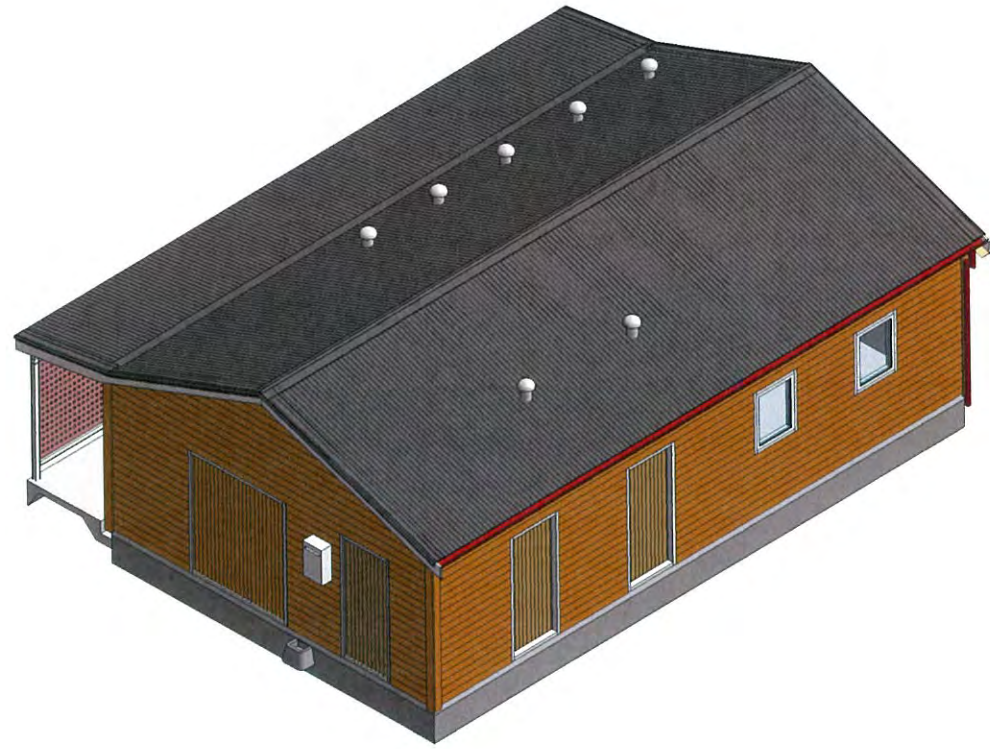
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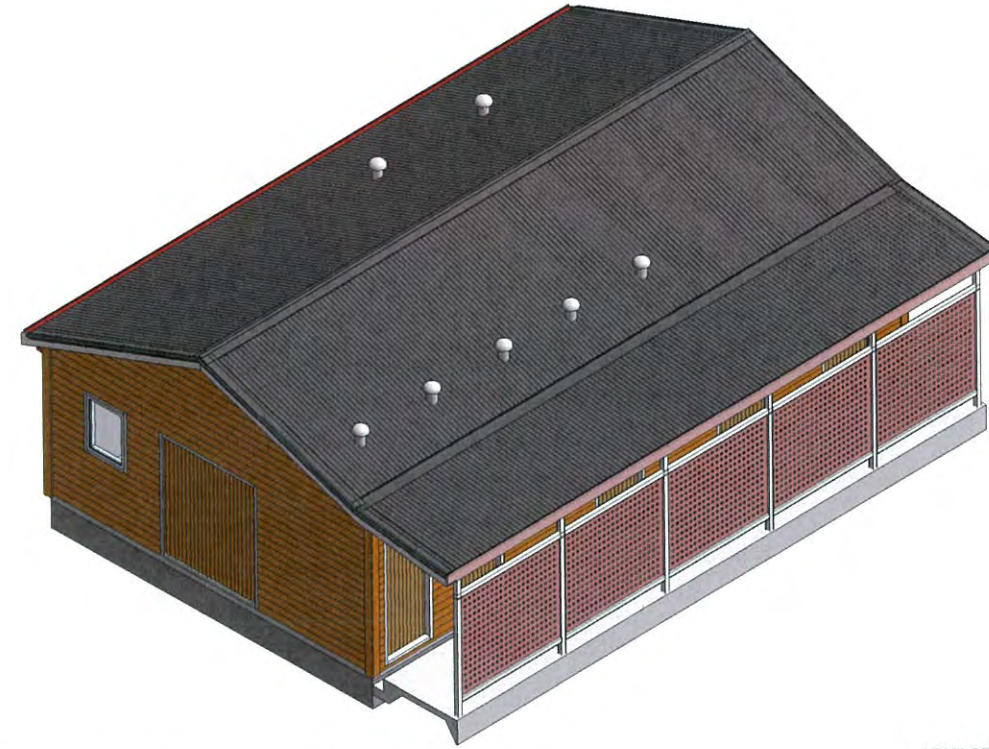
**LAND BASED**

<small>All work and materials to comply with current New Zealand Standards. Read drawings in conjunction with all other structural and materials drawings, specifications and relevant building consents. All measurements to be checked at the time of construction. If in doubt use 3D views are indicative only.          To scale @ A1</small>	<small>Drawing Status</small> INFORMATION ONLY	<small>Sheet Title</small> ELEVATIONS		
	<small>Project</small> MARINA SHEDS LAKES MARINA PROJECTS LTD. QUEENSTOWN	<small>Sheet Number</small> 201	<small>Revision</small> ISSUE 6	<small>Revision</small> Drawn by MJW

20.02.15



TOILET BLOCK - 3D NORTH WEST VIEW



TOILET BLOCK - 3D SOUTH EAST VIEW

LEGAL DESCRIPTION

ADDRESS

WIND REGION : A  
 WIND ZONE : H (Ground Roughness = Open Terrain  
 Site Exposure = Exposed  
 Topographical Class = Gentle, T1)

SNOW ZONE : N5  
 EXPOSURE ZONE : Zone B - Low  
 CLIMATE ZONE : Zone 3  
 EARTHQUAKE ZONE : Zone 3



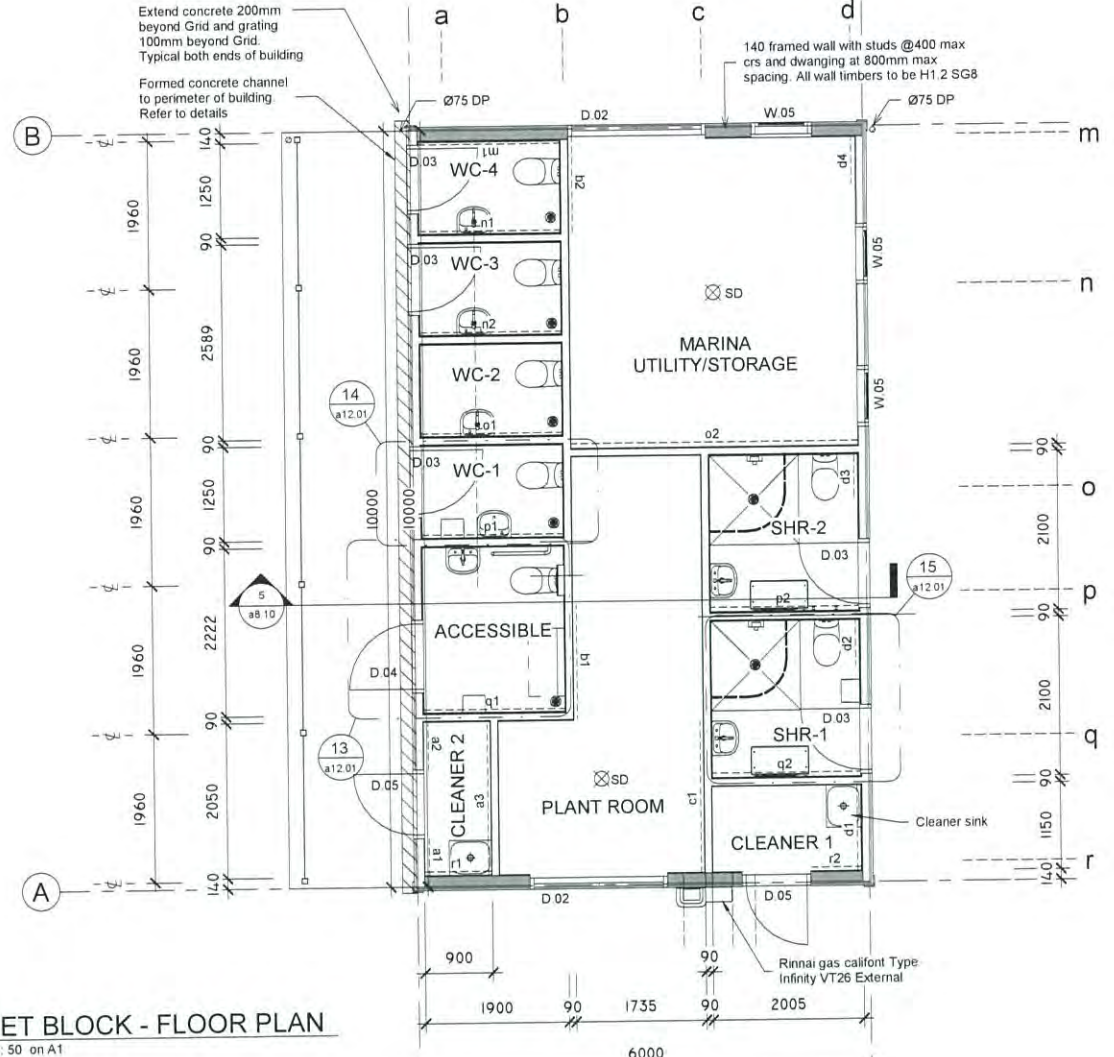
**QUEENSTOWN LAKES DISTRICT COUNCIL**  
  
**APPROVED PLAN:**  
**RM181250**  
  
**Thursday, 25 October 2018**

Date	Revision Description	No.
27-04-18	BUILDING CONSENT ISSUE	G
18-04-18	Issued for Truss Design	F
18-01-18	Preliminary - for Costing purposes only	E
11-12-17	Issue for Review	D
14-11-17	Issue for Pre-application meeting with GLDC	C
10-11-17	Preliminary Issue for Client Review - Updated issued to Secondary Consultants	B
07-11-17	Issued for Client Review	A

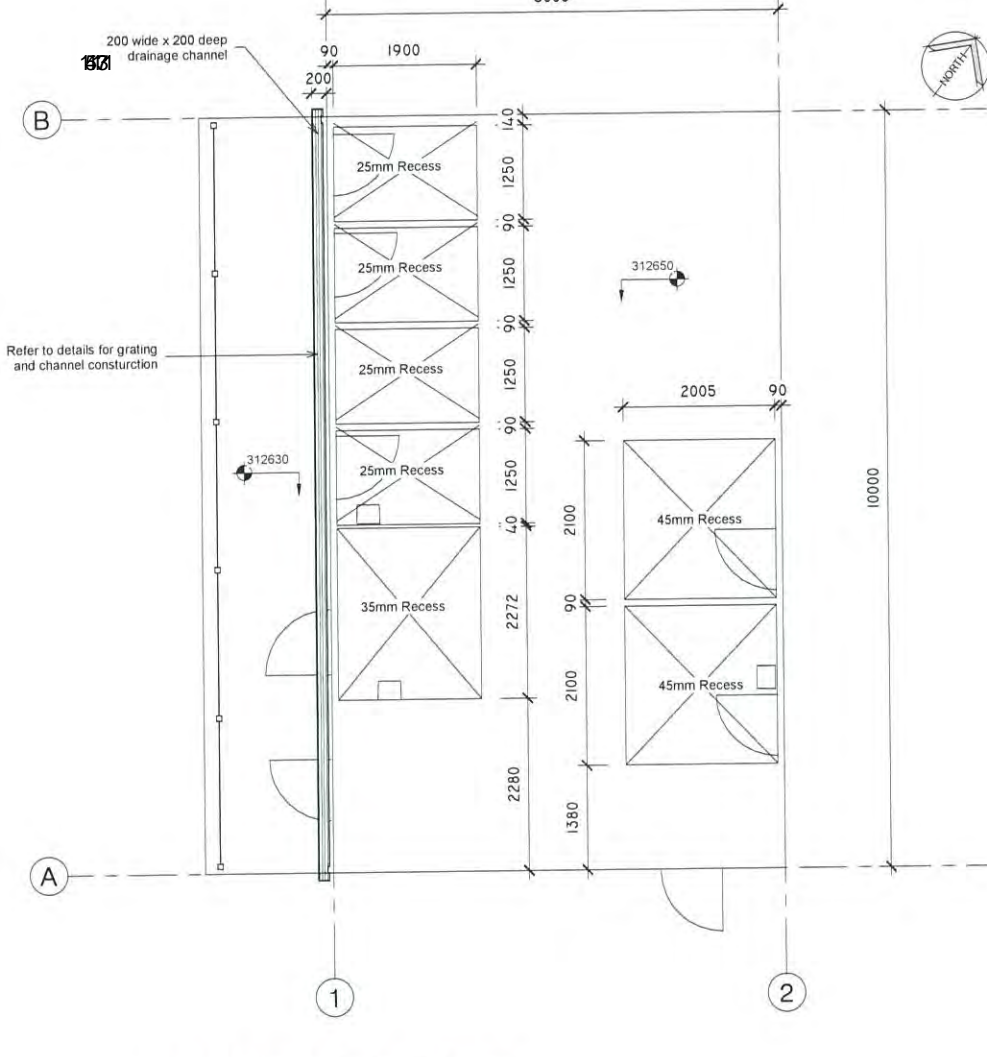
Do Not Scale From These Drawings  
 Use Figured Dimensions Only

Contract: PROPOSED FRANKTON MARINA for Lakes Marina Projects Ltd QUEENSTOWN  
 ARCHITECTURAL STAGE 1  
 Date: October 2017  
 AT SCALES: 1:50 3D View  
 Sheet Title: Architectural - Buildings  
 TOILET BLOCK  
 3D Views  
 Contract: 17087  
 Sheet: a8.00  
 Revision: G  
 BUILDING CONSENT A1





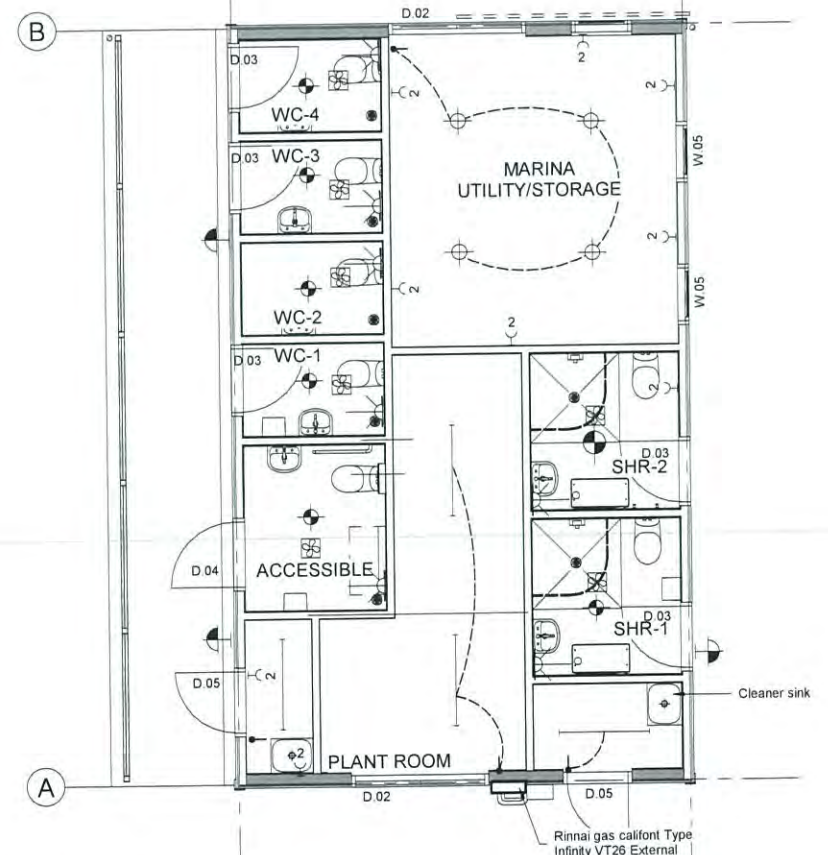
**TOILET BLOCK - FLOOR PLAN**  
Scale - 1:50 on A1



**TOILET BLOCK - SLAB PLAN**  
Scale - 1:50 on A1

**ELECTRICAL LEGEND**

- Ceiling or roof mounted pendant light fitting
- Ceiling mounted bulkhead type light fitting - vandal proof - connected to infra red motion sensor
- Manrose through the roof extract fan connected to light switching - delayed timer shutdown
- 1.2m single tube fluorescent ceiling mounted light fitting
- Wall mounted bulkhead type light fitting - vandal proof - connected to infra red motion sensor
- Double power outlet - Horizontal
- Infra-red motion sensor
- Switch outlet



**TOILET BLOCK - ELECTRICAL**  
Scale - 1:50 on A1

**GENERAL NOTES**

Confirm all dimensions on the job  
All work shall be carried out strictly according to NZS 3604:2011 and the NZBC

To pontoon structures, timber bearers to be H5 treated timbers fixed to pontoons as detailed.  
All floor joists to pontoon structures to be H4 timbers unless noted otherwise, all other timbers to pontoon structures to be H1.2  
all exposed bearer and floor joist fixings to pontoon structures to be Grade 304 stainless steel.  
Fix all frames to slab (Malthoid DPC between plates & concrete) using Ramsel 12150GH Masonry Anchors set 150mm from corners and at 600mm crs elsewhere, all according to 7.5.12 of NZS 3604:2011  
Fix all timber plates to steel members with M12 coach bolts at not more than 1.0m crs unless size and spacings are noted otherwise  
All bolts for this contract are to be galvanneal steel unless noted otherwise  
Fix all studs to top plates with 2.9x3.15 end nails & 2 wire dogs  
Allow to fix all angle bracing, straps, bolts, sheet bracing etc, all as necessary  
All wall and ceiling linings to be stopped to LEVEL 4 finish and apply sealer paint finish only to all plasterboard walls all to manufacturer specifications  
All primary flashings shall comply with Tables 20 - 22 of the NZBC E2AS1 with all flashings finished as detailed  
Unless otherwise specified ALL TIMBER GRADES shall be SG 8  
All timber treatments shall be as shown on the drawings or as specified  
All plumbing and drainage shall be in accordance with NZBC G13AS1  
All foul and stormwater drainage shall be run in 100mm uPVC, all to AS/NZS 1260 and be run to min grades of 1:60  
Cold water supply pipework shall be run from site main in Polybutylene, all to AS/NZS 2642 parts 1 - 3, reticulate to all fittings using 20mm Buteline pipework. Hose tap upstands to be in copper to NZS 3501 and polybutylene fixing clips  
All Buteline pipe shall be factory tested and certified for use, then water tested after installation to 1500kPa Pressure for 15 minutes ensure 'Dux Secura' compliant, and to NZS 7643  
All pipework for this contract above ground shall be frost protected using insulation as noted on the drawings  
Allow to wrap around all drains penetrating concrete walls or slab with Densolape  
Ensure tempering valve is fitted to hot water system  
Any and all Electrical work shall be undertaken by registered Electrician with any downlights to be 1.C rated

**WALL LEGEND**

All exterior framed walls shall be either -

- New 90x45mm H1 2 SG8 framing
- New 140x45mm H1 2 SG8 framing
- Studs @ 400mm crs max
- Dwangs @ 800mm crs max
- 7mm CD H1 2 plywood bracing to internal face
- 10mm Gb Standard over plywood
- ex 150x25 Western Red Cedar bandsawn finish bene/back weatherboards over 20mm H3.2 cavity battens at 400 crs
- ex 25 WR Cedar coverboards band sawn finish complete with fitted scribes
- Fix WR Cedar scribes to all aluminium joinery as detailed

Wall and ceiling finishes to all internal faces of Toilet Block to be 9.0mm villaboard with all exposed joints to be Level 4 stopped finish ready for paint finish

Brace Lines  
 Brace Line Elements

**QUEENSTOWN LAKES DISTRICT COUNCIL**

**APPROVED PLAN:**  
**RM181250**

**Thursday, 25 October 2018**

Phone: (03) 489 4196  
Fax: (03) 489 6078  
12 Thames Street  
Mosgiel 9024  
New Zealand

**WJ CADZOW**  
Building Design and Drafting Services

Date	Revision Description	No.
27-04-18	BUILDING CONSENT ISSUE	H
18-04-18	Issued for Truss Design	G
18-01-18	Preliminary - for Costing purposes only	F
11-12-17	Issue for Review	E
14-11-17	Issue for Pre-application meeting with QLDC	D
12-11-17	Cleaners Room changed, toilet layouts changed	C
10-11-17	Preliminary Issue for Client Review - Updated issued to Secondary Consultants	B
07-11-17	Issued for Client Review	A

Do Not Scale From These Drawings  
Use Figured Dimensions Only

Contract: **PROPOSED FRANKTON MARINA for Lakes Marina Projects Ltd QUEENSTOWN**

**ARCHITECTURAL STAGE 1**

Date: October 2017  
All Scales: As indicated

Sheet Title: **Architectural - Buildings TOILET BLOCK Floor, Slab & Electrical Plans**

Contract: 17087  
Sheet: **a8.05**

CDI File Name: \_\_\_\_\_  
Revision: \_\_\_\_\_

**BUILDING CONSENT A1**



**General Notes:**

1. All dimensions are in millimetres unless otherwise specified.
2. All Reduced Level's (RL's) are in metres unless otherwise specified.
3. These drawings shall be read in conjunction with all other survey drawings, existing service drawings, service diversion drawings, and Dial Before You Dig drawings.
6. The contractor shall ensure a services search has been carried out, and that all existing structures, services (including redundant services) and utilities are located prior to commencement of works. The contractor is to implement protection and avoidance measures to ensure no damage occurs in the process of carrying out the works.
7. The contractor is to complete a dilapidation survey of adjacent structures immediately prior to and post completion of the works as necessary.
8. Any discrepancies or non-compliance with the design drawings are to be referred to J Steel Australasia (JSA) for clarification.
9. All materials, workmanship and tolerances shall be in accordance with Australian and New Zealand Standards, except where modified by these drawings. The applicable standards shall be the referenced standards current at date of drawing issue.

**Sheet Piles:**

10. Piles to be installed in accordance with the procedures and requirements of AS2159:2009 *Piling - Design and installation*.
11. JSA has relied on the Geotechnical Investigation undertaken by Tonkin & Taylor for determining subsurface conditions. JSA shall be notified immediately if subsurface ground conditions differ from the geotechnical investigation and/or design, and if for any reason the piles cannot be installed to the required design depth. This may require monitoring by an appropriately experienced geotechnical engineer.
12. Ground levels and pile embedments shall be strictly in accordance with those shown on these drawings.
13. Over dredge and over excavation has not been allowed. No other filling/excavation is allowed without JSA design review.
14. The construction surcharge loadings allowed for in the design are shown on the drawings (including exclusion zones). These are not to be exceed at any time without approval from JSA.
15. A design life of 50 years has been adopted.
16. Pre-boring of piles is not permitted without prior written approval from JSA.
17. All sheetpiles shall be fully clutched to adjacent sheets over their entire length, except in corners where 8.5m has been specified.
18. Do not use damaged sheetpiles. Remove and replace if damaged during installation.
19. Piling records are to be obtained in accordance with AS2159:2009 and sent to JSA on a weekly basis for review.

**Monitoring and Inspection:**

20. JSA requires 72hrs notice of any engineering inspection required.
21. Visual and survey monitoring of the sheet pile wall to be undertaken quarterly. Should noticeable movement of the sheetpiles occur, notify JSA immediately. Proceed on advice from JSA.
22. Survey targets are to be positioned at the top of the sheetpile wall every 25m in plan length.
23. Baseline measurements are to be recorded immediately after sheetpile installation.

**Structural Steel Fabrication & Tie Bars:**

29. All structural steel, fabrication and erection to be in accordance with AS4100 1998.
30. All hot rolled sections (including tie bars) to be to EN10025-2 2004 grade 500 or equivalent.
31. All spreader plates to be to AS3678 grade 300.
32. All sheet piles to be manufactured to EN10248 1996, grade S430GP for the main and wing walls and grade S240GP with the anchor wall.
35. All holes for tie bars can be neatly flame cut, or drilled full size and shall not be bigger than Ø43mm for a Ø40mm M42 tiebar.
36. All sharp edges should be removed by grinding.
37. Tie bars shall be tensioned to 5kN.
38. After tensioning, all tie bar bolts are to be tightened snug tight, achieved by a few impacts of an impact wrench or by the full effort of a person using a standard podger spanner.

**Structural Welding:**

39. All structural welding of sheetpile corner sections shall be to AS1554.1 2011 category Structural Purpose (SP).
42. The weld shall be an intermittent weld with an effective weld thickness ( $a_w$ ) of 5 to 6 mm. Total length of the intermittent weld being 30% of the sheet pile length meaning three welds of 100 mm each per metre of sheet pile.
43. The minimum tensile strength of weld metal shall be 410MPa.
44. All welds are to be visually inspected as per requirements of AS1554.1.

**Structural Concrete:**

45. All materials and workmanship shall be in accordance with AS3600:2009.
46. All concrete to be minimum  $f_c = 40$  MPa marine grade, 80mm slump and 20mm aggregate size.
47. Sulphate resistant concrete to be used at all times.
48. Reinforcing steel all grade 500E
49. Concrete cover 60mm



**Earthworks/Working Platform:**

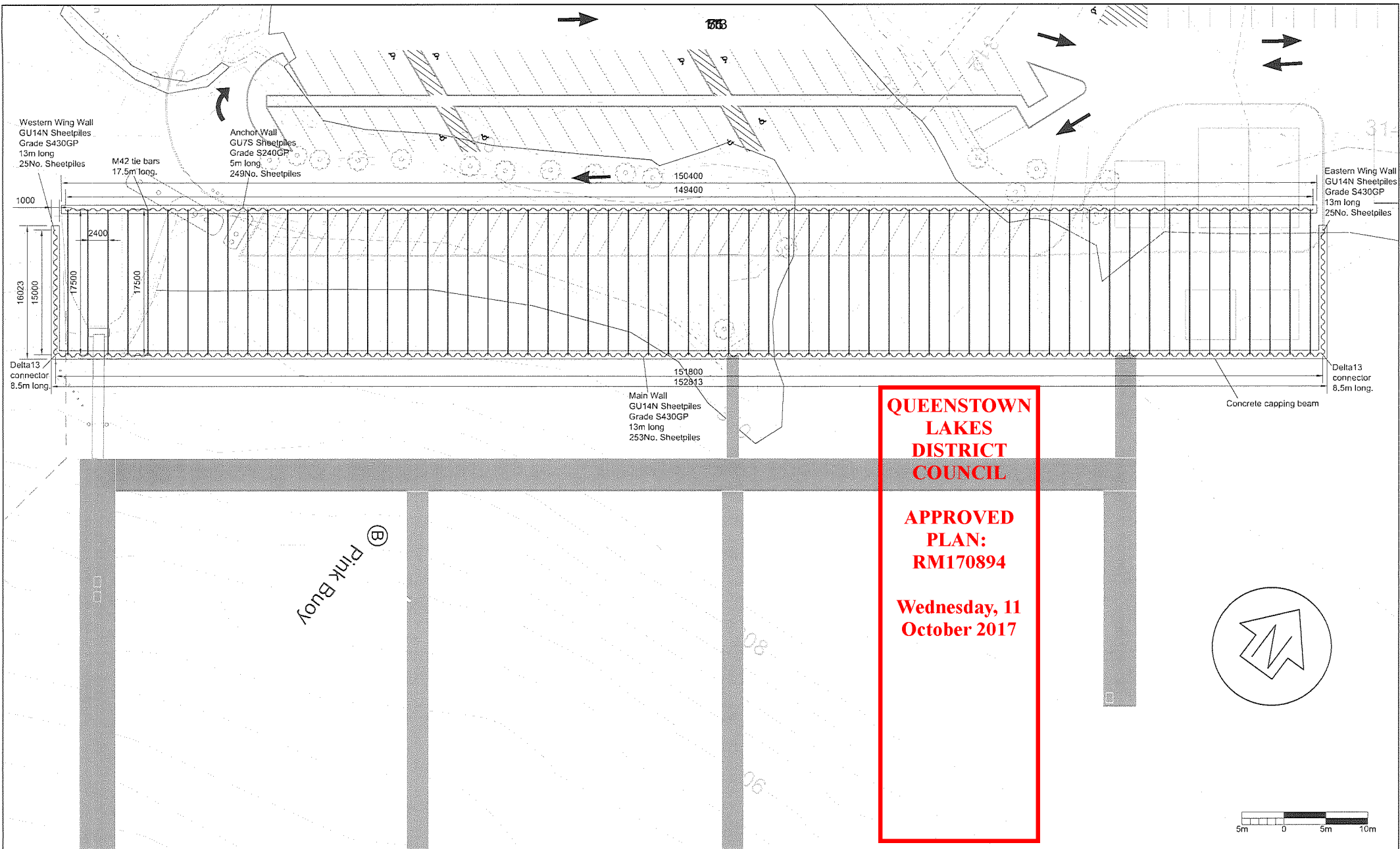
50. The excavation and backfill sequence/methodology to be as detailed in the design report.
51. The specification of the engineered backfill is to meet requirements of the design report.
52. All piling (working) platforms are to be designed by others.
53. Stability of all temporary batters is the responsibility of the contractor.

**QUEENSTOWN LAKES DISTRICT  
COUNCIL**

**APPROVED PLAN:  
RM170894**

**Wednesday, 11 October 2017**

		 <p>Level 23, 207 Kent Street Sydney, NSW, 2000 T: +61 2 8198 9500 E: contact@jsteel.com.au W: www.jsteel.com.au</p>		CLIENT	MAIN CONTRACTOR	PROJECT TITLE	DESIGNED	DRAWN	CHECKED	APPROVED
							CW	CW	XX	XX
					FRANKTON MARINA, NZ	19-02-16	19-02-16	XX-XX-XX	XX-XX-XX	
						DRAWING TITLE	JD No.	DWG No.	STATUS	REV No.
					GENERAL NOTES	1531	01	C	01	



**QUEENSTOWN  
LAKES  
DISTRICT  
COUNCIL**  
  
**APPROVED  
PLAN:  
RM170894**  
  
**Wednesday, 11  
October 2017**

XX	XX	XX	XX-XX-XX
REV	DESCRIPTION	BY	DATE

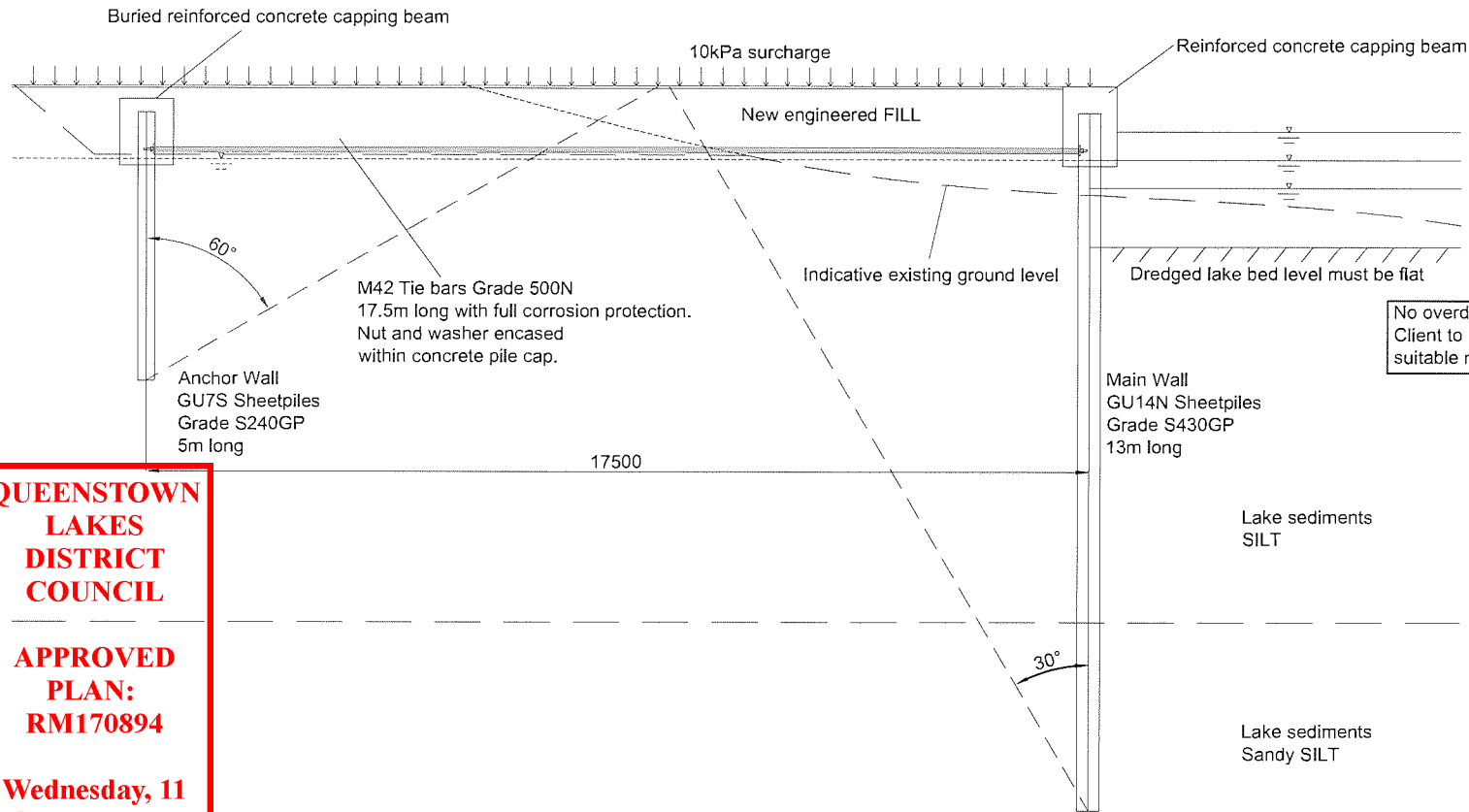
  
 Level 23, 207 Kent Street  
 Sydney, NSW, 2000  
 T: +61 2 8198 9500  
 E: contact@jsteel.com.au  
 W: www.jsteel.com.au

CLIENT

MAIN CONTRACTOR  


PROJECT TITLE  
 FRANKTON MARINA, NZ  
  
 DRAWING TITLE  
 PLAN GENERAL ARRANGEMENT  
 QUAY WALL

DESIGNED CW	DRAWN CW	CHECKED XX	APPROVED XX
19-02-16	19-02-16	XX-XX-XX	XX-XX-XX
JD No.	DWG No.	STATUS	REV No.
1531	02	C	01



- + 311.50m Esplanade level
- + 311.00m Top of sheetpile walls
- + 310.65m HWL
- + 310.20m Stage 1 Fill/Excavation level
- + 310.12m MWL
- + 309.70m Drainage holes @ min. 2.4m c/c
- + 309.60m LWL
- + 308.50m Dredged lake bed level

No overredge has been considered.  
Client to provide scour protection or suitable monitoring programme.

- + 305.00m Toe of sheetpile - Anchor Wall
- + 301.50m
- + 298.00m Toe of sheetpile - Main Wall

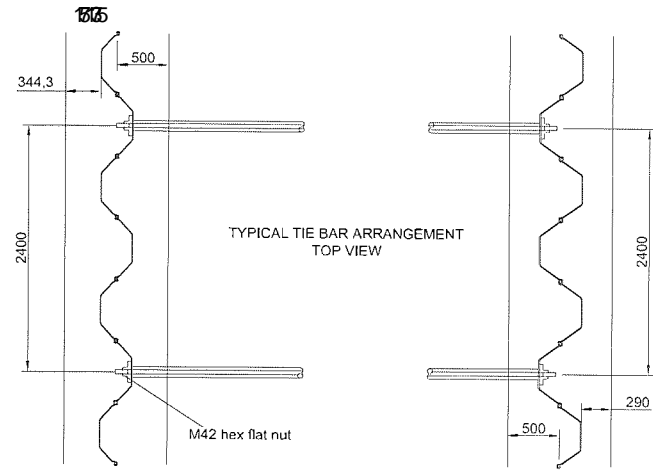
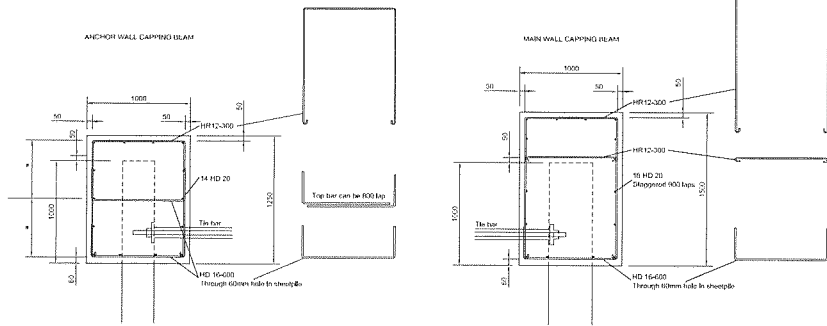
**QUEENSTOWN  
LAKES  
DISTRICT  
COUNCIL**

**APPROVED  
PLAN:  
RM170894**

**Wednesday, 11  
October 2017**

						CLIENT			PROJECT TITLE		DESIGNED	DRAWN	CHECKED	APPROVED
				Level 23, 207 Kent Street Sydney, NSW, 2000 T: +61 2 8198 9500 E: contact@jsteel.com.au W: www.jsteel.com.au					FRANKTON MARINA, NZ		CW	CW	XX	XX
XX	XX	XX	XX-XX-XX								19-02-16	19-02-16	XX-XX-XX	XX-XX-XX
REV	DESCRIPTION	BY	DATE						DRAWING TITLE		JD No.	DWG No.	STATUS	REV No.
									QUAY WALL SECTION		1531	03	C	01





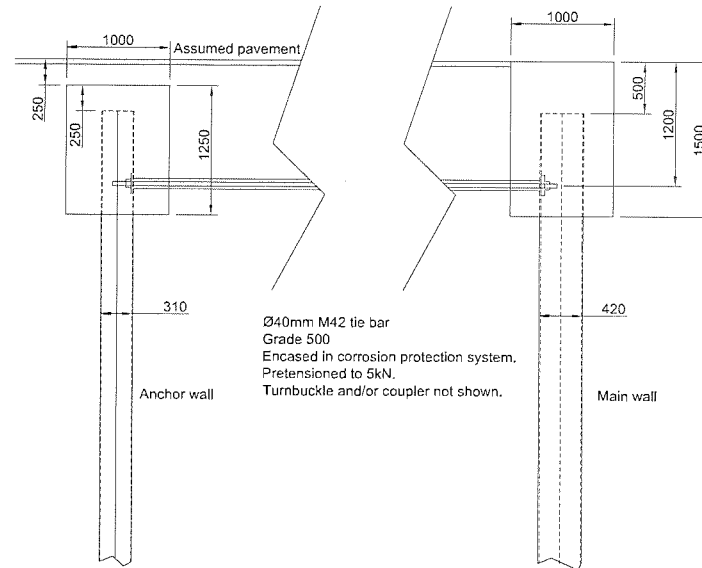
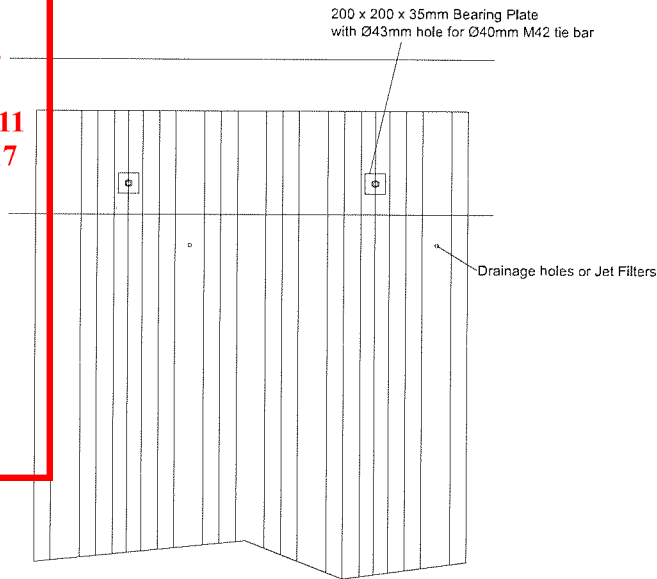
**QUEENSTOWN  
LAKES  
DISTRICT  
COUNCIL**

**APPROVED  
PLAN:  
RM170894**

**Wednesday, 11  
October 2017**

SECTION - FRONT VIEW (MAIN WALL)

SECTION - SIDE VIEW



- + 311.50m Top of capping beam (main wall)
- + 311.25m Top of capping beam (anchor wall)
- + 311.00m Top of sheetpile
- + 310.30m Tie bar level
- + 310.00m Base of capping beams
- + 309.70m Drainage holes (or Jet Filters).  
Min. 2.4m c/c spacing

Ø40mm M42 tie bar  
Grade 500  
Encased in corrosion protection system.  
Pretensioned to 5kN.  
Turnbuckle and/or coupler not shown.

1	Concrete capping detail	CW	01-04-16
REV	DESCRIPTION	BY	DATE

**JSTEEL**  
Australasia

Level 23, 207 Kent Street  
Sydney, NSW, 2000  
T: +61 2 8198 9500  
E: contact@jsteel.com.au  
W: www.jsteel.com.au

CLIENT

MAIN CONTRACTOR

**Fulton Hogan**

PROJECT TITLE  
FRANKTON MARINA, NZ

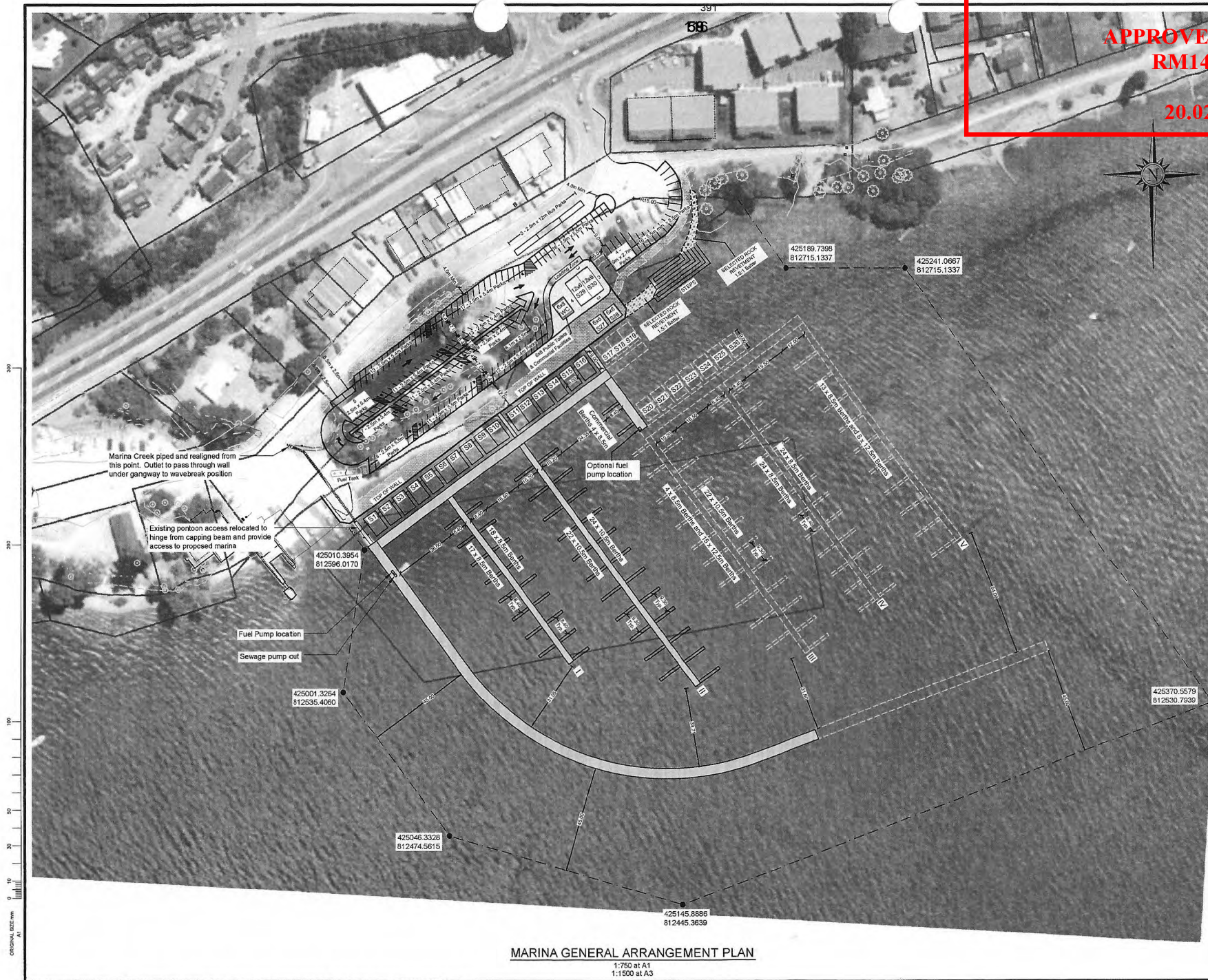
DRAWING TITLE  
TIE BAR CONNECTIONS &  
CONCRETE CAPPING BEAM

DESIGNED CW	DRAWN CW	CHECKED XX	APPROVED XX
19-02-16	19-02-16	XX-XX-XX	XX-XX-XX
JD No.	DWG No.	STATUS	REV No.
1531	04	C	01

APPROVED PLAN:

RM140061

20.02.15



E	Marina & land based design updated	RMD	28/01/14
D	Marina shoreline & Lake works updated	RMD	05/12/13
C	Stage 2 restoration amended	RMD	20/09/13
B	Amenities updated	RMD	17/09/13
A	Marina position and layout updated	RMD	16/09/13
No.	Revisions	App	Date
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Designed	RMDIARB	July 13	
Drawn	A.R. Bird	July 13	
Received			
Approved			

Client	LAKES MARINA PROJECTS LTD
Project	PROPOSED FRANKTON MARINA
Sheet Title	MARINA GENERAL ARRANGEMENT PLAN

**emtech**  
Engineering & Marine Consultants  
PO Box 681, Dunedin 9054 - 03 477 2836 - www.emtech.co.nz

Project	Drawing	Revision
13039	01	E

MARINA GENERAL ARRANGEMENT PLAN

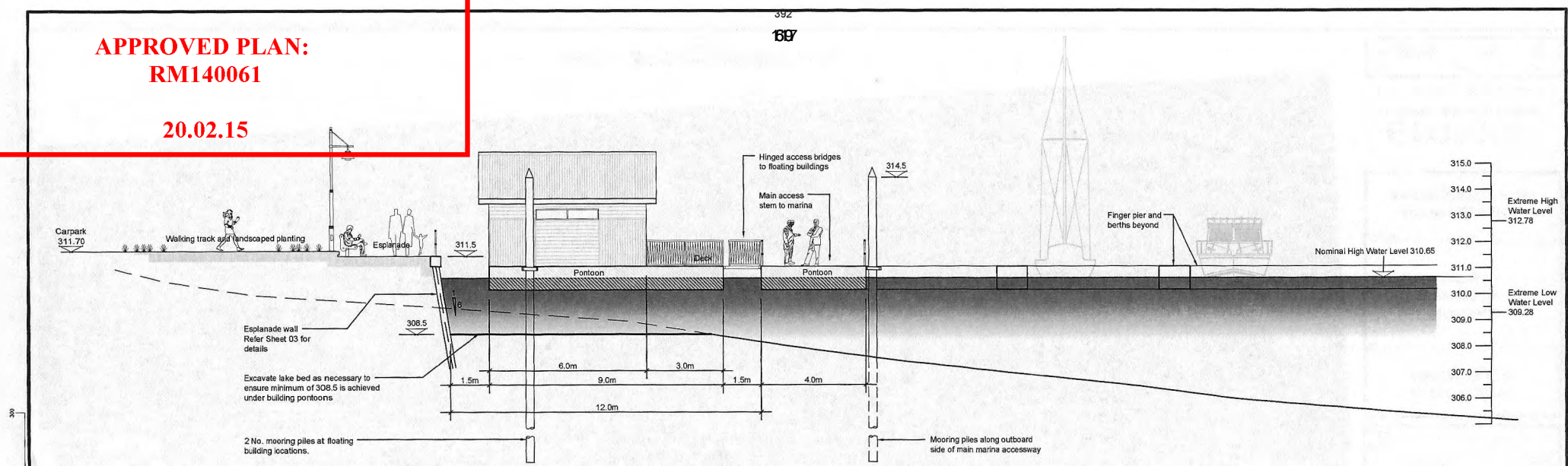
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1:1500 at A3

ORIGINAL DIMENSIONS

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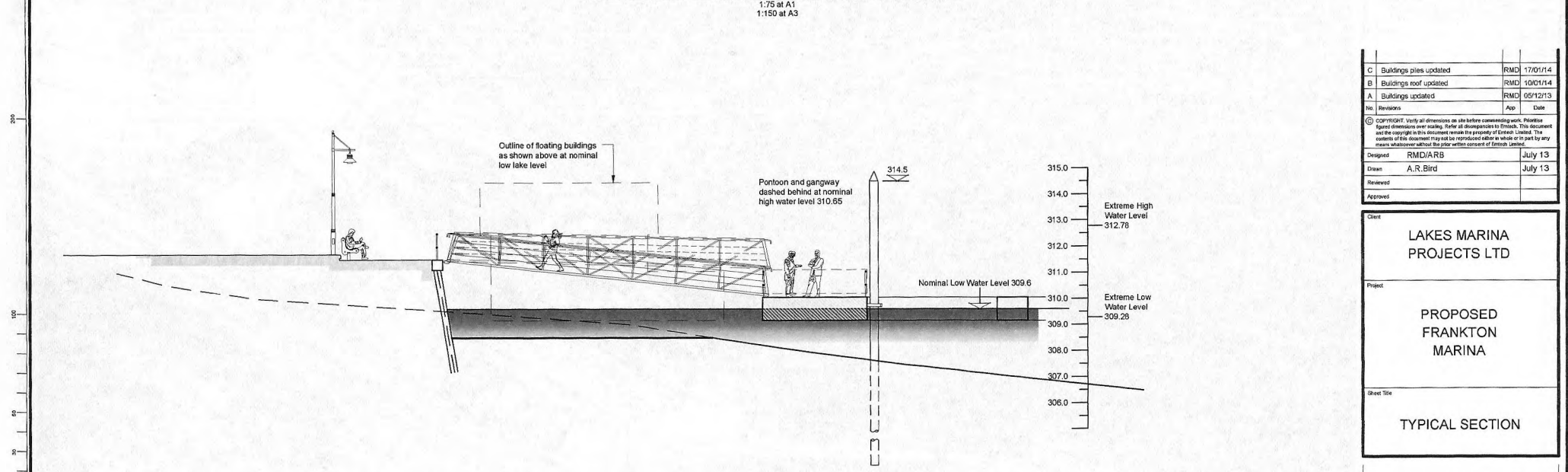
**APPROVED PLAN:  
RM140061**

**20.02.15**



**TYPICAL CROSS SECTION THROUGH ESPLANADE WALL**

1:75 at A1  
1:150 at A3



**TYPICAL CROSS SECTION THROUGH ESPLANADE WALL**

1:75 at A1  
1:150 at A3

C	Buildings piles updated	RMD	17/01/14
B	Buildings roof updated	RMD	10/01/14
A	Buildings updated	RMD	05/12/13
No.	Revisions	App	Date
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Designed	RMD/ARB	July 13	
Drawn	A.R.Bird	July 13	
Reviewed			
Approved			

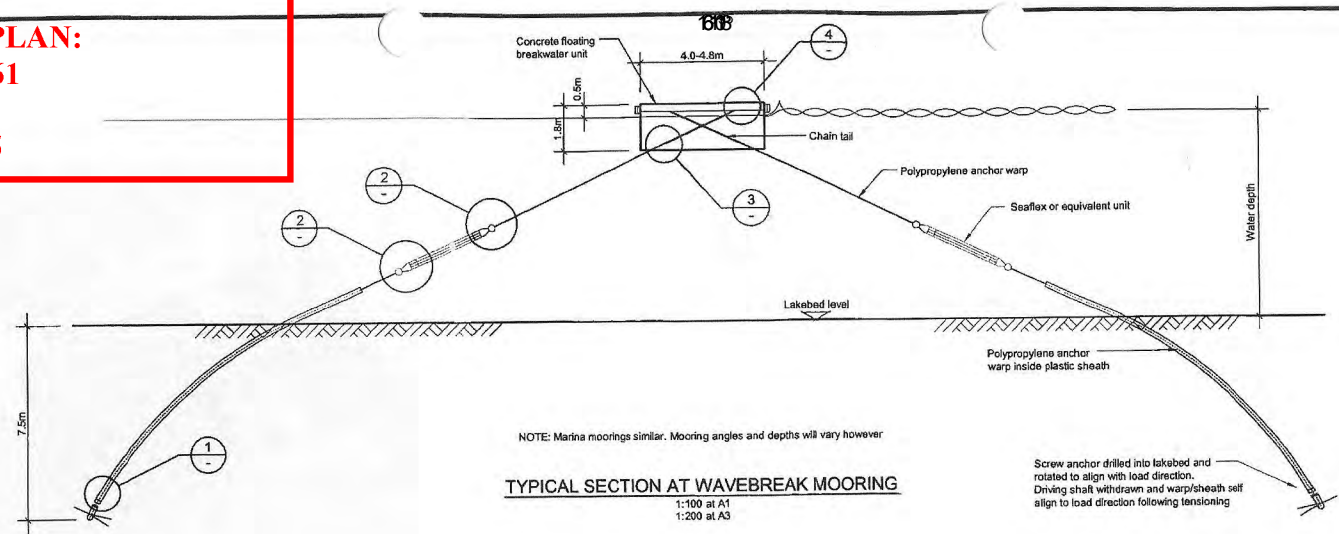
Client	LAKES MARINA PROJECTS LTD
Project	PROPOSED FRANKTON MARINA
Sheet Title	TYPICAL SECTION

**emtech**  
Engineering & Marine Consultants  
PO Box 681, Dunedin 9054 - 03 477 2836 - www.emtech.co.nz

Project	13039	Drawing	02	Revision	C
---------	-------	---------	----	----------	---

**APPROVED PLAN:  
RM140061**

**20.02.15**



NOTE: Marina moorings similar. Mooring angles and depths will vary however

**TYPICAL SECTION AT WAVEBREAK MOORING**

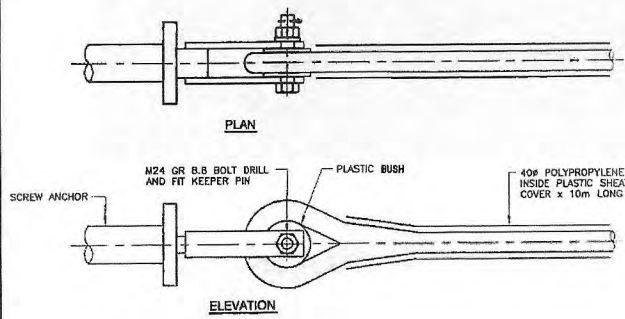
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1:200 at A3

**IMPORTANT NOTES**

ALL PRELIMINARY DESIGN INFORMATION HAS BEEN PREPARED IN CONJUNCTION WITH OCEL CONSULTANTS NZ LIMITED.

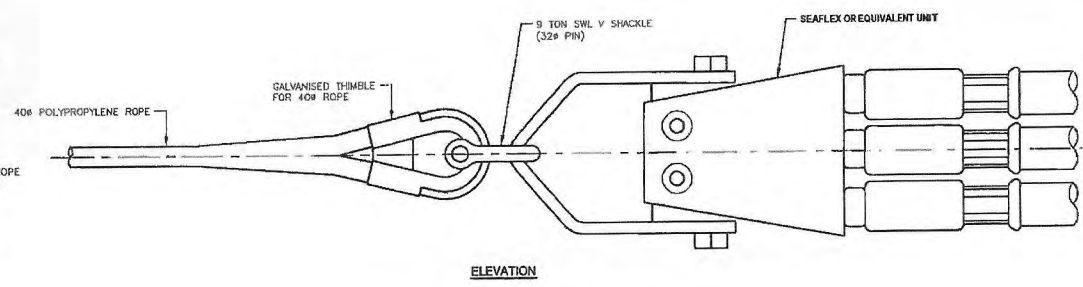
THIS INFORMATION HAS BEEN BASED ON PREVIOUS TESTING AND GEOTECHNICAL INFORMATION PREVIOUSLY PROVIDED TO QLDC FOR THE QMDL MARINA PROPOSAL.

PLEASE NOTE SOME DETAILS MAY DIFFER SLIGHTLY DEPENDING ON SELECTION OF PROPRIETARY EQUIPMENT SUPPLY



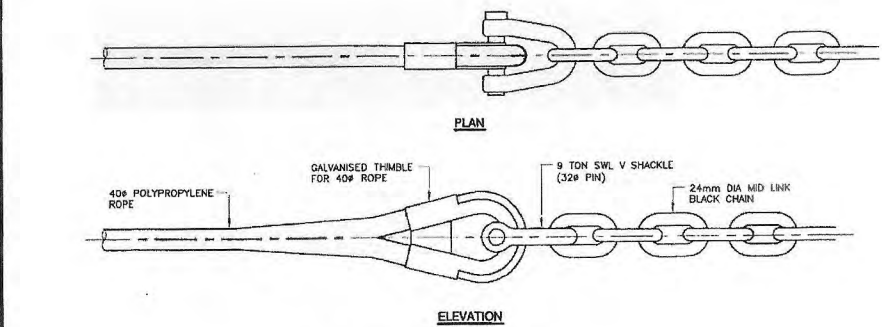
**CONNECTION DETAIL 1**

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1:10 at A3



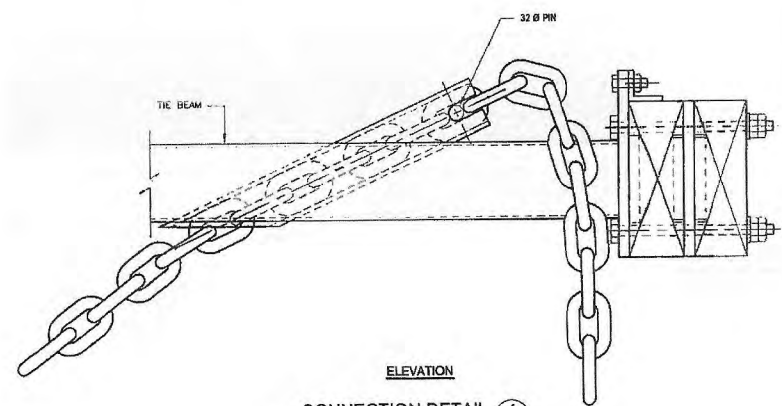
**CONNECTION DETAIL 2**

1:5 at A1  
1:10 at A3



**CONNECTION DETAIL 3**

1:5 at A1  
1:10 at A3



**CONNECTION DETAIL 4**

1:5 at A1  
1:10 at A3

No	Revisions	Appr	Date

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Designed	RMD/ARB	July 13
Drawn	A.R.Bird	July 13
Reviewed		
Approved		

Client	LAKES MARINA PROJECT LTD
Project	PROPOSED FRANKTON MARINA
Sheet Title	TYPICAL MOORING SECTION AND DETAILS

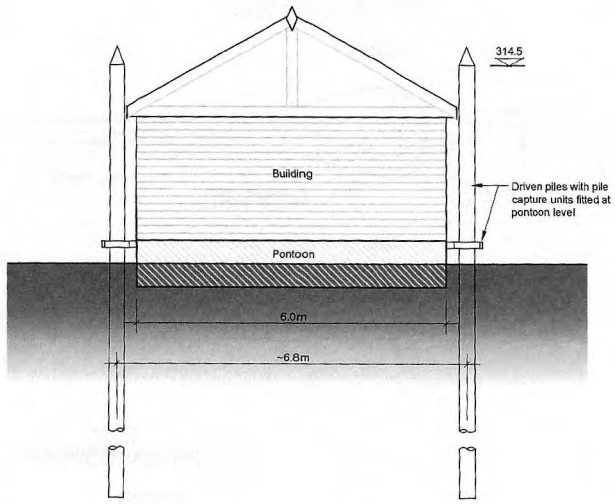
**emtech**  
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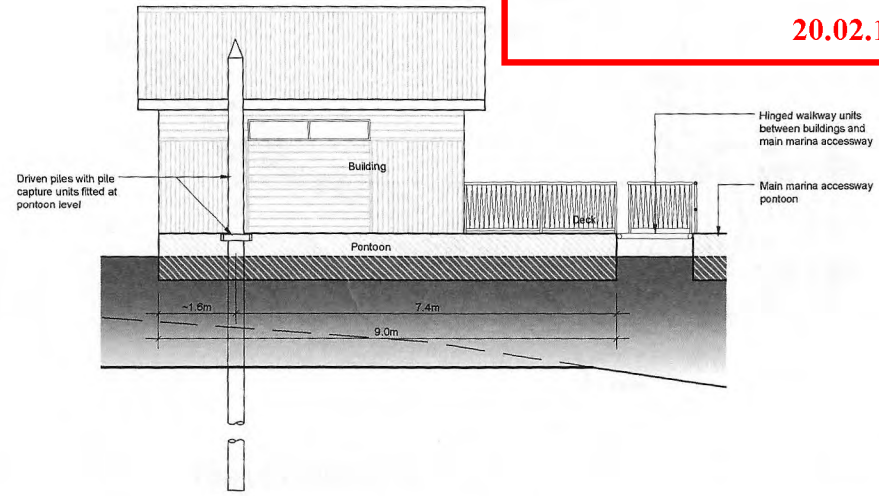
Project	13039	Drawing	05	Revision	-
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APPROVED PLAN:  
RM140061

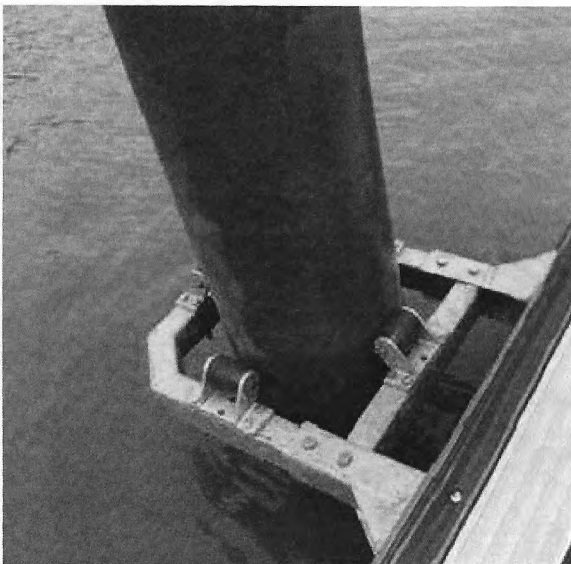
20.02.15



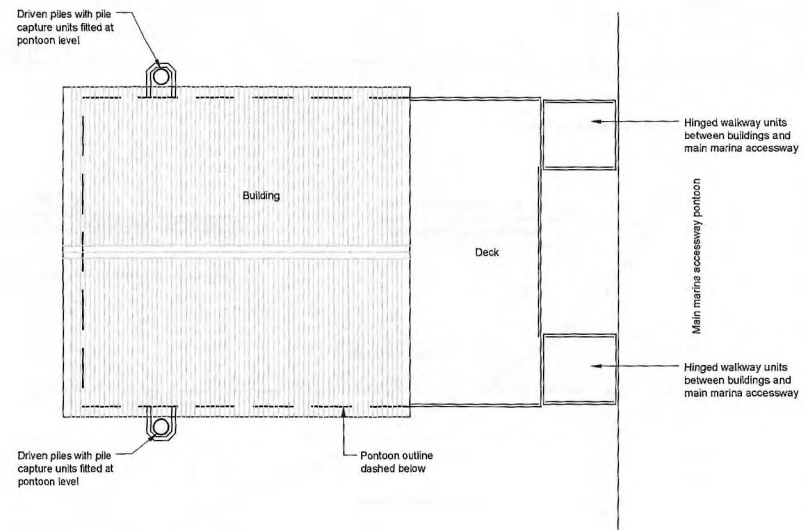
TYPICAL BUILDING END ELEVATION WITH MOORING PILES  
1:50 at A1  
1:100 at A3



TYPICAL BUILDING SIDE ELEVATION WITH MOORING PILES  
1:50 at A1  
1:100 at A3



TYPICAL BUILDING PILE CONNECTION  
1:50 at A1  
1:100 at A3



TYPICAL PLAN OF BUILDING MOORING PILES  
1:50 at A1  
1:100 at A3

No.	Revisions	App.	Date
1	Copyright notice added		
2	Design and drawing updates		
3	Final design and drawing		

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Designed: RMD/ARB July 13  
 Drawn: A.R. Bird July 13  
 Reviewed:  
 Approved:

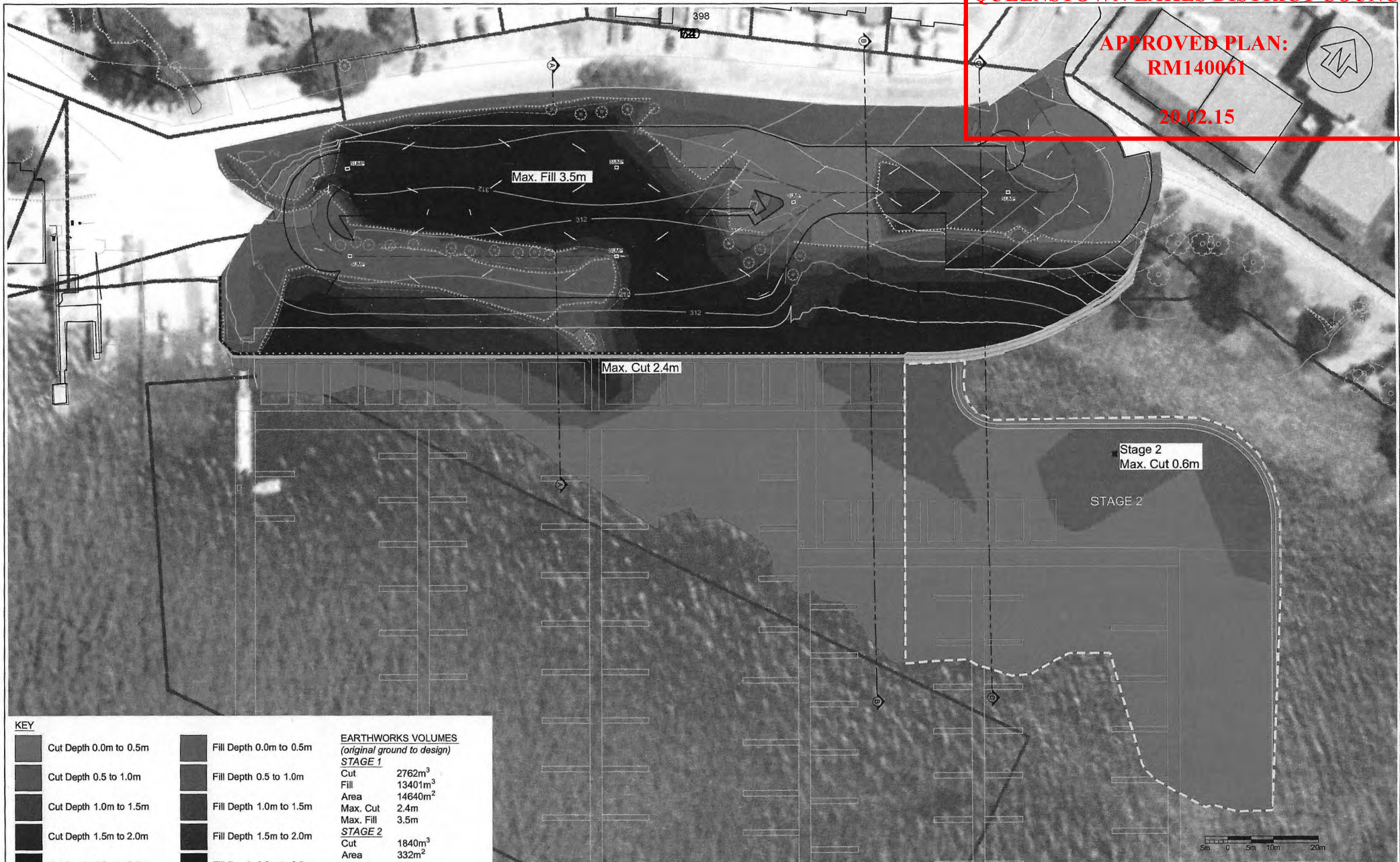
Client	LAKES MARINA PROJECTS LTD
Project	PROPOSED FRANKTON MARINA
Sheet Title	TYPICAL BUILDING MOORING PILE ELEVATION AND DETAILS

<b>emtech</b> Engineering & Marine Consultants PO Box 681, Dunedin 9054 - 03 477 2836 - www.emtech.co.nz		
Project	Drawing	Revision
13039	06	-

ORIGINAL SIZE: A1

APPROVED PLAN:  
RM140061

20.02.15



KEY

	Cut Depth 0.0m to 0.5m		Fill Depth 0.0m to 0.5m
	Cut Depth 0.5 to 1.0m		Fill Depth 0.5 to 1.0m
	Cut Depth 1.0m to 1.5m		Fill Depth 1.0m to 1.5m
	Cut Depth 1.5m to 2.0m		Fill Depth 1.5m to 2.0m
	Cut Depth 2.0m to 2.5m		Fill Depth 2.0m to 2.5m
			Fill Depth 2.5m to 3.0m
			Fill Depth 3.0m to 3.5m

EARTHWORKS VOLUMES  
(original ground to design)

<b>STAGE 1</b>	
Cut	2762m <sup>3</sup>
Fill	13401m <sup>3</sup>
Area	14640m <sup>2</sup>
Max. Cut	2.4m
Max. Fill	3.5m
<b>STAGE 2</b>	
Cut	1840m <sup>3</sup>
Area	332m <sup>2</sup>
Max. Cut	0.6m

NOTE: Contours show design surface level,  
Interval 0.25m

5m 0 5m 10m 20m

REV.	DATE	REVISION DETAILS	BY
E	31.01.14	Text alterations	RVB
D	27.01.14	Stage 2 Earthworks amended	JDR
C	21.01.14	Earthworks amended	JDR
B	04.12.13	Earthworks amended	JDR
A	22.11.13	Initial Issue	JDR

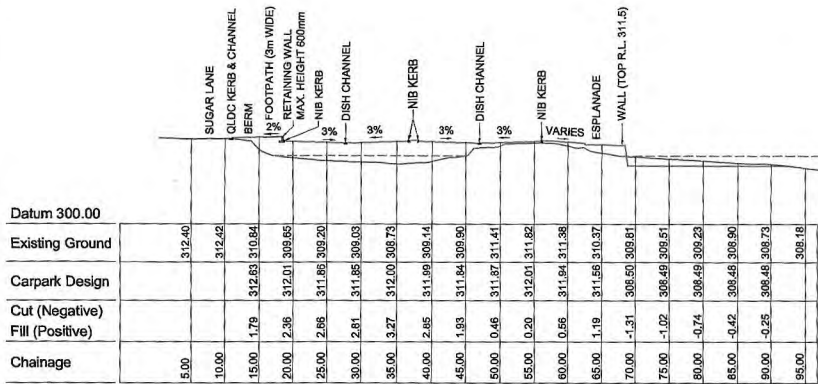
WARNING NOTE:  
This consultation plan has been prepared for the client from field survey and existing records for the purpose of a proposed Marina on the land. It is to read in conjunction with our terms of engagement to Lakes Marina Project Ltd. It should not be used by the client company for any other purpose. The plan is not to be relied on by any other person for any purpose whatsoever.

DATE: 22 Nov 2013  
BY: Jason Rhind  
Scale: 1:750  
Original Plan A3  
DRAWING & ISSUE No. 3451-8E-1E

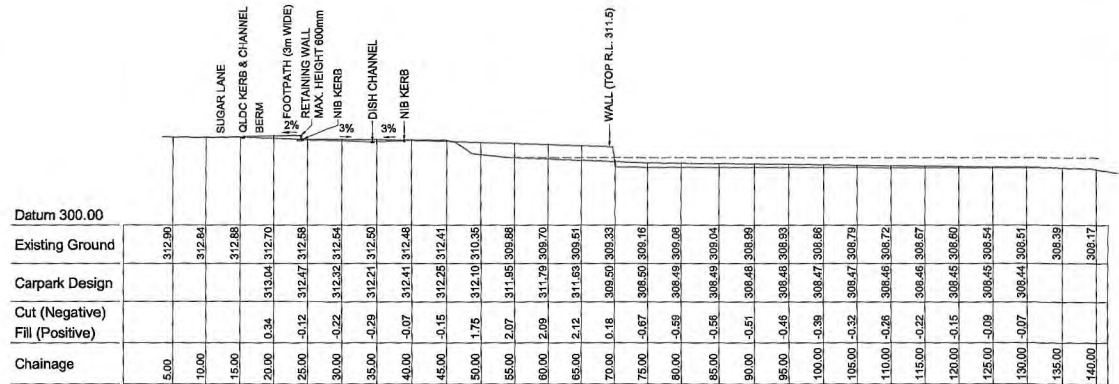
TITLE:  
**Proposed Frankton Marina Earthworks  
for Lakes Marina Project Ltd**

**AURUM**  
  
**SURVEY**

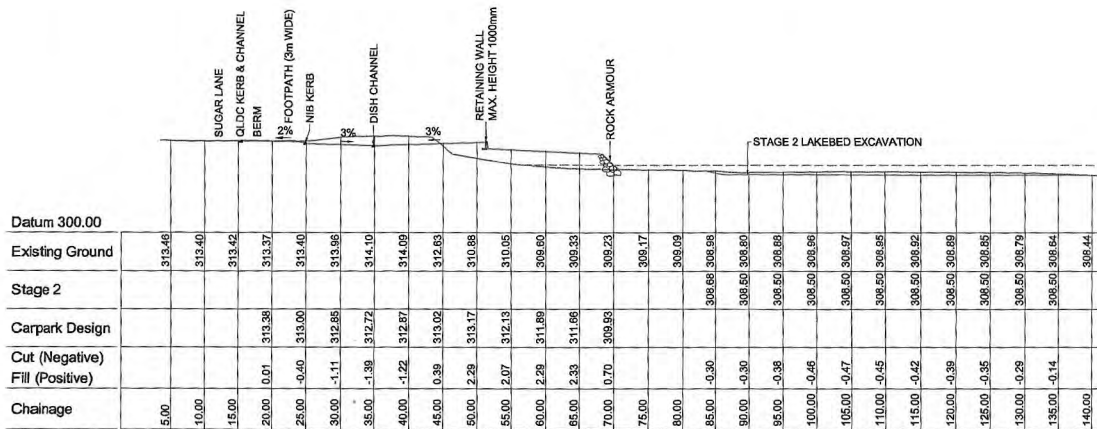
PO Box 2493  
Wakatipu 9349  
Ph 03 442 3466  
Fax 03 442 3469  
Email admin@ascl.co.nz



Section A  
Horizontal scale 1:750  
Vertical scale 1:750



Section B  
Horizontal scale 1:750  
Vertical scale 1:750



Section C  
Horizontal scale 1:750  
Vertical scale 1:750

**QUEENSTOWN LAKES DISTRICT COUNCIL**

**APPROVED PLAN:  
RM140061**

REV.	DATE	REVISION DETAILS	BY:
D	27.01.14	Stage 2 Earthworks altered	JDR
C	21.01.14	Earthworks altered	JDR
B	04.12.13	Earthworks altered	JDR
A	22.11.13	Initial Issue	JDR

**WARNING NOTE:**  
This consultation plan has been prepared for the client from field survey and existing records for the purpose of a proposed Marina on the land. It is to read in conjunction with our terms of engagement to Lakes Marina Project Ltd. It should not be used by the client company for any other purpose. The plan is not to be relied on by any other person for any purpose whatsoever.

**TITLE:**  
**Proposed Frankton Marina Earthworks (Sections)  
for Lakes Marina Project Ltd**

DATE: 22 Nov 2013  
BY: Jason Rhind

Scale 1:750  
Original Plan A3

DRAWING & ISSUE No.  
**3451-8E-2D**

**AURUM SURVEY**

PO Box 2493  
Wakatapu 9349  
Ph 03 442 3466  
Fax 03 442 3469  
Email admin@asct.co.nz



**QUEENSTOWN LAKES DISTRICT COUNCIL**  
  
**APPROVED PLAN:**  
**RM140061**  
  
**20.02.15**

**LEGEND**

- |   |   |   |  |
|---|---|---|--|
| <ul style="list-style-type: none"> <li> Feature trees along the esplanade<br/>- <i>Liquidamber styraciflua</i></li> <li> Feature trees along Sugar Lane.<br/>- <i>Liriodendron tulipifera</i></li> <li> Amenity trees within the center of the car park.<br/>- <i>Sorbus aria</i></li> <li> Amenity trees on the lawn adjacent to the rock retaining.<br/>- <i>Ulnus procea</i> 'Louis Van Houtte'</li> <li> Amenity trees dotted along the esplanade.<br/>- <i>Platanus x acerifolia</i></li> </ul> | <ul style="list-style-type: none"> <li> Formal hedges to stand 1.5m tall and enhance shelter from the wind.<br/>- <i>Photinia x fraseri</i> 'Robusta'</li> <li> Raised garden beds to include low to medium shrub species to be planted in mass sweeps and to include:<br/>- <i>Choysia ternata</i><br/>- <i>Viburnum species</i><br/>- <i>Prunus lucitanica</i><br/>- <i>Berberis species</i><br/>- <i>Cornus species</i></li> <li> Formal hedge to stand 1.0m tall at car-park edge.<br/>- <i>Corokia virgata</i></li> </ul> | <ul style="list-style-type: none"> <li> Stairs enabling public access to the waters edge.</li> <li> Informal rock retaining, designed to enable a tactile experience for public use which intertwines with the stairs and allows informal seating and access to the lake edge.</li> <li> Formal lawn areas.</li> <li> Large boulders to enable informal seating throughout the site.</li> <li> Formal seating to be located along the northern edge of the esplanade.</li> </ul> | <ul style="list-style-type: none"> <li> Buildings associated with the marina.</li> <li> Marina structure.</li> <li> Crosswalks enabling easy access through the car park.</li> <li> Formal crosswalks to comply with Council standards.</li> </ul> |
|---|---|---|--|

 REF: FMP-SLP-002  
 DATE: 09.12.2014  
 SCALE: 1:600 @ A3

**LAKES MARINA PROJECTS LTD**  
**PROPOSED LANDSCAPE LAYOUT PLAN**

Lakes Marina Projects Ltd  
 C/- The Business Advisory Group Limited  
 Level 12, 34 Shortland Street, Auckland.  
 1013, New Zealand  
 Contact: Alan Kifer  
 +64 03 441 3336 +64 027 434 5555





1	17/04/18	Add washdown area
Mark	Date	Description
Sheet Scale	1:600@A3	
Date	17/04/18	
Project ID	272	
CAD File Name	272-1E.vwx	
Drawn By	Drawn By	
Checked By	Checked By	

Consultant  
**Aurum Consultants**

Client  
**Fulton Hogan Central**

Project Title  
**Lakes Marina**

Sheet Title  
**Landscape Concept Plan**

Drawing No. L01 of 13



**BLAKELY WALLACE ASSOCIATES**  
Landscape Architecture and Planning  
PO Box 121, Arrowtown  
Tel : 03 442 0303 Fax : 03 442 0307  
Email : office@blakelywallace.co.nz

- Legend**
- Mulched Garden beds
  - Lawn
  - Compacted gravel
  - Mortared Schist Paving
  - Exposed aggregate concrete (Peter Fell 323)
  - Exposed aggregate concrete (Natural)
  - Cobblestone edging (Shotover river stone)
  - Native Specimen Tree (eg. Red Beech)
  - Native Specimen Tree (eg. Kowhai)
  - Native Specimen Hedge (eg. Broadleaf)
  - Feature Boulders (placed on concrete)
  - 200x200 recycled Hardwood bench
  - Balustrade/fence
  - Timber deck
  - Schist Slabs in Grass



Timber post & rail retaining wall < 600 high

Entry portal (Boulder on end with sign)

Rubbish Bin (to comply with council standards)

Entry portal (Boulder on end with sign)

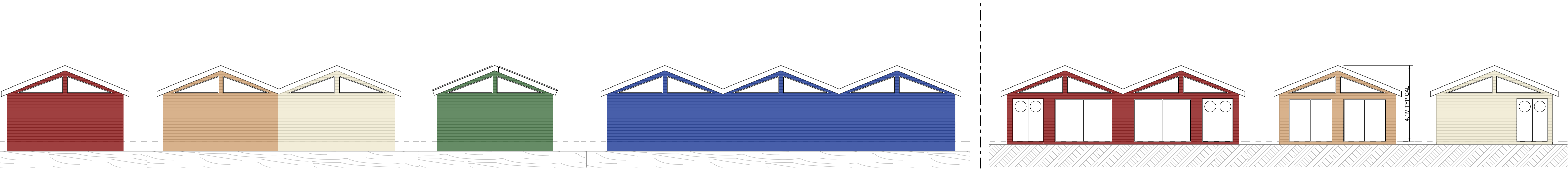
Benches (recycled hardwood wharf/bridge beams)

Rubbish Bin (to comply with council standards)

200mm high exposed aggregate concrete retaining wall



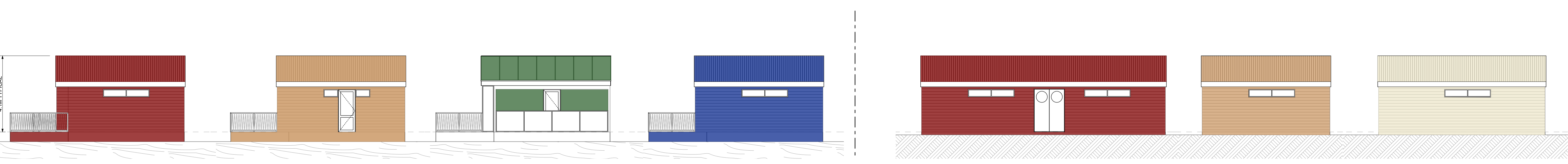
1



2



3



4

QUEENSTOWN LAKES DISTRICT COUNCIL  
 APPROVED PLAN:  
 RM181250  
 Thursday, 25 October 2018

**vivian+espie**  
 resource management and landscape planning  
 LAKES MARINA PROJECTS LIMITED - VARIATION  
 Sugar Lane, Frankton  
 APPENDIX 1  
 Buildings - Exterior Colours

<p><b>Early Colonial 1840-1870</b> The use of imported paints or homemade lime washes with one or two-toned colour schemes typified this period. Ochres, umbers, creams and fawns were generally widely used colours for lime washes on cob and earth buildings. The same range of paint colours, including light yellows, were common on domestic timber buildings that were designed to imitate stone. Although white was not common, it was used for window sashes on the simplest buildings. Corrugated steel roofs were either left unpainted or painted in dark reds. Natural roofing materials such as slates and shingles were generally left unpainted. Wallpaper was introduced towards the end of the period and became popular. White or coloured whitewash was common for smaller houses, while plain paint or wallpaper colours such as soft grey blues, mid greens, crimsons, reds and lighter shades of these were popular, together with whites and creams. Timber ceilings, architraves and skirtings were varnished with kauri gum.</p> <p>Resene Butter complemented by Resene Stack and Resene Slate Brown.</p>	<p><b>Mid Victorian 1870s-1890s</b> The same earthy colours were used as in the earlier period but a darker range of tones was introduced. Weatherboard colours were Resene Buff, Resene Dark Buff or Resene Bowman, while trim, if picked out, was several shades darker. The sashes and doors were very dark reds, browns, greens or olive greens. Roofs were painted the same dark reds as in the earlier period but dark greens and greys were added. Striped veranda roofing was common with the darker colours alternating with creams. Inside, colours for all wall and ceiling surfaces and materials were carefully chosen to harmonise with each other, with common colours including crimsons, buffs, blues, greys, browns, reds, tans, olives, terracottas, greens, roses and golds. Usually architraves, skirtings, doors, window sashes and decorative timberwork were all varnished or, later in the period, doors, architraves and skirtings were black japanned. Painted plaster ceilings and decorations became popular towards the end of the century. The kitchen was likely to have had painted white or cream finished tongue and groove.</p> <p>Resene Merino complemented by Resene Nelson Red and Resene Slate Brown. Resene Buff complemented by Resene Nelson Red and Resene Butter. Resene Burnt Sienna complemented by Resene Dark Crimson, Resene Soapstone and Resene Earth Green.</p>	<p><b>Late Victorian and Edwardian 1890s-1914</b> The most commonly used dark colours remained the dark greens and reds, and the maroons with dark browns. Light colours were creams, fawns, drabs, dark pinks, buffs, pale greens and greys. Simpler homes retained the three colour palette with light weatherboards, dark trim and a different dark colour for the window sashes and doors. The alternative scheme used the same range of colours but the weatherboards could be a dark colour and the trim a light colour. The complex, detailed styles usually picked out trim and framing elements. Veranda posts had brackets and mouldings of opposite colours to posts, finials were an opposite colour to their brackets, doors had the panels a lighter colour than the stiles and rails, and gable framework was an opposite colour to the filigree detail between. The same colours were used on roofs as in the earlier period.</p> <p>Resene Slate Browns complemented by Resene Brown Pod, Resene Blue Night and Resene Butter. Resene Soapstone complemented by Resene Kaitoke Green, Resene Dark Crimson and Resene Stack.</p>	<p><b>Dominion 1914-1945</b> This period saw a greater range of style and use of colour than ever before. The Californian bungalow became the most popular style for housing, using pale colours such as off-whites, buffs and creams for the body of the house and dark greens, dark reds and even blacks for trim and shingles under the gables and bay windows. An alternative was for the entire house to be painted or stained black. The Art Deco and Moderne styles from 1925 to the late 1940s used paler colours such as off-whites, pale greens, pale pinks and light browns picked out, often in contrasting colours such as Resene Kaitoke Green and Resene Blue Night or Resene Green House and Resene Cobalt. Window frames and sashes would be a light colour, while doors would often be a dark colour or green. Interior colours in this period were paler even than the previous period with pastels. A greater complexity of interior colour was introduced with stained glass and lead light windows. Cover picture: Get the look with walls in Resene Florentine Pink, trims and joinery in Resene Sand and roof in Resene Ivy Green.</p> <p>Resene Colonial White, Resene Blue Night and Resene Burnt Sienna.</p>	
<p><b>CATEGORY A</b></p>	<p><b>CATEGORY B</b></p>	<p><b>CATEGORY C</b></p>	<p><b>CATEGORY D</b></p>	<p><b>CATEGORY E</b></p>

**QUEENSTOWN LAKES DISTRICT COUNCIL**

**APPROVED PLAN:  
RM181250**

**Thursday, 25 October 2018**

**CONDITIONS OF USE**

- ALL EXTERIOR CLADDING AND ROOFING COLOURS WILL BE SELECTED FROM THE ABOVE HERITAGE COLOURS ONLY
- THE SEQUENCE OF BUILDING CLADDING COLOURS SHALL BE SUCH THAT A CATEGORY 'A' COLOURED BUILDING IS FOLLOWED BY A CATEGORY 'B' COLOURED BUILDING, WHICH IS FOLLOWED BY A CATEGORY 'C' COLOURED BUILDING AND SO ON, PRODUCING A VARIETY AND RHYTHM AS ONE MOVES ALONG THE PROMENADE.
- COLOURS DELETED MUST NOT BE INCLUDED
- DUPLEX AND TRIPLEX BUILDINGS SHOULD BE PAINTED IN COLOURS CHOSEN FROM EITHER CATEGORY A, D OR E.

**vivian+espie**  
resource management and landscape planning

LAKES MARINE PROJECTS LIMITED  
Frankton Marina

RESENE HERITAGE COLOUR PALETTE LIST  
2008 EDITION

Attachment [O] – Images and dimensions of blue shed, located at western end of marina car park

**QUEENSTOWN LAKES DISTRICT COUNCIL**  
**APPROVED PLAN:**  
**RM230234**  
**15 November 2023**



South Elevation



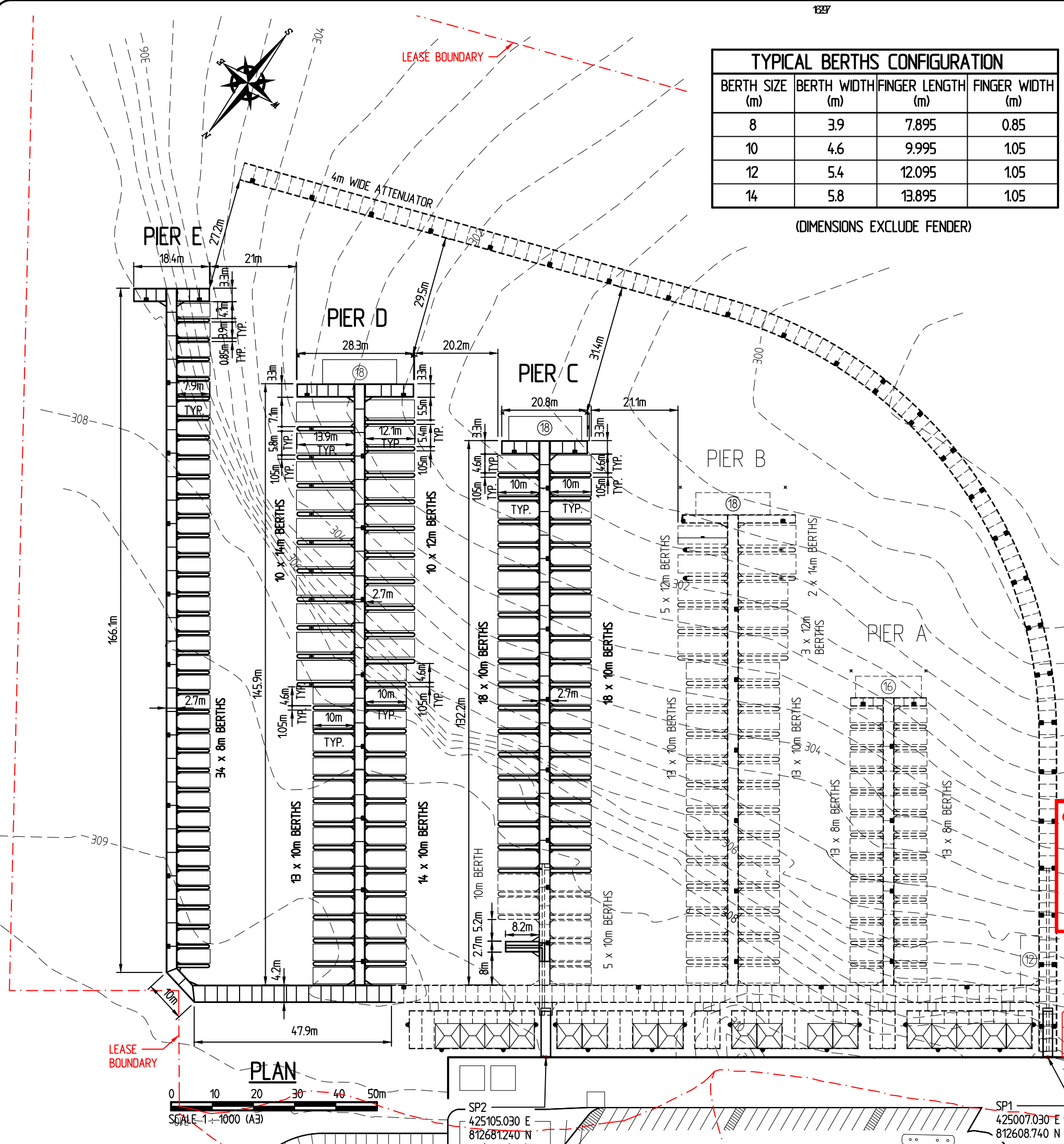
North elevation



West elevation



East elevation and fence



TYPICAL BERTHS CONFIGURATION			
BERTH SIZE (m)	BERTH WIDTH (m)	FINGER LENGTH (m)	FINGER WIDTH (m)
8	3.9	7.895	0.85
10	4.6	9.995	1.05
12	5.4	12.095	1.05
14	5.8	13.895	1.05

(DIMENSIONS EXCLUDE FENDER)

**NOTES:**

1. ALL DIMENSIONS ARE IN METRES U.N.O.
2. ON SHORE LAYOUT AND COORDINATE SYSTEM ARE BASED ON DRAWING FILE : 3451.15E.1F to 8F Marina.dwg
3. LEASE BOUNDARY IS BASED ON DRAWING FILE : 13039-01 rev E.dwg.
4. MARINA LAYOUT IS BASED ON AURUM SURVEY DRAWING No. 3451-6E-1J REVISION J.
5. SETOUT POINT SP1 AND SP2 ARE BASED ON AURUM SURVEY ADVICE.
6. ALL NEW 8m AND 10m BERTH WIDTHS CONFIGURED AS REQUESTED AND DO NOT COMPLY WITH AS 3962:2020.

**LEGEND:**

- PHASE 1 MARINA
- PHASE 2 MARINA
- - - LEASE BOUNDARY
- × FENDER PILE
- BUILDING
- ▨ REUSED EXISTING FLOATS

PHASE II BERTH SCHEDULE	
BERTH SIZE	NUMBER
8m	34
10m	63
12m	10
14m	10
18m	2
<b>TOTAL</b>	<b>119</b>

**QUEENSTOWN LAKES DISTRICT COUNCIL PROJECT:**  
**APPROVED PLAN:**  
**RM230869**  
**Thursday, 18 January 2024**

**CLIENT'S APPROVAL**  
  
 DATE : \_\_\_\_\_

**FOR APPROVAL**

**Bellingham MARINE**  
 Bellingham Marine New Zealand Ltd.  
 The World's Most Comprehensive Marina Builder  
 130 Portage Road, Otahuhu, Auckland, New Zealand  
 Phone: (09) 273 5311, Fax: (09) 273 5372, Email: bmnz@bellingham-marine.co.nz, Website: www.bellingham-marine.co.nz

**UNIFLOAT**  
 Precision engineered flotation systems

Revisions  
 F 9/10/23 FUEL BERTH LOCATION REVISED.  
 E 4/10/23 FUEL BERTH & FINGER REVISED PIER C.  
 D 3/10/23 TITLE REVISED & SIGNATURE BLOCK ADDED.  
 C 29/9/23 FUEL DOCK RELOCATED AND PIER C BERTHING REVISED.  
 B 25/7/23 EIGHT BERTHS ON ATTENUATOR REMOVED.

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**International Marina Consultants**  
 Consultants to the Marina Industry.  
 International Marina Consultants Pty. Ltd.  
 A.C.N. 079 905 481  
 Suite 2, Building 4 107 Miles Platting Road, EIGHT MILE PLAINS QLD 4113 Australia  
 Phone (07)3892 5711 Fax (07)3892 5611 Email : imc@imc-marinas.com

**CLIENT:**  
**BELLINGHAM MARINE NEW ZEALAND LTD**

**PROJECT:**  
**QUEENSTOWN MARINA PHASE II**

**TITLE:**  
**GENERAL ARRANGEMENT**

**Date:** 13/07/2023  
**Drawing No.:** 6089-50/F  
**Scale:** AS SHOWN  
**Drawn By:** T.J.S. **Checked By:** \_\_\_\_\_  
**Approved By:** \_\_\_\_\_

Reference drawing:

**Bellingham MARINE** Bellingham Marine New Zealand Ltd.  
 The World's Most Comprehensive Marina Builder  
 Phone (09) 273 5211 Fax (09) 273 5212 International (064)  
 130 Portage Road Otahuhu Auckland, New Zealand Email: bmrnz@bellingham-marine.co.nz Website: www.bellingham-marine.co.nz

**UNIFLOAT**

F 9/10/23 FUEL BERTH LOCATION REVISED  
 E 4/10/23 FUEL BERTH & FINGER REVISED PIER C  
 D 3/10/23 TITLE REVISED & SIGNATURE BLOCK ADDED  
 C 29/9/23 FUEL DOCK RELOCATED AND PIER C BERTHING REVISED  
 B 25/7/23 EIGHT BERTHS ON ATTENUATOR REMOVED

Revisions

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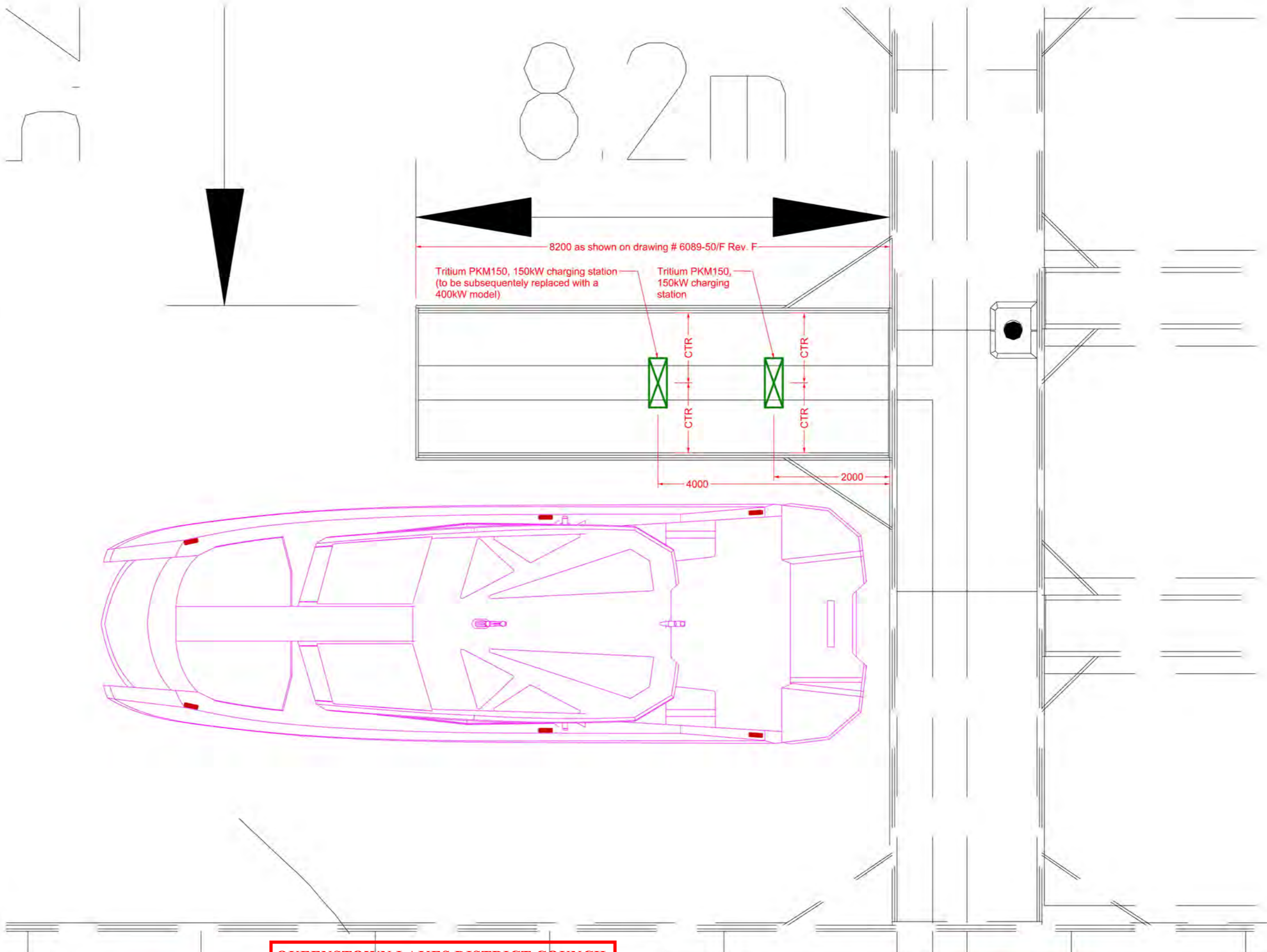
**International Marina Consultants**  
 Consultants to the Marina Industry.  
 International Marina Consultants Pty. Ltd.  
 A.C.N. 079 905 481  
 Suite 2, Building 4, 107 Miles Platting Road, EIGHT MILE PLAINS QLD 4113 Australia  
 Phone (07)3892 5711 Fax (07)3892 5611 Email imc@imc-marinas.com

CLIENT:  
 BELLINGHAM MARINE  
 NEW ZEALAND LTD

PROJECT:  
 QUEENSTOWN MARINA  
 PHASE II

TITLE:  
 GENERAL ARRANGEMENT

Date: 13/07/2023  
 Drawing No.: 6089-50/F  
 Scale: AS SHOWN  
 Drawn By: T.J.S. Checked By:  
 Approved By:



Revision	Date	Status / Description	Drawn by	Chk by	App. by
A	17/10/2023	Issued for comment	EA	-	-
B	18/10/2023	Added notation	EA	-	-
C	26/10/2023	Added charging station location	EA	-	-
D	06/11/2023	Amended charging station location	EA	-	-

**QUEENSTOWN LAKES DISTRICT COUNCIL**

**APPROVED PLAN:  
 RM230869**

**Thursday, 18 January 2024**

**ELECTRIC WAVE**

**Electric Wave - 12m RD**

Docking Plan

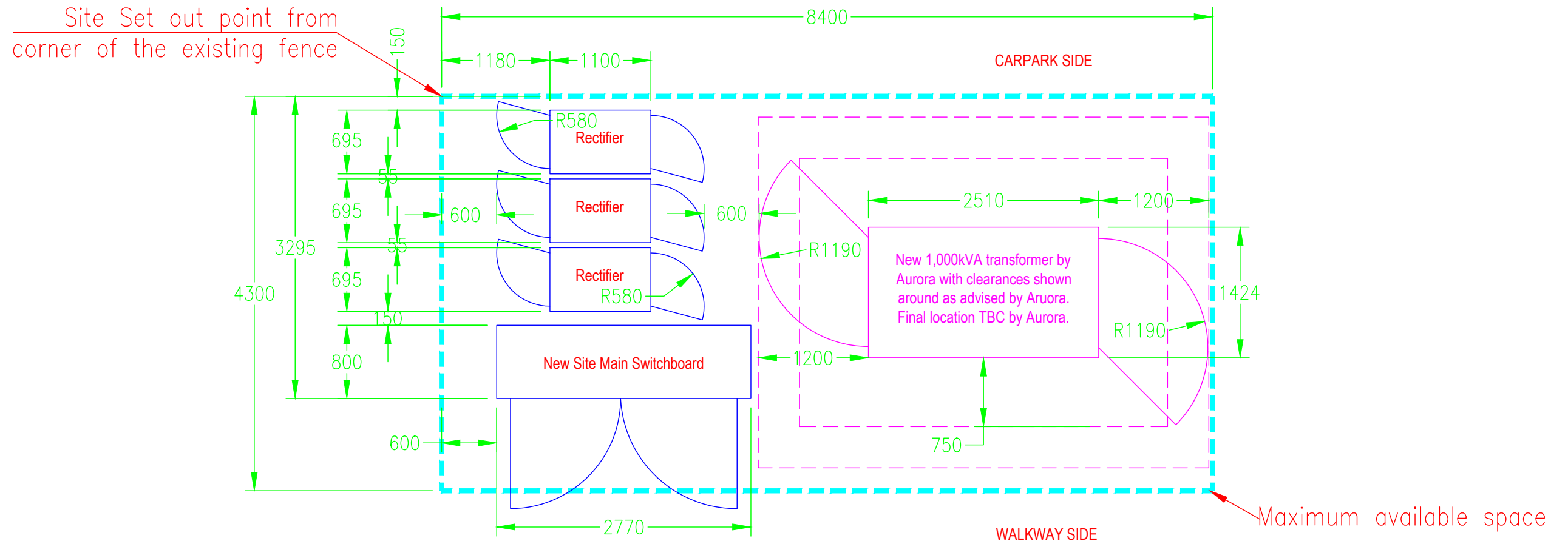
DWG# NTS

ELECTRIC WAVE  
 tel: +64 21 169 9205  
 email: info@electricwave.surf

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# For Review

12/07/2023 1:46:48 pm



**QUEENSTOWN LAKES DISTRICT COUNCIL**

**APPROVED PLAN:**  
**RM230869**

**Thursday, 18 January 2024**

PRINT IN COLOUR



190 Stone Street  
Wanaka  
9305  
www.blackyard.co.nz

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Lakes Marina Project  
Frankton

Electrical Services  
Plant Compound  
Proposed Layout

ISSUE	AMENDMENTS
A	For Coordination

BY	DATE
GB	July 23

Design	G. Blackler
Drawn	G. Blackler
Checked	T. Moes
Date	July 2023
Scale	1:50 @ A3

Size	A3
Project #	5612
Revision	Rev A
Drawing #	E-005

A3  
5612  
Rev A  
E-005

## ALUUME LIMITED – PROPOSED FLOATING SAUNA OPERATION

### LANDSCAPE AND VISUAL EFFECTS REPORT

vivian+espie

23<sup>rd</sup> October 2024

---

#### INTRODUCTION

- 1 Aluume Ltd have applied for resource consent to operate a floating sauna at the Frankton Marina. The proposal is described in detail in the Assessment of Environmental Effects that accompanies the resource consent application. In summary, a timber sauna building will sit on a floating pontoon that will occupy a berth in the Frankton Marina. The commercial recreation activity will operate in this floating building and will have a maximum capacity of 12 patrons. The sauna will occupy the 18-metre berth at the end of Pier C in the marina. The sauna building has a footprint of approximately 126m<sup>2</sup> and reaches a maximum height of 4.7m above pontoon level. The cladding and roofing of the building is of vertical timber boards (of a charred finish) and vertical timber slats (unpainted). The building has a soft and airy appearance overall, with a distinctive curved roof that references a boat's hull.

#### GUIDANCE FROM THE PROPOSED DISTRICT PLAN

- 2 The Frankton Marina is located in the Frankton Arm of Lake Wakatipu. The surface of the lake is within the Rural Zone pursuant to the Proposed District Plan (**PDP**). Chapter 6 of the PDP sets out the Policy framework that relates to landscapes and rural character. Regarding rural landscape categorisation, the following Policy is of central relevance:

*Policy 6.3.1.2 Exclude identified Ski Area Sub-Zones and the area of the Frankton Arm located to the east of the Outstanding Natural Landscape line as shown on the District Plan web mapping application from the Outstanding Natural Feature, Outstanding Natural Landscape and Rural Character Landscape categories applied to the balance of the Rural Zone and from the policies of this Chapter related to those categories.*

- 3 The Frankton Marina is located in the area referred to above, therefore, it is excluded from landscape categorisation and from the Policies of Chapter 6 of the PDP that relate to the landscape categories. The Chapter 6 Policies that are relevant to the proposal are those of Section 6.3.5 (Activities on Lakes and Rivers), particularly:



*Policy 6.3.5.1 Manage the location, intensity and scale of structures on the surface and margins of water bodies including jetties, moorings and infrastructure recognising the functional needs of these activities, and the importance of lakes and rivers, including as a commercial recreation, tourism, transport and recreational resource, and ensure these structures are at a scale or in a location that, as far as practicable:*

- a. protects the values of Outstanding Natural Features and Outstanding Natural Landscapes; and*
- b. maintains the landscape character of Rural Character Landscapes and maintains or enhances their visual amenity values.*

*Policy 6.3.5.2 Recognise the character of the Frankton Arm including the established jetties and wharves, and provide for their maintenance, upgrade or expansion.*

4 The latter part of Policy 6.3.5.1 relates to Outstanding Natural Landscapes and Features and Rural Character Landscapes and therefore does not apply to this proposal. Therefore, the most relevant Chapter 6 Policy guidance can be summarised as being to manage the location, intensity and scale of structures on the surface of water bodies, recognising the functional needs of these activities, and the importance of lakes and rivers; and to recognise the character of the Frankton Arm including the established jetties and wharves, and provide for their maintenance, upgrade or expansion.

5 Moving to Chapter 21 (Rural) of the PDP, the following Objective is of central relevance:

*Objective 21.2.1 A range of land uses, including farming are enabled while:*

- c. Maintaining or enhancing amenity values within the rural environment;*

6 The Policies that sit under this Objective reinforce it and seek maintenance or enhancement of rural character, amenity values and landscape values<sup>1</sup>. More specifically, Objective 21.2.10 relates to commercial recreation:

*Objective 21.2.10 Commercial Recreation in the Rural Zone is of a nature and scale that is compatible with the amenity values of the location.*

---

<sup>1</sup> Te Tangi a te Manu: Aotearoa New Zealand Landscape Assessment Guidelines', Tuia Pito Ora New Zealand Institute of Landscape Architects, July 2022 (TTatM), at paragraph 5.02, defines landscape values as "values are the reasons a landscape is valued. Values, though, are embodied in attributes".

- 7 Again, the Policies under this Objective reinforce it and seek that there is no degradation of rural quality, character or visual amenity and landscape values.
- 8 We understand that the activity is discretionary and that these are no specific applicable assessment matters.

## **THE EXISTING LANDSCAPE AND ITS VALUES**

- 9 Pursuant to the PDP maps, all of the Frankton Arm to the east of the narrows is outside of the Outstanding Natural Landscape and the Rural Character Landscape. Policy 6.3.5.2 requires recognition of the particular character of the Frankton Arm and that it includes numerous established jetties and wharves.
- 10 In terms of physical attributes, the Frankton Arm is a uniquely enclosed and distinct part of Lake Wakatipu, flanked by Queenstown and Peninsula Hills and very largely surrounded by urban zoning. Aside from perhaps Queenstown Bay, the Frankton Arm is the busiest part of Lake Wakatipu in term of human use and presence. It is the part of the lake that accommodates the most jetties and moorings, including the Frankton Marina.
- 11 In terms of associative attributes, recreational values are central to the manner in which the Frankton Arm is valued. A well-used walkway/cycleway circumnavigates the Arm. It is the home of the Wakatipu Yacht Club and is popular for recreational kayaking, boating and fishing. Many commercial recreation operators also traverse the Frankton Arm on a daily basis.
- 12 In terms of sensory attributes, the scenic quality of the Arm is well appreciated. It is overlooked by large residential areas on both its northern and southern sides. The form of scenic value is not that of an unmodified or highly natural waterbody. Part of the scenic qualities come from the diurnally changing presence of vessels and surface activity. The Arm is always seen in the context of its surrounding urban development, again making this part of Lake Wakatipu unique.
- 13 The vicinity of the marina itself is a focal point of lake surface activity. The boat ramp, Fisherman's Pier, Sugar Lane and the marina and its buildings all combine to create a busy area. Public access is available along the landward promenade and along the floating gangway that sits in front of the boathouse-like commercial buildings. Members of the public in this vicinity experience close-quarters interaction with the lake, the marina structures and vessels and associated busyness.

- 14 It is relevant to note that the marina as it exists today has been constructed in two stages, with Stage 1 being Piers A and B; and Stage 2 being Piers C, D and E. Stage 2 has been constructed but is not yet open to boat users and hence is not yet occupied. We understand that the marina operators anticipate opening the Stage 2 piers in the near future. Appendix 1 of this report is a plan showing both stages of the marina.

## **VISIBILITY AND VISUAL AMENITY EFFECTS**

- 15 *“Visual effects are effects on landscape values as experienced in views. They contribute to our understanding of landscape effects. They are a subset of landscape effects... a proposal that is in keeping with the landscape values may have no adverse visual effects even if it is a large change to the view. Conversely, a proposal that is completely out of place with landscape values may have adverse effects even if only occupying a small portion of the view.”<sup>2</sup>*
- 16 With reference to the Appendix 1 plan, the proposed sauna will sit within the berth which is at the far end of Pier C. The berths on Pier C are 10m long berths and hence provide for vessels of that size. The end berth, in which the sauna will sit, is an 18m berth, as are all the berths that are on the end of the piers. Effectively, the floating sauna will occupy a berth that would otherwise provide for a large vessel. The sauna is of a dark, visually-recessive external appearance. The many boats that occupy the marina (including those that will relate to Stage 2 currently being constructed), are generally not of visually-recessive appearance; they are particularly varied in terms of form, colour and appearance.

### Visual catchment and viewing audiences

- 17 There is the potential to view the proposed sauna activity from:
- The Sugar Lane area including the marina promenade;
  - The surface of Lake Wakatipu and parts of the Kelvin Peninsula;
  - The area of the Marina Apartments to the immediate northeast of the marina;
  - Frankton Beach and adjacent areas;

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<sup>2</sup> TTatM, paragraphs 6.25 and 6.27.

- The residential areas of Marina Drive and Angelo Drive / Middleton Road.

18 Photographs illustrating views are attached to this report as Appendix 2. Effects are discussed below. When considering the photographs of Appendix 2, the piles that mark the end of Pier C are of some assistance. The pontoon that will accommodate the sauna will sit between these two piles, with the sauna building extending approximately 70% of the horizontal distance between those two piles. The apex of the curved roof of the sauna structure will extend slightly above the height of the two piles; by exactly how much will depend on lake level. On the day of the Appendix 2 photographs, the apex of the structure's roof would be 0.6m above the height of the piles. Also when considering the Appendix 2 photographs, it is relevant to note that Piers C, D and E of the marina were not yet open for vessels and hence appear empty. In the near future these piers will be open and their many berths will accommodate boats that will change the visual scene that is evident today.

*The Sugar Lane area including the marina promenade*

- 19 Photographs A to E are from various points within the vicinity of Sugar Lane and the marina. From Sugar Lane itself (Photograph E), visibility of the sauna structure will be difficult, particularly if the berths of Pier C are occupied. From more elevated locations (such as Photograph locations A to D), for a viewer casting their eye over the marina, it is likely to be discernible that a timber structure with a relatively horizontal roofline sits beyond the moored boats, although its lower half will generally be screened. In this context, the structure may appear as a houseboat or some similar vessel, or as some marine-related structure such as a refuelling facility, shower block or similar. As the newer piers of the marina (Piers C, D and E) become occupied, the sauna structure will become more visually inconspicuous in its immediate setting. The actual activity associated with the proposed structure (i.e. a commercial recreation sauna operation) will not be recognisable.
- 20 We consider that the timber structure with slatted curved roof plane will be of a visually recessive and soft overall appearance. With reference to paragraph 15 above, we consider that, while the structure will not appear as a conventional boat, it will sit within the context of the marina and boating activity such that it will not read as an element that is out-of-place. Observers will not register the structure as something that is prominent or at odds with its setting.

- 21 In the context of the marina, including its future occupancy with vessels, while there will be some visibility of an additional structure, we do not consider that visual amenity as experienced from these locations will be affected to any degree that is more than very low.

*The surface of Lake Wakatipu and parts of the Kelvin Peninsula*

- 22 From many parts of the residential area of the Kelvin Peninsula, views across the Frankton Arm to the area of the marina are available. These views are generally from a southerly direction, are relatively horizontal and are at distances of between 0.9km and 3km. The marina is viewed with the buildings and activity of Sugar Lane as an immediate backdrop, and with the Marina Heights residential area behind that. The attenuator will sit in front of the sauna structure. In this situation, the proposed sauna structure will be very difficult to discern. We consider that the proposal will have no material effect on amenity as experienced from the Kelvin Peninsula.
- 23 Users of the surface of Lake Wakatipu (boaters, kayakers, etc) are able to approach the marina, right up to the attenuator. Observers of this sort obviously choose to approach the marina and are able to get a close look at it and its associated activity. Once all piers are occupied, the marina will be a more substantial element within the Frankton Arm. Depending upon what vessel they are in, lake surface observers will be able to look over the attenuator to the occupied marina beyond. The upper parts of the sauna structure will be visible along with vessels occupying the berths and those entering/leaving the marina. The sauna structure will be different to a boat occupying its 18m berth but its function is likely not be recognisable; it may be seen as a house-boat or some adjunct to the marina such as a shower block or a booking office. In this context and compared to a vessel in this berth, we consider that the proposed structure could be said to have, at most, a very low degree of effect on the amenity of lake users.

*The area of the Marina Apartments to the immediate northeast of the marina*

- 24 Photograph C of Appendix 2 shows the view available from the Marina Apartments. The proposed structure will be seen at the end of Pier C. If the berths beside it (being 10m berths) were occupied by boats, the structure would be somewhat obscured. In the short term, the structure will be recognisable as a horizontal built form; again, perhaps a houseboat or shower block or similar. The lighting of the sauna has been designed to be quite subtle and will not significantly add to the existing nighttime lighting of the marina, which is quite considerable.

- 25 Stage 2 of the marina (being Piers C, D and E) is now constructed and its occupation by vessels will begin. This occupation and activity will considerably screen the sauna structure and integrate it into a visually complex setting. In an overall sense, the marina is a significant part of views from the Marina Apartments.
- 26 Overall, in relation to these views, the proposed structure will add very slightly to the amount of built form in these views when compared with the status quo situation (i.e. a vessel in the relevant 18m berth and Stage 2 of the marina being occupied). We consider that any effect on visual amenity is of a very low degree at most.

Frankton Beach and adjacent areas

- 27 Photographs G and H of Appendix 2 show the view available from parts of Frankton, including its foreshore. From Frankton beach itself, views are more horizontal, the viewer being practically at lake level. Views are at distances of approximately between 500m and 1km.
- 28 In current views, the proposed structure will be discernible at the end of Pier C for a viewer that looks for it. Exactly what it is will not be recognisable. At these distances, it will most likely be interpreted as a vessel in a berth, if a viewer registers it at all. Once Piers C, D and E of the marina are occupied and used, the sauna structure will be difficult to distinguish from the marina overall.
- 29 For observers in these locations, we consider that the proposal will have no material effect on visual amenity.

The residential areas of Marina Drive and Angelo Drive / Middleton Road

- 30 Photograph F shows the view from the upper part of the Middleton Road residential area, being the location within these suburbs that gains the best views of the marina. In these views, the entire marina is displayed in a bird's eye view, as is the Sugar Lane area and adjacent residential streets. The marina is a part of these views but the views are most importantly characterised by the Remarkables, Peninsula Hill and the Frankton Arm as a whole.
- 31 In these views, the sauna structure will take the place of a large vessel that would otherwise occupy the relevant 18m berth. The roofline of the structure may distinguish it from a boat but its exact use or nature will not be visually apparent. We consider that, while appearing slightly different to a boat sitting in this berth, the sauna structure will not read as being out-of-place or

something that detracts from the existing environment. This is particularly the case when we consider Stage 2 being occupied and operational. The proposed situation may appear slightly different to the anticipated situation but we consider it will not represent a degradation or detraction in relation to visual amenity; it will not create an adverse effect.

## EFFECTS ON LANDSCAPE VALUES

*“A landscape effect is an outcome for a landscape value.*

*While effects are consequences of changes to the physical environment, they are the outcomes for a landscape’s values that are derived from each of its physical, associative, and perceptual dimensions.*

*Change itself is not an effect: landscapes change constantly. It is the implications of change for a landscape’s values that is the effect. To assess effects it is therefore necessary to first identify the landscape’s values—and the physical characteristics that embody those values.*

*A visual effect is a kind of landscape effect. It is a consequence for landscape values as experienced in views. Visual effects are a subset of landscape effects. A visual assessment is one method to help understand landscape effects.”<sup>3</sup>*

- 32 The existing landscape and its values are discussed above in paragraphs 9 to 14 above. Landscape values are the reasons that a landscape is valued<sup>4</sup>. The marina vicinity is part of the Frankton Arm, being a part of Lake Wakatipu that has a distinct character involving significant human use and structures (as is reflected in the relevant PDP Policies, as discussed in paragraphs 2 to 6). The marina vicinity itself is a particularly busy part of the Frankton Arm in terms of human activity and associated vessels and structures. These attributes contribute to the manner in which the landscape of the Frankton Arm is valued.
- 33 The proposed floating sauna will take up an 18m berth within the marina that would otherwise be occupied by a boat. As has been discussed, it will be physically and visually different to a boat but will be of a visually recessive appearance, dominated by timber slats and boards. While a sauna operation will be a different commercial recreational activity from what currently exists, recreational activities per se are central to the marina’s purpose.
- 34 The manner in which the values of the landscape will be affected visually are discussed in the previous section of this report. In essence, we consider that the replacement of a berthed boat

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<sup>3</sup> TTatM, paragraphs 5.06 and 6.01 to 6.04.

<sup>4</sup> TTatM, paragraph 5.02.

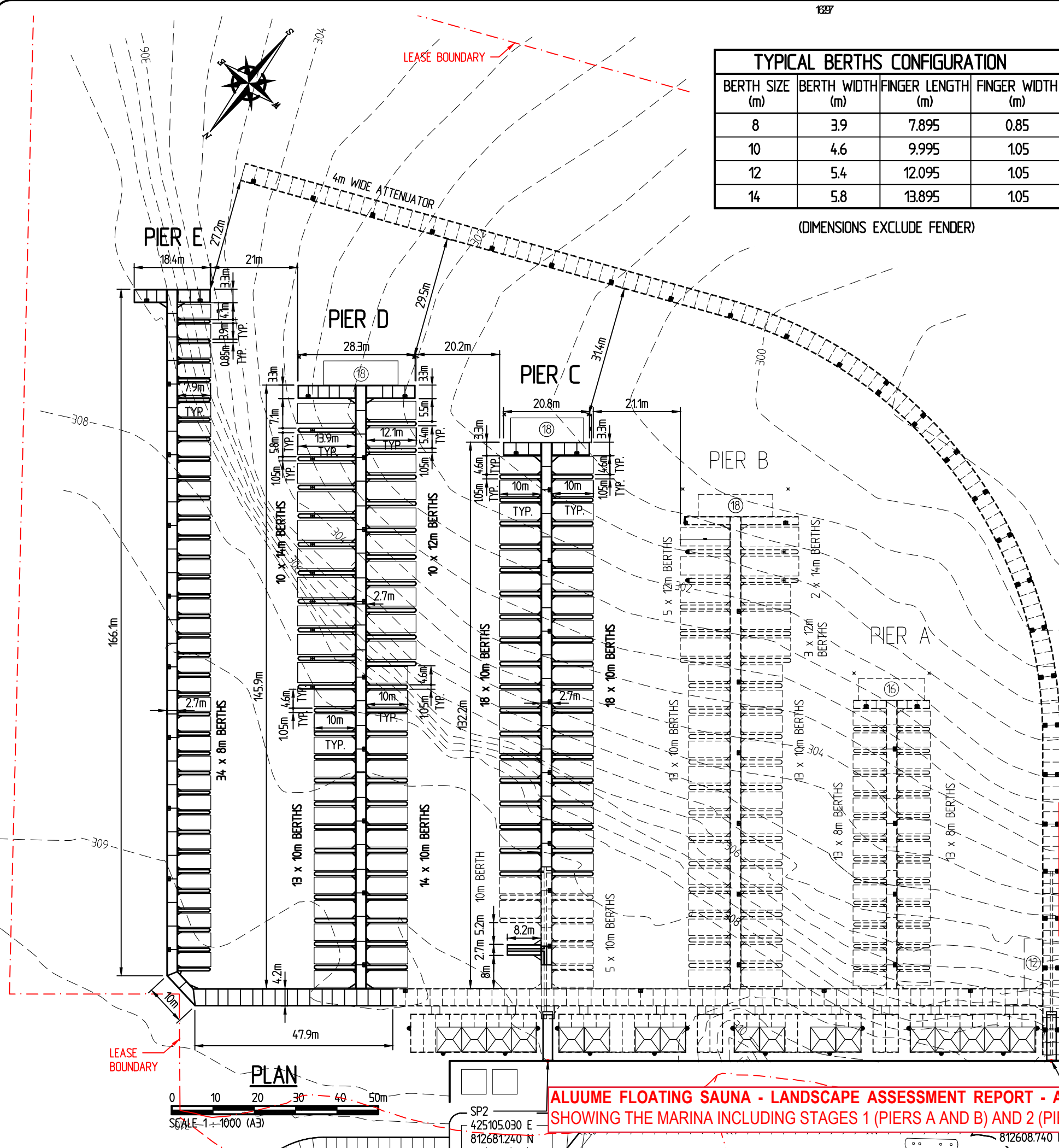
with the proposed sauna structure and activity will be somewhat different to the anticipated situation but will not be degrading or detrimental in relation to how the marina vicinity of Frankton Arm is perceived or valued. The presence of the marina and its activity are part of the reasons that this vicinity of the landscape is valued. The proposal will integrate into this context and will not be at odds with its character. The landscape values and amenity of the Frankton Arm will be maintained.

## **CONCLUSIONS**

- 35 The proposed floating sauna facility will sit within an 18m berth, effectively taking the place of a large, moored boat. It will bring a new type of commercial recreational activity to the marina, being a location which is partially characterised by recreation (including commercial recreation).
- 36 The Frankton Arm is a unique part of Lake Wakatipu, being particularly enclosed, surrounded by urban development and accommodating a high degree of human use, occupation and lake surface structures. This is recognised by the PDP, particularly by Policies 6.3.1.2 and 6.3.5.2. The existing marina and associated activity are important attributes of the Frankton Arm landscape.
- 37 The floating sauna facility will appear somewhat different to a boat occupying the relevant berth. This will be recognisable in shorter views but will be lost in longer ones, particularly once the Stage 2 piers (Piers C, D and E) are operational. While the building and its activity are different to a berthed boat, they are not at odds with the character of the marina vicinity; they will not degrade the landscape or detract from the reasons that the Frankton Arm or the marina vicinity are valued.
- 38 In some close views, the proposed structure may increase the amount of visible built form compared to the anticipated situation. Depending upon the individual viewer and viewpoint, this could amount to an adverse effect on visual amenity but this will be up to a very low degree at most.







TYPICAL BERTHS CONFIGURATION			
BERTH SIZE (m)	BERTH WIDTH (m)	FINGER LENGTH (m)	FINGER WIDTH (m)
8	3.9	7.895	0.85
10	4.6	9.995	1.05
12	5.4	12.095	1.05
14	5.8	13.895	1.05

(DIMENSIONS EXCLUDE FENDER)

**NOTES:**

1. ALL DIMENSIONS ARE IN METRES U.N.O.
2. ON SHORE LAYOUT AND COORDINATE SYSTEM ARE BASED ON DRAWING FILE : 3451.15E.1F TO 8F Marina.dwg
3. LEASE BOUNDARY IS BASED ON DRAWING FILE : 13039-01 rev E.dwg.
4. MARINA LAYOUT IS BASED ON AURUM SURVEY DRAWING No. 3451-6E-1J REVISION J.
5. SETOUT POINT SP1 AND SP2 ARE BASED ON AURUM SURVEY ADVICE.
6. ALL NEW 8m AND 10m BERTH WIDTHS CONFIGURED AS REQUESTED AND DO NOT COMPLY WITH AS 3962:2020.

**LEGEND:**

- PHASE 1 MARINA
- PHASE 2 MARINA
- - - LEASE BOUNDARY
- × FENDER PILE
- BUILDING
- ▨ REUSED EXISTING FLOATS

PHASE II BERTH SCHEDULE	
BERTH SIZE	NUMBER
8m	34
10m	63
12m	10
14m	10
18m	2
<b>TOTAL</b>	<b>119</b>

**QUEENSTOWN LAKES DISTRICT COUNCIL PROJECT:**  
**APPROVED PLAN:**  
**RM230869**  
**Thursday, 18 January 2024**

**CLIENT'S APPROVAL**  
  
 DATE : \_\_\_\_\_

FOR APPROVAL

**Bellingham MARINE**  
 Bellingham Marine New Zealand Ltd.  
 The World's Most Comprehensive Marina Builder  
 130 Portage Road, Otahuhu, Auckland, New Zealand  
 Phone: (09) 273 5311, Fax: (09) 273 5372, Email: bmnz@bellingham-marine.co.nz, Website: www.bellingham-marine.co.nz

UNIFLOAT

Precision engineered flotation systems

Revisions

F 9/10/23 FUEL BERTH LOCATION REVISED.  
 E 4/10/23 FUEL BERTH & FINGER REVISED PIER C.  
 D 3/10/23 TITLE REVISED & SIGNATURE BLOCK ADDED.  
 C 29/9/23 FUEL DOCK RELOCATED AND PIER C BERTHING REVISED.  
 B 25/7/23 EIGHT BERTHS ON ATTENUATOR REMOVED

This plan is copyright and cannot be used or reproduced without the written permission of International Marina Consultants

International Marina Consultants

Consultants to the Marina Industry.

International Marina Consultants Pty. Ltd.  
 A.C.N. 079 905 481  
 Suite 2, Building 4 107 Miles Platting Road, EIGHT MILE PLAINS QLD 4113 Australia  
 Phone (07)3892 5711 Fax (07)3892 5611 Email : imc@imc-marinas.com

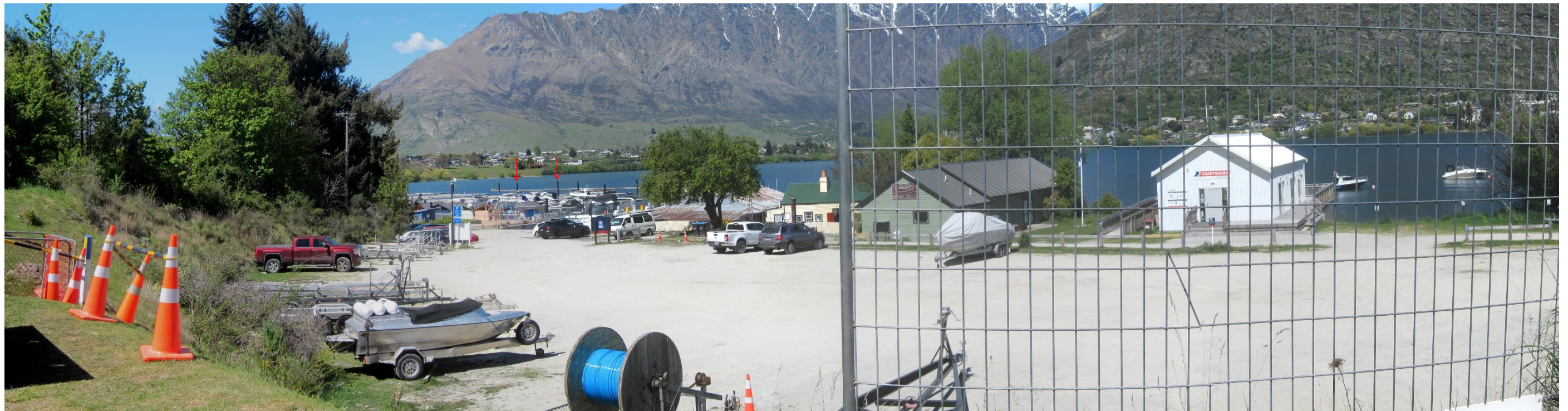
**CLIENT:**  
**BELLINGHAM MARINE NEW ZEALAND LTD**

**PROJECT:**  
**QUEENSTOWN MARINA PHASE II**

**TITLE:**  
**GENERAL ARRANGEMENT**

**Date:** 13/07/2023  
**Drawing No.:** 6089-50/F  
**Scale:** AS SHOWN  
**Drawn By:** T.J.S. **Checked By:** \_\_\_\_\_  
**Approved By:** \_\_\_\_\_

ALUUME FLOATING SAUNA - LANDSCAPE ASSESSMENT REPORT - APPENDIX 1: PLAN SHOWING THE MARINA INCLUDING STAGES 1 (PIERS A AND B) AND 2 (PIERS C, D AND E).



Photograph A: From the boat parking area to the west of the marina.



Photograph B: From the footpath of Frankton Road, directly opposite the Pier B location. This is one of the few locations on this footpath from which there is a potential view of the proposed structure.

#### ALUUME FLOATING SAUNA - LANDSCAPE ASSESSMENT REPORT - APPENDIX 2: PHOTOGRAPHS

All photographs were taken on 22 October 2024 with a fixed focal length of 50mm. In each photograph red arrows have been used to highlight the two outer piles of Pier C, between which the sauna pontoon will float. The proposed sauna building will extend approximately 70% of the horizontal distance between the two piles. The top of the two piles are at a relative level of 3.14.5m. The apex of the roof of the proposed sauna building will sit at 5.2m above lake level, which on the day of these photographs was 309.9m. Therefore, the apex of the sauna structure would sit 0.6m above the top of the piles. All berths of Piers C, D and E were vacant on the day these photos were taken, as those piers were not yet open for vessels. These berths could be filled with boats and the 18m berth on the end of Pier C, in which the sauna is proposed, could accommodate a particularly large boat.



**Photograph C:** From the Frankton Track, directly outside the Marina Apartments. All berths of Piers C, D and E are currently vacant as they are not yet open. When open, they will accommodate vessels as per Piers A and B.



**Photograph D:** From the marina promenade, directly opposite the Pier C location. Again, all berths on Pier C are vacant in this photograph.



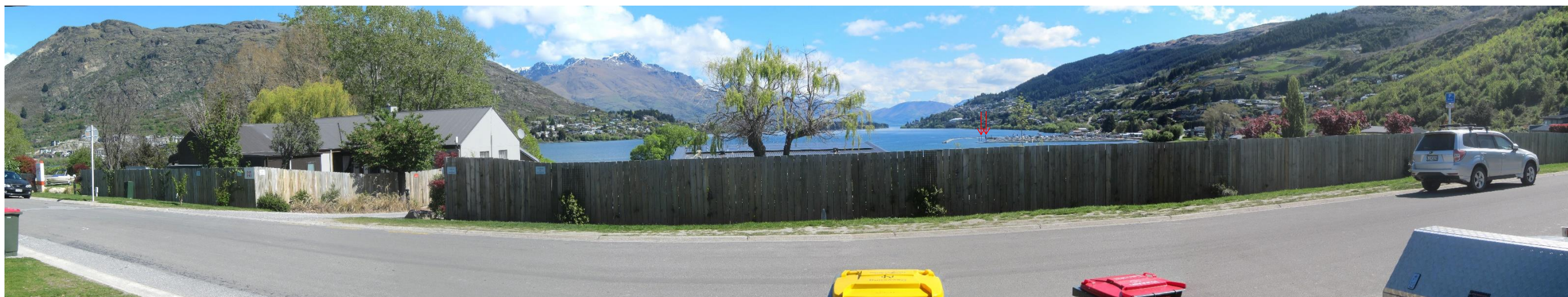
**Photograph E:** From Sugar Lane, directly opposite the Pier C location.



**Photograph F:** From Middleton Road, above McGregor Lane. The three Piers C, D and E are currently vacant.



Photograph G: From the Frankton Road footpath adjacent to number 1019 Frankton Road.



Photograph H: From the Lake Avenue footpath adjacent to number 5 Lake Avenue.

Lakes Marina Projects Ltd  
Queenstown, New Zealand

Queenstown Lakes District Council  
Queenstown, New Zealand

Subject: Endorsement of Aluume Ltd for the Development of a Floating Sauna and Wellness Facility

Dear Queenstown Lakes District Council,

I am writing to you on behalf of Lakes Marina Projects Ltd (LMP) to express our full endorsement of Aluume Ltd as our selected partner to design and construct a floating sauna and wellness facility within our existing marina in Queenstown.

Aluume Ltd, collaborating with Bellingham Marine and its proven track record in innovative aquatic construction, exemplifies the kind of expertise and visionary approach that aligns perfectly with our commitment to enhancing the recreational and wellness offerings at our marina. Their conceptualisation and execution of similar projects across New Zealand and the world have not only met but exceeded expectations in terms of design, sustainability, and customer satisfaction.

Their proposed design for our new facility incorporates state-of-the-art, eco-friendly materials and technologies, which demonstrates their commitment to environmental stewardship—a principle that resonates deeply with our corporate values and the wider Queenstown community. Furthermore, their understanding of the unique dynamics of floating structures ensures that the facility will be both safe and harmoniously integrated with the natural beauty of the surrounding lake environment.

Aluume Ltd's professional demeanour, attention to detail, and transparent communication have fostered a strong partnership built on trust and mutual respect. We have every confidence in their capacity to deliver a project that will not only enhance the appeal of Queenstown as a premier destination but also serve the community and its visitors by providing an exceptional wellness experience.

We respectfully request the Queenstown Lakes District Council's favourable consideration of our partnership with Aluume Ltd for this project. We are enthusiastic about the potential impacts this facility will have on local tourism and community well-being. Our team is available to meet at your convenience to discuss this proposal further and to provide any additional information required.

Thank you for considering this endorsement. We look forward to the opportunity to contribute positively to our community's landscape and to continue enhancing the services we provide.

Yours sincerely,

Lakes Marina Projects Ltd



Iraj Barabi - Director



# AFFECTED PERSON'S APPROVAL

## FORM 8A



Resource Management Act 1991 Section 95

### # RESOURCE CONSENT APPLICANT'S NAME AND/OR RM #

### PERSON AFFECTED PERSON'S DETAILS

I/We

Are the owners/occupiers of

### LIST DETAILS OF PROPOSAL

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

at the following subject site(s):

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

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

### MAGNIFYING GLASS WHAT INFORMATION/PLANS HAVE YOU SIGHTED

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





## APPROVAL OF AFFECTED PERSON(S)

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

A	Name (PRINT)	
	Contact Phone / Email address	
	Signature <i>Jeroj Barali</i>	Date

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

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

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

Note to person signing written approval

Conditional written approvals cannot be accepted.

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

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

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





# ALUMME

A new floating Sauna  
Frankton Marina, Queenstown



Located at the end of existing Pier C in the Frankton Marina, between the existing pile structures.

The briefing components of two Sauna Rooms, a Treatment Room and changing locker facilities sit as distinct smaller forms under a hovering canopy.

The curved form of the canopy references the curvilinear form of the existing breakwater, and sweeping incline of the Bays surrounding mountain context.

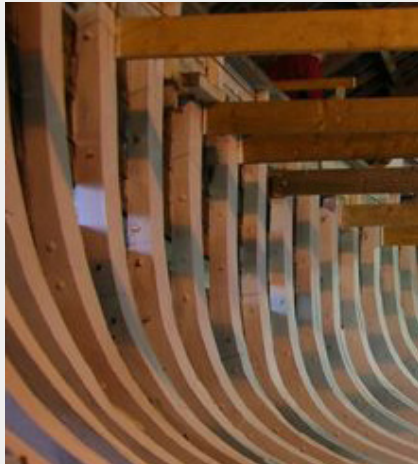
The canopy is made from expressed curved timber ribs as an abstracted reference to the underside of a wooden boat hull. Transparent roofing over the spacing of the ribs enables a feathered edge to the form and light to filter through the space. The timber slatting also references the timber internal lining of the sauna interiors.

A privacy spine storage wall to the North elevation housing lockers hovers above floor level allowing view shafts down into the water behind and up to mountains and sky above. This manages privacy from Marina, whilst enabling a degree of permeability to the building and reducing the scale from this Northern elevation.

A curved entry wall with the underside of the curved canopy invites guests in as they transition to a more intimate corridor and sauna spaces beyond. Occupants transition to the Sauna Rooms with floor to ceiling glass to views to lake and mountain views beyond. A contained plunge pool to the end offers a refreshing lake dip, where guests can alternate between sauna and cold plunge.

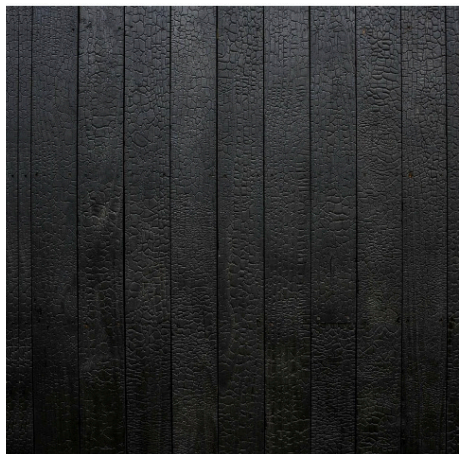
The overall form is articulated with a lot of depth and recession with dark matt timber selections that combine with the light filtering and feathering of the canopy to soften the form within both the Marina and wider context.

Low level ambient warm light to be utilised with no direct lighting source to be seen.

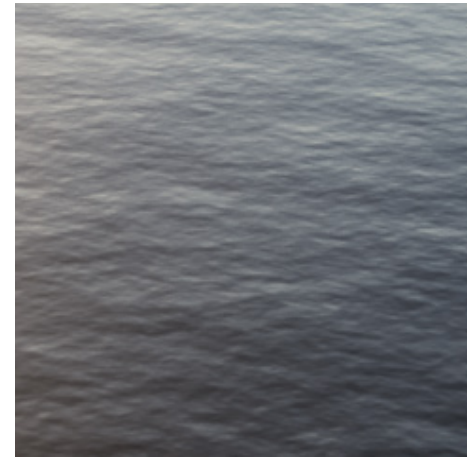


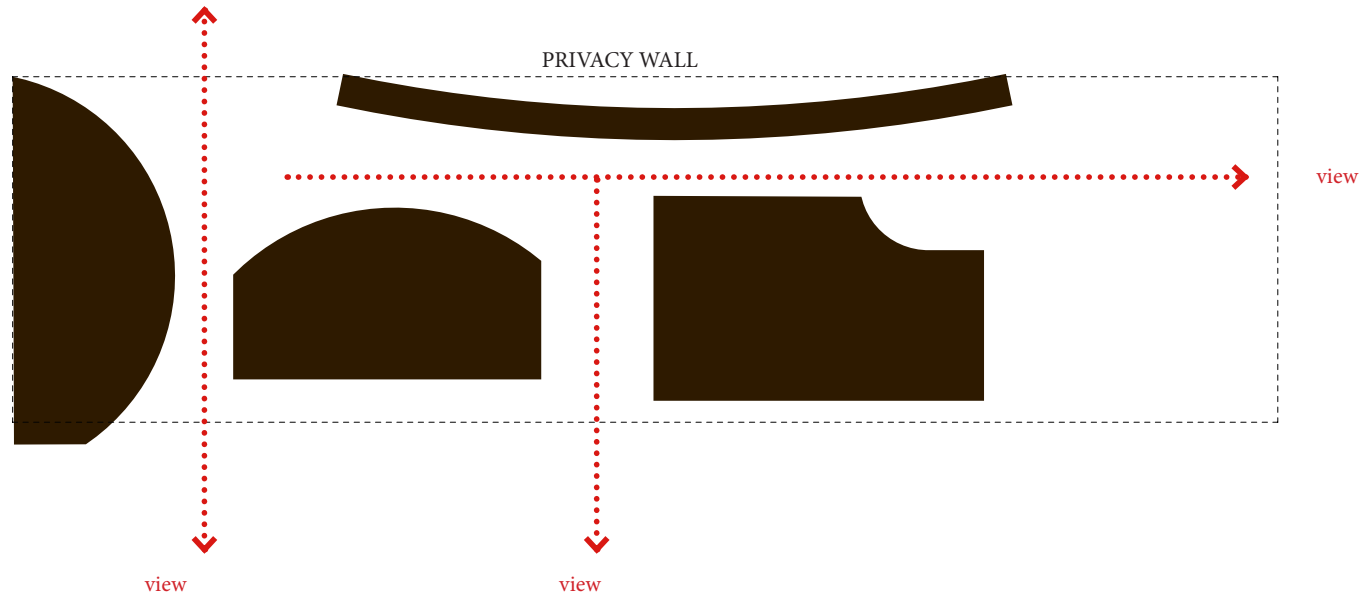


TIMBER VERTICAL SLATS WITH GLASS  
OR POLYCARBONATE ROOFING BEHIND.



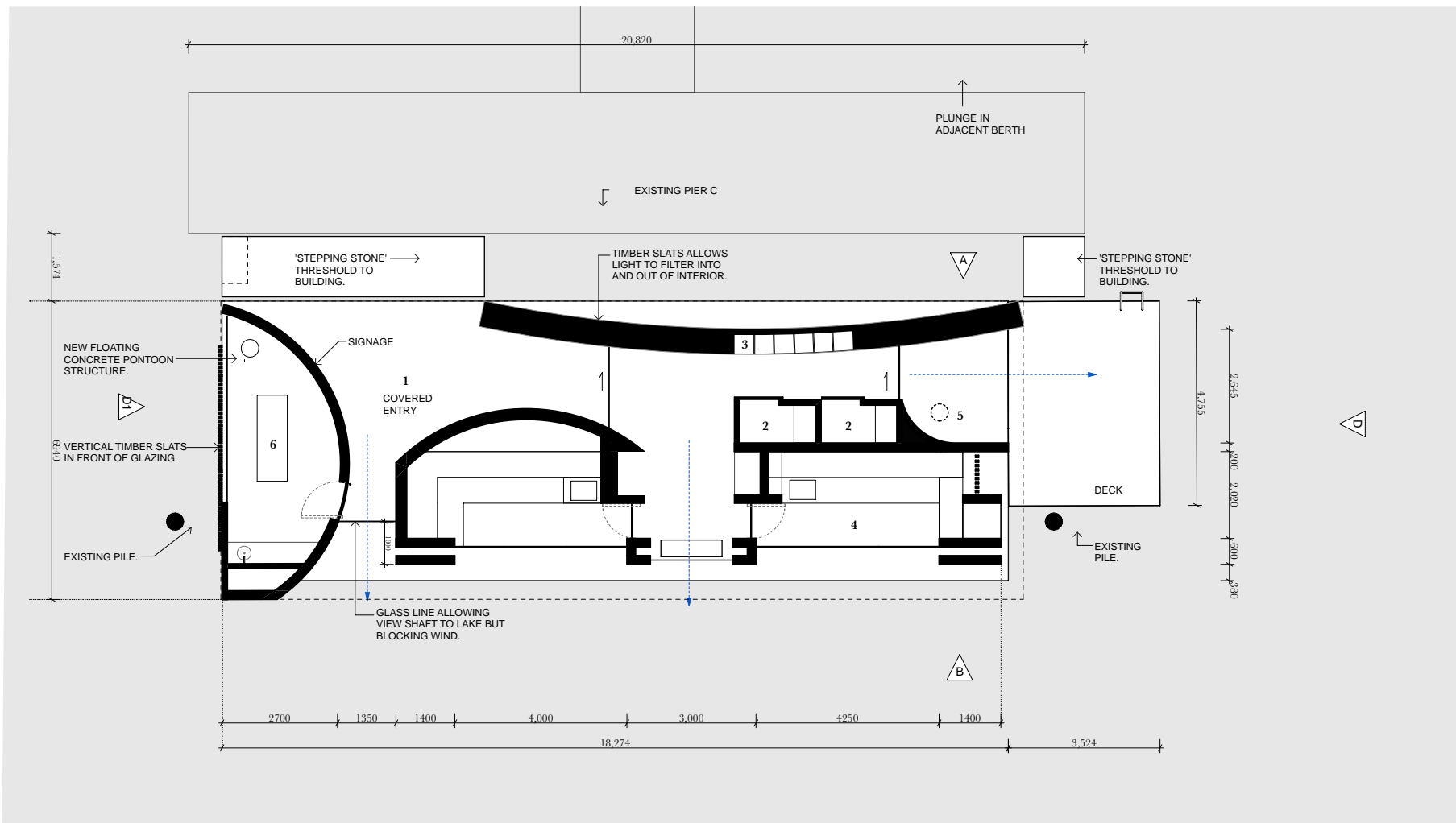
EXTERNAL TIMBER VERTICAL WEATHER  
BOARD CLADDING. JAPANESE Shou Sugi  
Ban CHARRED TIMBER CLADDING.





ALUUME



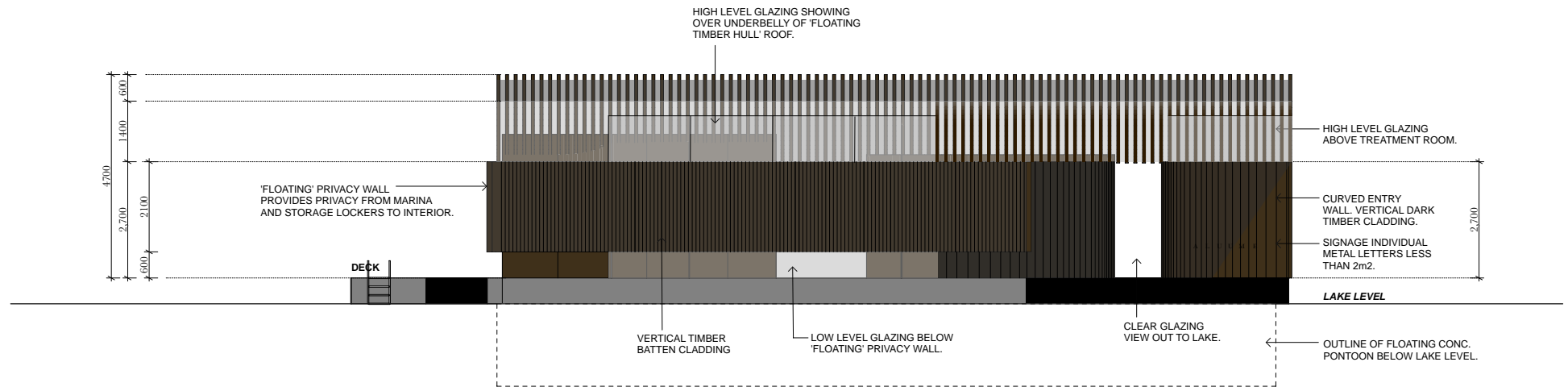


- 1 COVERED ENTRY
- 2 CHANGING
- 3 LOCKERS
- 4 SAUNA
- 5 OUTDOOR SHOWER
- 6 TREATMENT ROOM (STAFF)

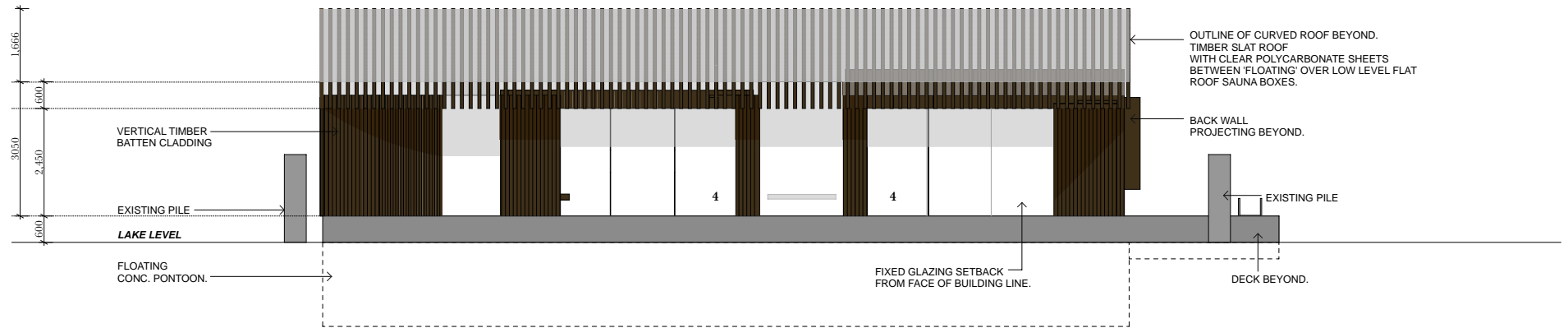
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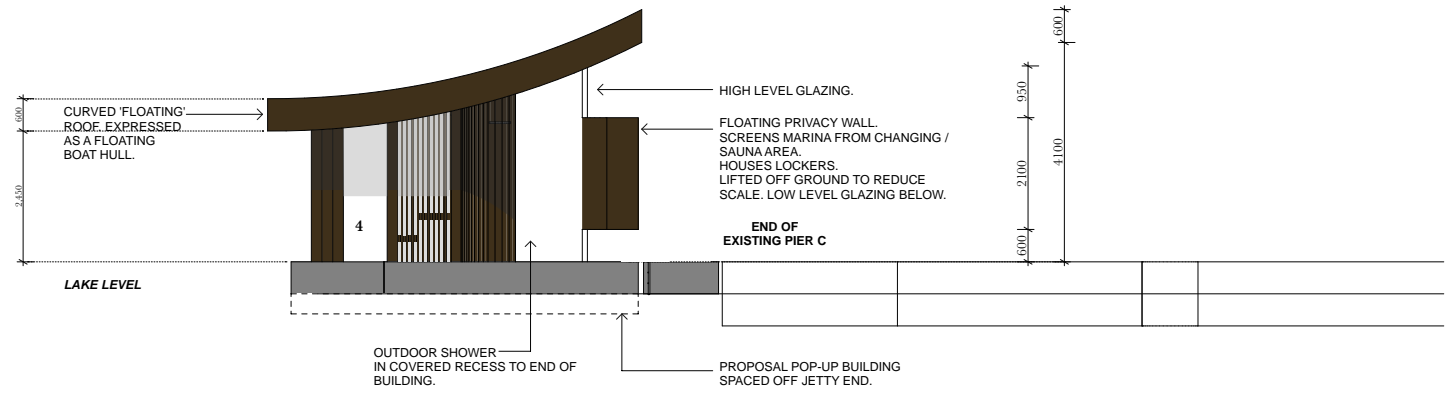




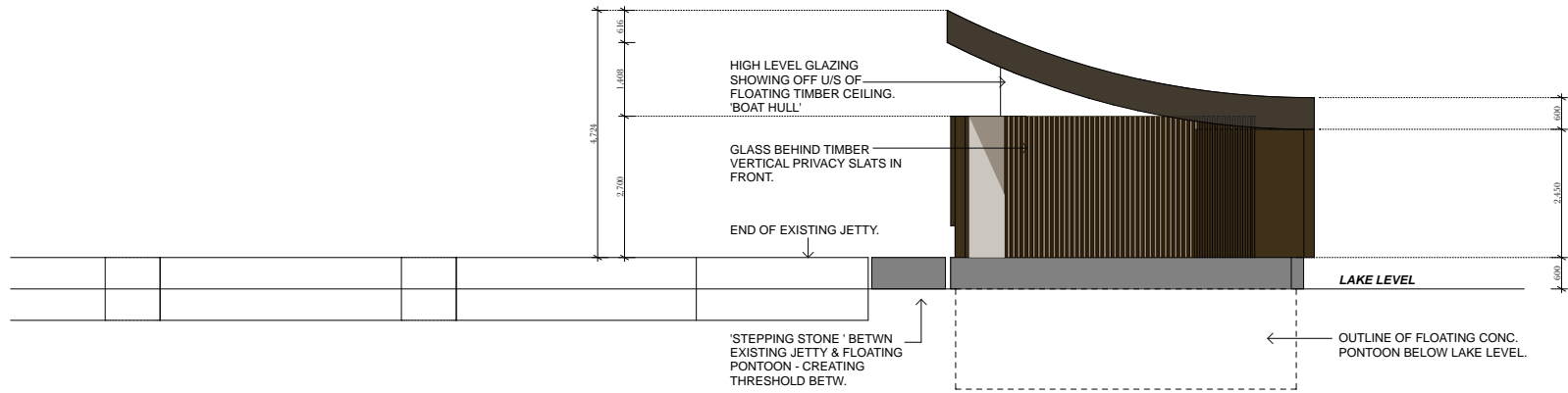


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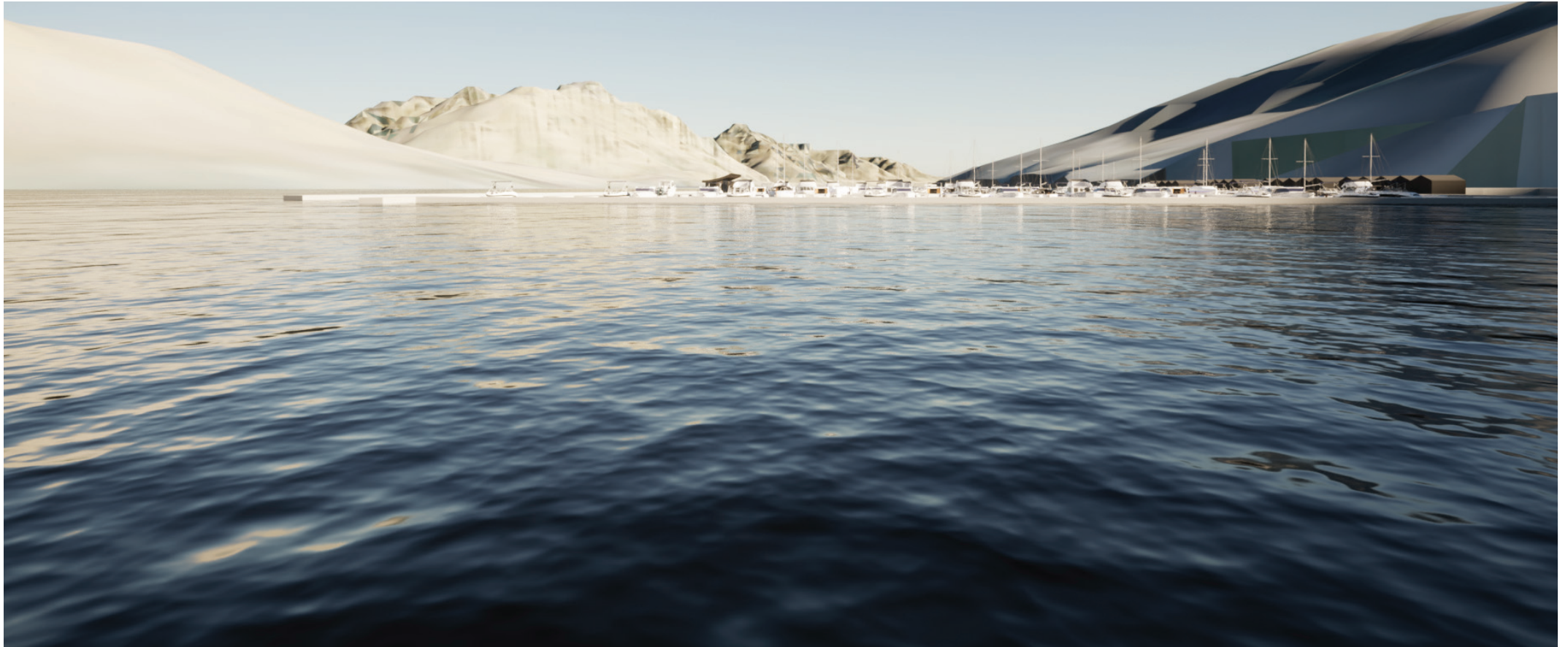




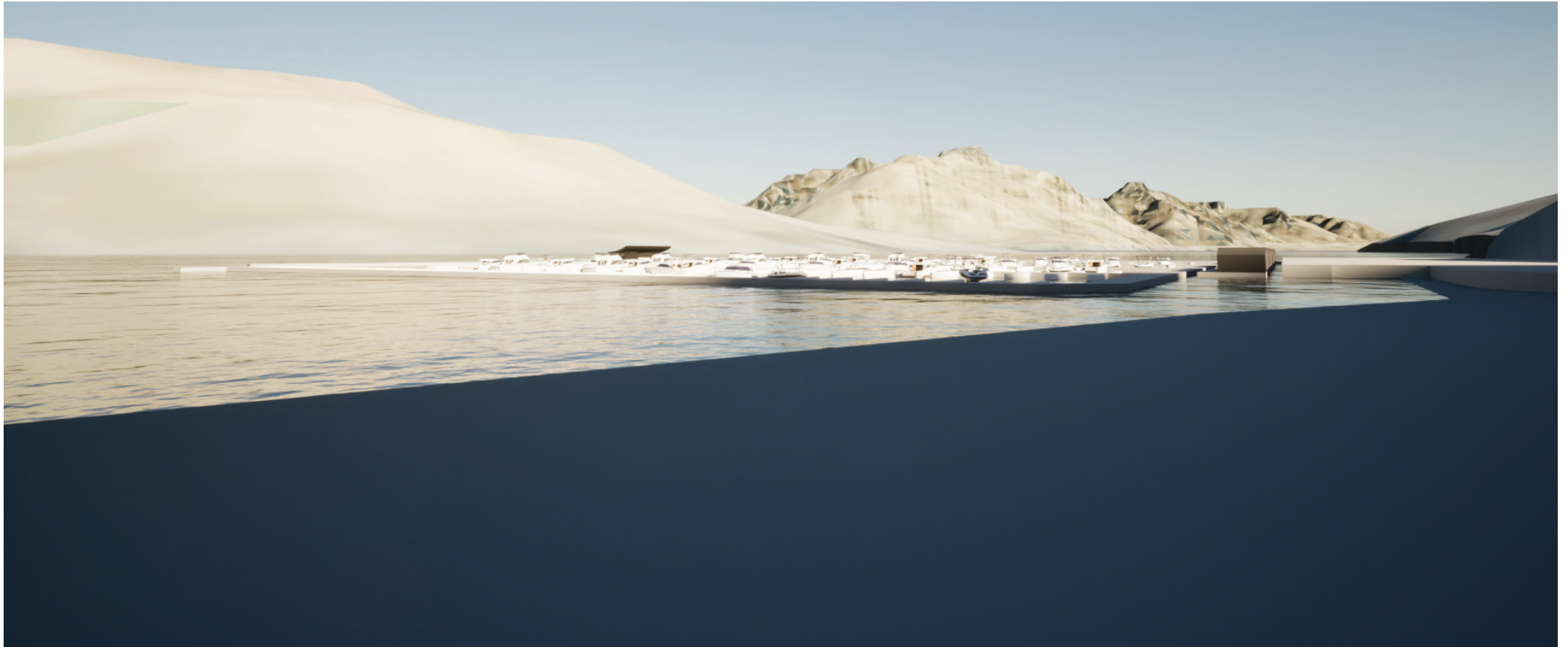
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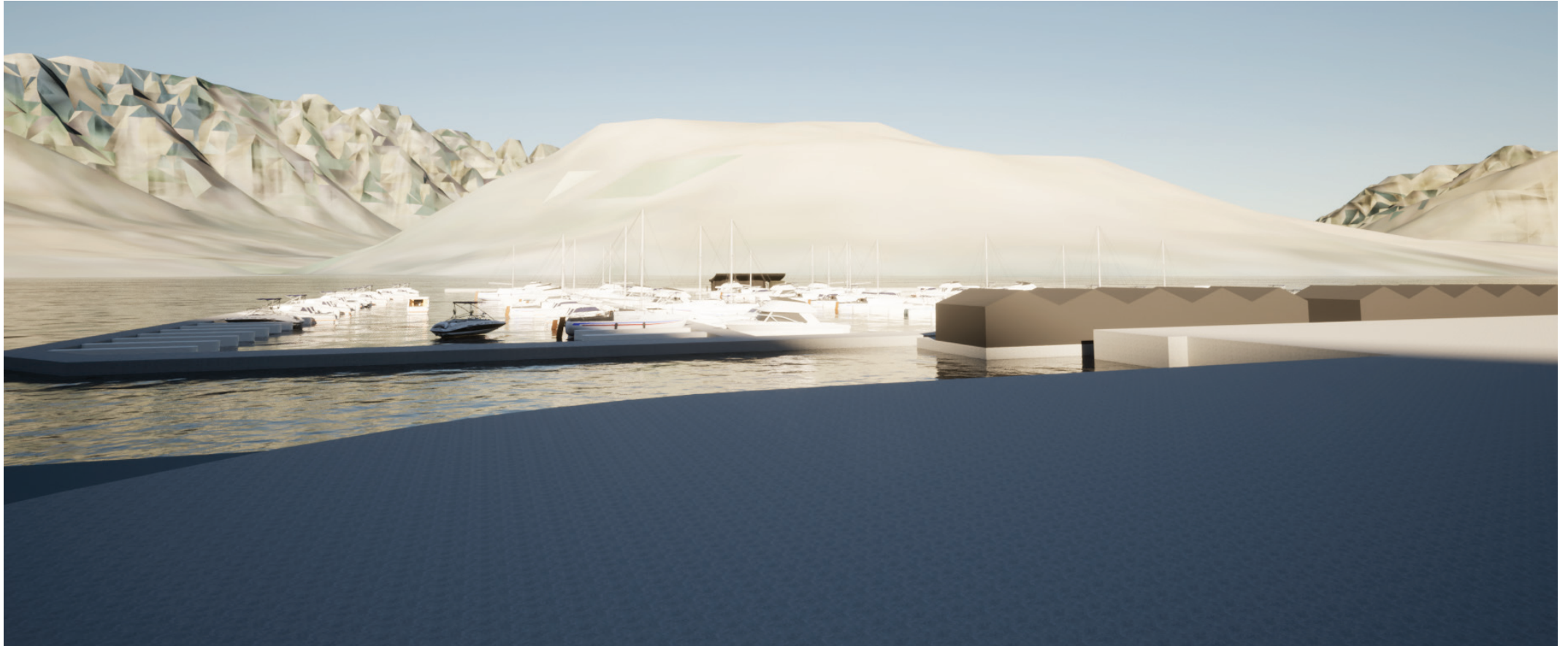
ALUUME



VIEW FROM EAST



VIEW FROM NORTH WEST



VIEW FROM NORTH EAST



VIEW FROM IN FRONT OF BOAT SHEDS





VIEW FROM EASTERN END OF BOAT SHEDS



VIEW FROM NORTH EASTERN END OF BOAT SHEDS



VIEW FROM NORTHERN END OF PIER C



VIEW FROM NORTH WEST



VIEW FROM NORTH EASTERN END OF BOAT SHEDS



# TE AO MĀRAMA INC.

21 November 2024

Aluume Ltd  
c/- Gabriela Glory of Vivian + Espie Ltd  
gabriela@vivianespie.co.nz

Tēna koe

**Attention: Aluume Ltd – Resource consent application to place a structure (a floating electrically powered sauna building) at the end of Pier C of Frankton Marina on the surface of Lake Wakatipu.**

Thank you for contacting us regarding an application for resource consent to enable the placement of a structure (a floating electrically powered sauna building) at the end of Pier C at Frankton Marina, on Lake Wakatipu, Queenstown.

Te Ao Mārama Inc. write this letter on behalf of the kaitiaki rūnanga whose takiwā includes the site the application is within. Rūnanga representatives have been informed and accept the proposal outlined in the application received on 15 May 2024. We have reviewed the following documents:

- **Aluume – AEE.pdf**
- **Hazard Procedure.pdf**
- **[C] Plans.pdf**
- **1.3.2 Policy – Health and Safety.pdf**
- **[E] – Landscape and visual effects report 24-10-24.pdf**
- **Aluume response to queries letter to QLDC 12.11.2024.pdf**
- **BM210008\_017\_Frankton Marina\_PeerReview\_20241106.pdf**
- **AEE updated 24.10.24.pdf**
- **[C] Plans updated 24.10.2024.pdf**
- **Project Overview.pdf**
- **[C1] Lighting Plan.pdf**

We have worked through the following agreed condition with the applicant, and this has been incorporated into the consent application:

- 1. The lapsing date for the purposes of Section 125 of the Resource Management Act 1991 shall be 15 years after the issue date.**

It is considered that the application is not inconsistent with Te Tangi a Taurira, 2008 (Ngāi Tahu ki Murihiku Natural Resource Management Plan). Please be advised the rūnanga provide their unconditional written approval to the application and understand that the consent authority must decide the rūnanga are no longer an affected person, and the consent authority must not have regard to any adverse effects on rūnanga.

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

We trust the information contained within this letter is sufficient; however, should you wish to discuss any aspect further, please do not hesitate to contact

[Kasmira.peterson@orakaaparima.org.nz](mailto:Kasmira.peterson@orakaaparima.org.nz).

Nāhaku noa nā



**TE AO  
MĀRAMA INC.**

CC: Ōraka-Aparima Rūnaka



8 November 2024

Queenstown Lakes District Council  
Private Bag 50072  
**QUEENSTOWN 9348**

Attention: Ms. Tara Enright

Dear Tara,

### **RM240347 – RESPONSE TO QUERIES**

Thank you for the online meeting on 7 November 2024 with yourself and Ian. We have taken your comments on board and this letter is to provide answers to the queries discussed at the meeting. I have set out each item and responded as far as possible:

#### Reasons for the floating sauna being located at the end of the Pier, rather than within the existing floating buildings.

The proposal is for a sauna and plunge activity located on a floating pontoon. The key reason the proposal is not located in the existing floating buildings is that access to the water from these existing buildings is limited / constrained. The spaces between the existing floating buildings are not appropriate (in terms of safety and design) for customers to plunge into, and the water is too shallow for the plunge aspect of the activity. The boat berth (which is a commercial activity in itself and can accommodate an 18m boat) is considered the most appropriate place for an activity of this nature. The floating nature of the proposal and the plunge aspect forms part of the experience in which the applicant is seeking consent for, and the reason why it is located at the end of the pier, rather than as part of the existing floating buildings located adjacent to the promenade.

#### Fixed term consent – volunteered condition

Through the discussions with Aukaha and TAMI, we acknowledged that without a fixed term, as a land use consent the activity is approved in perpetuity. The applicant agrees to volunteer a condition of consent to restrict the term to 15 years, giving the applicant sufficient commercial security and minimising compliance costs, while providing the confirmation for iwi that the consent is not forever.

The proposed volunteered condition is as follows:

- x. *The lapsing date for the purposes of Section 125 of the Resource Management Act 1991 shall be 15 years after the issue date.*

#### Precedent effects

Council has indicated concerns over precedent effects of approving a floating building where berths / boats should be. We note that precedent effects are a section 104(1)(c) matter ('any other matter'), as they are not an effect on the environment as such.

Our understanding of the case law around precedent effects is that, while precedent effects are relevant, they should not be given undue weight, and each application should be assessed on its individual merits<sup>1</sup>.

Our understanding is that, granting consent to a discretionary activity that is broadly aligned with the objectives and policies does not set a precedent. This was set out in CIV-2008-485-2584 Progressive Enterprises v North Shore City Council. At paragraph 70 the High Court stated:

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<sup>1</sup> *Berry v Gisborne District Council* [2010] NZEnvC 71.



*[70] It is not the fact that this was a decision on an application for a discretionary activity that means it cannot have a precedent effect, rather, it is that the outcome of any future application will necessarily depend on the evidence before the Court at that time, assessed against the relevant assessment criteria. On that basis, it cannot be said the Environment Court's decision will compromise the District Plan's strategy.*

In other words, granting consent to a discretionary activity will not automatically set a precedent, but rather the outcome of any future application will depend on the nature of that future application and supporting evidence and the assessment against the relevant criteria. Furthermore we note the proposal is locationally and physically constrained and is a bespoke proposal befitting for consenting based upon the underlying marina consent and variation. These circumstances are unique factors unlikely to be replicated elsewhere.

As we have explained in the application, the proposal is consistent with the relevant objectives and policies listed in the Rural Zone of the PDP. Objective 21.2.12 also notes the following with regard to lakes and rivers:

*Objective 21.2.12*

The natural character of lakes and rivers and their margins is protected, or enhanced, while also providing for appropriate activities, including recreation, commercial recreation *[Emphasis added in underline]* and public transport.

We note that a floating building located at the Frankton Marina (or other locations within Lake Wakatipu) require resource consent, and therefore no permitted baseline applies. With every application that comes through, Council must consider each on its own merits. In this case, the application is for a discretionary activity. Any activity of similar nature, located at the Frankton Marina, will also need a discretionary activity consent and will need to also be assessed on its own merits, in which Council has discretion over.

The applicant has a private agreement with the marina developer, that ensures that the proposed is the only floating spa and wellness business within the Queenstown Marina. We acknowledge that this agreement does not specifically restrict another floating building to be located at the Queenstown Marina for some other purpose:

29.5 **No Competition.** The Landlord will not, during the term of this Sublease:

29.5.1 enter into any direct sublease or agreement to sublease any building in the Marina to an occupier which will operate a floating spa and wellness business in competition with the permitted Business Use of the Subtenant; or

29.5.2 consent to any assignment of a sublease or the grant of any licence in respect of any building in the Marina to an occupier that will operate a floating spa and wellness business in competition with the permitted Business Use of the Subtenant.

We do not consider it appropriate to place a restriction to this effect, as applications will need to be assessed on its own merits, and discretion remains with Council with regard to the approval of an application.

In addition, a future application for a floating structure will need to assess the cumulative effects of the proposal. In this case, the proposal is the first and only floating building on a berth at the Queenstown Marina. Should the situation arise, the Council has the ability to assess the cumulative effect of a future application for a floating structure at the Queenstown Marina or elsewhere in Lake Wakatipu.

In terms of floating buildings in other locations on Lake Wakatipu, these will be assessed on an entirely different regime, as most of Lake Wakatipu is located within an Outstanding Natural Landscape and there are no other large scale marinas with activities that anticipate associated commercial uses such as spa and wellness facilities. The Frankton Arm does not have a specific landscape category but we consider that the Marina is the best location within the Arm for an activity of this nature due to the dynamic and modified marina environment. We note that by approving the proposed floating sauna within the Frankton Marina, it could result in a positive precedent effect, which sets out the precedent that the marina is the most appropriate place, and other sensitive locations within the

Lake Wakatipu ONL is not appropriate. As such, we do not consider that the proposal will result in adverse precedent effects.

We trust the above is of assistance. Please contact me if you have any questions.

Yours faithfully,



Blair Devlin  
**SENIOR RESOURCE MANAGEMENT PLANNER**