

# **SITE MANAGEMENT PLAN (SMP)**

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**247 Fenton Street & 12 Toko Street,  
Rotorua  
(Ascot on Fenton)  
Resource Consent RC 17887**

Version 1.4 June 2024

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## 1. INTRODUCTION

This Site Management Plan (SMP) informs the operation of Contracted Emergency Housing (CEH) at Ascot on Fenton, 247 Fenton & 12 Toko Streets, Rotorua.

Resource Consent (RC 17887) to use the site and buildings at 247 Fenton & 12 Toko Streets for CEH was granted on 15 December 2022, for a duration of 2 years. Condition 21 of RC17887 requires this SMP to be submitted to Rotorua Lakes Council's Compliance Monitoring Officer for certification by 2 March 2023.

The purpose of the SMP is to fulfil the requirements of RC 17887 and ensure that resource consent conditions (see Appendix 1) are complied with by:

- a. Operating under the Contracted Emergency Housing model as described in Te Hau ki te Kāinga Strategic Plan (see Appendix 7);
- b. Ensuring the wellbeing of Contracted Emergency Housing occupants through appropriate placement of occupants based on the Contracted Emergency Housing site;
- c. Mitigating effects of Contracted Emergency Housing on the immediate neighbourhood; and
- d. Ensuring appropriate communication, monitoring and reporting, and response to complaints.

## 2. KEY CONTACTS

### Consent Holder:

The consent holder is the person who has the right to implement the resource consent for CEH on the site. Ultimately it is the responsibility of the consent holder to comply with the resource consent conditions.

**Name:** Frank Liu, Manager, Ascot on Fenton

**Phone:** 027 531 4266

**Email:** [info@ascotonfenton.co.nz](mailto:info@ascotonfenton.co.nz) or [frankliu24@yahoo.co.nz](mailto:frankliu24@yahoo.co.nz)

### Motel Operator:

The Motel Operator is the onsite motel manager. The Motel Operator is responsible for the management of the site and buildings, including cleaning the units and keeping the site and road berm in front of the site tidy. The role of the Motel Operator is described in more detail in section 4.1 below.

**Name:** Frank Liu, Manager, Ascot on Fenton

**Phone:** 027 531 4266

**Email:** [info@ascotonfenton.co.nz](mailto:info@ascotonfenton.co.nz) or [frankliu24@yahoo.co.nz](mailto:frankliu24@yahoo.co.nz)

### Service Provider:

The Service Provider is responsible for the operation of the site in terms of providing social services and support to the whānau who are residing in CEH. This includes managing entry and exit to the site (including visitors), ensuring whānau are allocated to a unit that best suits their needs, on-site

support services and 24/7 security. The role of the Service Provider is described in more detail in section 4.2 below.

**Service Provider: Wera Aotearoa Charitable Trust (WACT)**

**Name: Toli Maka, Housing Manager**

**Mobile: 027 700 9638**

**Email: [Toli@wact.org.nz](mailto:Toli@wact.org.nz)**

**Suitable Representative:**

The 'Suitable Representative' (Condition 2) is the principal contact person for Rotorua Lakes Council regarding this consent:

**Lyall Wilson, Team Leader, Ministry of Housing and Urban Development**

Mobile: 021 01981152

Email: [Lyall.Wilson@hud.govt.nz](mailto:Lyall.Wilson@hud.govt.nz)

## 3. OCCUPANCY AND REPORTING

### 3.1 Scale and Intensity

A maximum of **43 occupants** will reside within the 14 Contracted Emergency Housing units. To avoid doubt, this does not:

1. Restrict the length of stay for residents in the CEH units; or
2. Limit the number of people residing in the Manager's Accommodation

### 3.2 Occupancy Reporting

A written (including electronic) record will be maintained at all times that records:

- a. The total occupancy numbers across the whole site;
- b. The number of people within each unit; and
- c. The details of any complaints received and any incidents where security staff intervention has been required, and responses undertaken by the Consent Holder to address these incidents or complaints

A record of the number of occupants residing at the site, and complaints, will be provided, by the 5<sup>th</sup> day of each month, to the "Suitable Representative" (see section 2 above) who will report to Rotorua Lakes Council's Monitoring and Compliance Officer at six monthly intervals.

## 4. SITE MANAGEMENT

All on-site staff shall be aware of, and understand, the resource consent and its conditions and the compliance obligations. Together, the Motel Operator and the Service Provider are responsible for implementing the Site Management Plan.

The Site Plan attached at Appendix 2 outlines the shared open space, administrative and parking areas on the site.

The division of responsibilities between the Motel Operator and the Service Provider are outlined below.

## 4.1 Motel Operator

The Motel Operator or their employee will be based in the reception area, 7 days per week. The Motel Operator is responsible for building maintenance and cleaning of the site, including the following:

### Daily tidying of the site and immediate surrounds (Conditions 19, 20 and 21)

1. The motel operator will ensure that any household effects from CEH occupants are stored inside existing buildings on the site (Condition 20).
2. The Motel Operator will locate waste storage areas (i.e. rubbish bins / recycling areas) so they are not easily visible from the road frontage or residential properties (Condition 21).
3. The Motel Operator will undertake, and complete a **daily** written record of (Condition 22):
  - i. Daily tidying of the subject site and immediately adjacent street berm to ensure the site contributes to an attractive streetscape;
  - ii. Daily removal of rubbish and graffiti from the subject site and street berms in front of the subject site; and
  - iii. Daily removal of shopping trolleys from public view from the subject site and street berms in front of the property.

### Maintenance and routine cleaning, including:

1. The Motel Operator is responsible for onsite maintenance and cleaning, including:
  - i. Regular maintenance checks of all motel units;
  - ii. Repairs to motel units, shared areas, reception, laundry, equipment, chattels, and fire system. If a client has damaged the property, the reporting tool will be completed by the Service Provider;
  - iii. Routine inspections of all units and full cleaning after CEH occupants exit;
  - iv. Organising trades and contractors to fix repairs;
  - v. Ensuring waste storage is screened from the road frontage or residential properties; and
  - vi. Maintaining the gardens and outdoor areas, including:
    - a. Retaining the existing trees and vegetation along all boundaries of the site (Condition 10);
    - b. Retaining the open space in the centre, internal courtyard of the site in a suitable condition for use by occupants (Condition 11 and 15);
    - c. Maintaining all external boundary fencing in the same or similar form to existing fencing to provide privacy and security for contracted emergency housing occupants and adjoining neighbours (Condition 12);

- d. Maintaining landscaping in good condition and weed free. If any of the landscaping dies or is diseased, the dead and/or diseased plants will be replaced in the same or similar location within the next planting season (generally between May and October) with a same or similar species of plants with a plant size capable of reaching the same height within the following planting season (Condition 14).

## 4.2 Service Provider

The Service Provider is responsible for the onsite support services for whānau in CEH and onsite security.

Wera Aotearoa Charitable Trust (WACT) will provide support services to each placed household, based on the principles of Te Hau ki te Kainga. WACT is a Māori based organisation that support whānau with housing, employment, reintegration, and youth services. With whānau being at the centre of everything it delivers, WACT services include:

- Hauora – where health and wellbeing is valued;
- Ākoranga – education and effective communication - walking and learning together.

A sense of Rangatiratanga is implemented throughout each whānau journey. Together weaving the realisation of potential. Navigators support whānau and tamariki, utilising “Ngā Pou e Rima” Māori framework to identify needs and mitigate gaps which have contributed to their current situation. Whānau gain solid, strong, and self-supporting tools for their “kete” – to support a shift into long term, sustainable housing.

The actual services provided to whānau will depend on their individual needs.

Navigators, employed by the Service Provider will be present for all admissions, whānau assessment, goal planning and connecting family/whānau with wrap around supports to meet their immediate, current, and future needs.

The Service Provider supports households experiencing changes and challenges in their lives, such as but not limited to housing, family dynamics, addiction, education, and employment. Support Service Provider will support households to set achievable goals, then support and monitor progress. The Navigators / Support Workers will motivate and encourage clients to activate inherit strengths.

The Service Provider will develop a ‘Housing Transition Plan’ to help whānau become self-sufficient and vibrant.

Key responsibilities for the Service Provider in terms of support services to whānau include:

- i. Completing admission and assessment of whānau needs;
- ii. Ensuring whānau are allocated a unit that best suits their needs including considering accessibility, location on site, parking requirements and access to open space.
- iii. Regular inspections of the CEH units to ensure cleanliness, compliance with site rules and suitability of the unit to whānau needs.
- iv. Explaining the rules of stay rules (see Appendix 3) and regulations in an understandable manner;
- v. Working alongside client to establish and individualised goal plan;
- vi. Monitoring goal plans and adjusting where appropriate;

- vii. Encouraging all children to attend age-appropriate education;
- viii. Maintaining confidentiality at all times unless there is risk of harm
- ix. Ensure clients are aware of their rights, advocacy, and complaints procedure
- x. Ensure any concerns around child / adult safety, hazards and incidents are identified, reported, then managed in line with policies, procedures, and work practices.

### 4.3 Onsite Services and Hours

**Motel Reception** – The reception operates the following hours:

- 9:00 am to 6:00 pm, Monday to Friday

#### **Service Provider Navigators**

Onsite support provided during the following hours:

- 9.00 am to 5:00 pm, Monday to Friday

#### **Security**

Security will be present 24/7 and based in the very front entry (former gym space). Onsite 24/7 security will be provided by the Service Provider.

Security will meet the following requirements:

**Security Company:** The security firm should, as a minimum, have the following:

- File an Annual Return for each year licence held
- Hold a current status with the NZ Companies Office
- Comply with the Privacy Security Personnel and Private Investigators Act 2010
- Ensure all guards on site hold and display a NZ Security Guard Certificate of Approval
- Meet vetting/background standards before guards are deployed
- Ensure guards are appropriately trained in the roles and functions they are to carry out, specifically training on customer service and conflict management.

**Security Staff:** All guards must:

- Hold and display (on site) a NZ Security Guard Certificate of Approval
- Have completed security company's induction training for workplace hazards and controls and understand how to report hazards
- communicate effectively with staff and clients
- Display a high standard of professionalism;
  - \* are clean, tidy, well-groomed and
  - \* in an appropriate uniform
- Perform their duties in a manner that is courteous, polite, helpful and with empathy
- Be observant of their surroundings and be immediately ready to assist

Security duties may vary to suit changing needs, but they should not detract from the primary purpose of keeping staff and clients safe.

Security responsibilities include:

- Assessing the potential risk of any client or visitor to the site
- Utilising protocols to further engage and delay entry to assess the risk of clients and visitors who appear to be intoxicated or agitated

- Acting in a manner towards all clients and visitors that is courteous, polite, helpful and with empathy
- Being proactive in the identification and reporting of potential health, safety and security hazards in the work environment
- Being involved in the planning and monitoring of situations where there is the potential for conflict
- Moving around the site monitoring the behaviour in a discreet, professional and friendly manner
- Responding as appropriate to any duress alarm or emergency that may occur on site
- If requested, escort staff to their vehicles
- Ensuring that Security, Visitor and Contractor identification is worn
- Following the Security Company radio and electronic security procedures
- Reporting all security and safety concerns, activity and incidents by way of incident report to the security company and escalate accordingly
- Placing the site into lock down if there is an immediate and serious risk to the safety of staff and clients onsite
- Contributing to the ongoing management and planning of a site's health and safety protocols.
- Debriefing and reviewing any incidents for continuous improvement purposes.

#### 4.4 Procedure for Whānau being placed into CEH

WACT is part of the collective, Te Hau Ki Te Kāinga, a community led, Kaupapa Māori Principles based response to developing “Self-sufficient, interdependent and vibrant whānau” by “Growing and nurturing future whānau leaders”. Whānau are placed into CEH using the methodology outlined in the Te Hau Ki Te Kāinga Strategic Plan (attached at Appendix 7).

Whānau are referred to CEH after being triaged and referred through Te Pokapū, a Rotorua Housing Hub where whānau are assessed and considered for emergency housing using the Ngā Pou e Rima cultural assessment model (see Appendix 8). The Ngā Pou e Rima framework designed around five pou:

- Te Pou Whānau – Family
- Te Pou Hinengaro – Emotional Wellbeing
- Te Pou Tinana – Physical
- Te Pou Wairua – Spiritual
- Te Pou Ahurea – Culture

Once a referral is received from Te Pokapū, whānau are assessed by the onsite Service Provider to ensure they are allocated a unit that best suits their needs and particular circumstances using the Nga Pou-e-Rima cultural framework. This includes consideration or management of people whose behaviour may create unacceptable risk to other occupants. If an appropriate unit is unavailable, whānau will be referred back to Te Pokapū.

Unit allocation within the site also follows the Nga Pou-e-Rima cultural framework assessment model and all Service Provider staff involved in triaging potential CEH occupants are trained and are familiar with this methodology. In addition, the Service Provider aims to ensure that:

- Placements are primarily for families with children, young people / rangatahi, people with disabilities and the elderly;
- Crowding is avoided; and



- iii. Families with children have access to appropriate play space.

## 4.5 Noise Management

The following measures will be in place to manage noise perceived at the boundary limits:

- No recreational equipment will be placed within five metres of the neighbouring residential boundary fences.
- Visitors be managed.
- Outside facilities, for example the internal courtyard shared open space area is restricted to 6.00am to 9.00pm.
- No alcohol is to be consumed onsite.
- Any illegal activities are prohibited in all areas of the site.
- Responsibility of not causing disturbance to quiet and peaceful enjoyment of premises for other households and neighbours are outlined in the Rules of Stay
- Breaches to the Rules of Stay could result in removal from the accommodation

The following measures will be in place to manage noise within the site:

Due to the close proximity of the units, people will perceive noise limits differently. If noise disturbs the neighbouring units and community a social and support worker will address this concern.

- Respect and understanding will be encouraged as all households have different needs. For example, some people may work at nights and need a quiet environment to rest.
- If there is continuous disregard to noise management, the household maybe removed from the premises. Before this occurs, the Service Provider Navigator will work alongside the household to find a solution.

## 4.6 Animal Control

No animals shall be kept on site by CEH occupants other than disability assist dogs under the Dog Control Act 1996 (Condition 23).

## 4.7 Health, Safety & Responsibilities

The site has 39 rooms over two stories. Households can only use the main entrance to enter the site and entry to the rooms is by swipe card access only. No swipe card, no entry. All swipe cards will be delivered to and picked up from the security desk. Key measures will be implemented to ensure the health and safety on the site, including:

- During the admission process the Navigator will show respect and aim to build positive rapport with all households entering the motel. During this stage the health and safety procedures will be explained in an understandable manner. If the household requires an interpreter or a support person, the Service Provider will support this.
- Occupant list – the Service Provider will complete all admission documents when households arrive. These details will have name, phone number, emergency contact and all children's details. This list will be updated by the end of each working day.

- Visitors – generally not permitted onsite unless the visitor(s) is visiting in the capacity of supporting a client alongside the support services provided. Onsite staff will address any unauthorised visitors and concerns that arise, pertaining to the non-compliance of safety rules and regulations. A visitors register will be completed for any services and contractors that enter site.
- A Health and Safety Risk Management Register will be kept up to date.
- The Service Provider will continue to work alongside the Motel Operator to ensure the premises are fit for purpose.
- If the Motel Operator reports any concerns regarding households. The Service Provider's onsite staff will address these concerns immediately.
- There is zero tolerance of drugs and alcohol on the premises under the WACT contract.
- There is no tolerance of negative behaviours that occur from people under the influence of alcohol and drugs.
- Children must be supervised at all times; the carpark must not be used as a play area.
- Children under the age of 14 years old must not be left alone.

## 4.8 Emergency Response Plan

### The identification and reporting of health, safety, and security hazards in the environment

If an incident or hazard occurs onsite there is a reporting tool available either in hard copy or electronic format. The Service Provider staff member who is present during the incident must report immediately or in a timely manner. The following must be reported but is not limited to the below

- Incident, accident, injury, illness, behaviour, vehicle incidents, complaints, threatening and harmful behaviour, harm and safety issues regarding children

All households will be treated with high respect and their information will remain confidential. Unless there is a risk to the household or others. If the police are required for further support, they will be contacted by the relevant Service Provider staff member.

After the staff member has completed the reporting tool the Service Provider will complete the outcome and action section of the reporting tool. If the incident is higher than a prescribed level, the report will be discussed with the CEO, General Manager, and the Board members. All safety measures and preventative actions will be put in place in a timely manner.

### Monitoring and reviewing incidents for quality improvement purposes

- Daybook notifications are imperative in identifying areas of risk and therefore areas for improvement.
- Regular meetings between Security management, Emergency Housing management of Wera Aotearoa and motel staff will take place on site.
- Daily reviews of incidents will be undertaken by Security, and improvements put in place immediately to either mitigate or eliminate similar incidents.
- Daily reviews of incidents will be undertaken by Security management, and improvements put in place immediately to either mitigate or eliminate similar incidents.

**Child Protection – Vulnerable Children’s Act 2014:** The Service Provider holds in high regard the safety of Children and Young People. WACT aim to protect children and support them to thrive and have a sense of belonging in their environment. Staff are trained to identify risk and harm including but not limited to malnutrition, miss treatment and abuse. WACT work alongside the household to source the most suitable supports that will enhance their family functioning and stability. The Service Provider encourages and empowers whānau to develop strong and healthy relationships within the whānau and wider networks.

If abuse and neglect is identified, a Navigator will be contacted immediately. The Service Provider Navigator will meet with the whānau to establish a risk assessment plan. The Navigator will make the decision whether it is appropriate to contact Oranga Tamariki. A report of concern will be reported via phone and email.

Employees – All Service Provider employees will complete a Ministry of Justice vetting form. To ensure they are safe to work with children.

### **Emergency Evacuation**

Will be carried out in accordance with all regulatory requirements.

## **4.9 Authorised Personnel and Visitors**

### **Authorised Personnel**

All authorised personnel must report to security and sign the visitors register. Appointments are by prior arrangement only. All external social, health and wellbeing services must show their employment identification to security. The social worker will then guide the authorised personnel to the whānau they are engaging with.

### **Visitors**

Visitors are generally not permitted onsite unless the visitor(s) is visiting in the capacity of supporting a client alongside the support services provided.

Where visitors are permitted onsite, their admission into the site will be subject to the following:

- There must be a discussion between the Service Provider and the occupant(s) before the visitors can obtain access to the premises.
- The decision to accept a visitor will be on a case-by-case basis; all risks will be considered before a decision is made.
- Visitors are not permitted to stay overnight;
- Visitors must only access the site via the main entrance and main reception area;
- Visitors must sign in and out, advise who they are visiting and their expected length of stay with security on entry.
- Security will direct visitors to appropriate parking.

## **4.10 Complaints**

### **Complaints Procedure**

The WACT Complaints Procedure is attached at Appendix 4.

A directory of key contacts for the operation of CEH from 7 Tryon Street – Apollo Hotel is attached at Appendix 5. This directory will be delivered to directly adjoining neighbours on or before 15 March 2023 and every six months thereafter.

A 24/7 0800 number (0800 53 44 44) is available for community and/or CEH occupants to call if they have questions, concerns or complaints regarding the operation of CEH from the subject site.

This is a central phone number, and complaints are triaged and managed by an external independent party. The process for receiving, recording and resolving communication or complaints made via the 0800 number managed by the Ministry of Housing and Urban Development and is outlined below:

### **Complaints made through the 24/7 0800 number**

Neighbours will be advised of the 0800 Number via the communication directory (Appendix 5). The 0800 number will also be shared at appropriate forums such as the Community Liaison Group and on MHUDs website.

### **Documenting Complaints**

Phone calls received via the independent 0800 number will be documented. If the phone call is a complaint, details will be recorded, any appropriate actions will be taken (see below) and the complaint will inform ongoing monitoring of CEH.

Complaints received via the 0800 number will also inform the Compliance Report (Condition 9)

Complaints received via the 0800 number in regard to:

- Noise - will be forwarded to on-site security personnel or the Rotorua Lake Council - 07 348 4199.
- Emergencies – will be informed to call 111
- Inappropriate behaviour, cars on berms, trolleys – will be recorded and sent to the appropriate Motel Operator / Service Provider to remedy such issue as soon as possible. (Within 24 hours.)
- Complaints that are deemed low immediate risk to surrounding area will be recorded and sent to the responsible Motel Operator / Service Provider.

### **Resolving Complaints–**


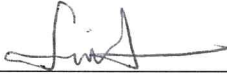

Complaints managed by Te Hau Ki Te Kainga will be recorded and responded to via email outlining the response / resolution. Communication back to complainant will be made via email where possible.

## **4.11 Laundry**

Communal Laundry areas are available for households to use as directed by the motel operator. Households must provide their own laundry detergent.

Households are responsible for all of their own laundry.

## 8. SIGNATORIES

<p><b>Signed</b> for and on behalf of <b>MHUD (Suitable Representative)</b>:</p>	 <hr/> Signatory name: Lyall Wilson Signatory title: Team Leader Contract Management Date: 11/06/2024
<p><b>Signed</b> for and on behalf of <b>Ascot on Fenton</b> by its authorised signatories:</p>	 <hr/> Signatory name: Frank Liu Signatory title: Owner of Ascot Date: 11/06/2024
<p><b>Signed</b> for and on behalf of <b>WERA Aotearoa Charitable Trust</b> by its authorised signatories:</p>	 <hr/> Signatory name: Signatory title: Date: 11/06/2024

## 5. MOTEL SIGNAGE

### 5.1 Motel Signage

Motel signage attracting traditional motel guests to the site will be removed or covered for the duration of the consent. This includes any vacancy/no vacancy signage and signs advertising the motel's amenities. The name of the motel e.g. 'Apollo Hotel' may remain on display (Condition 18).

### 5.2 Removal of Online Advertising

As far as is practicable, all online advertising and websites promoting tourist accommodation and other services at the site will be removed from online platforms for the duration of the consent (Condition 19).

## 6. RULES OF STAY AGREEMENT

Before moving into a Contracted Emergency Housing unit, the placed individual / household must read, review, and sign a 'rules of stay' agreement. The placement will not continue if these are not agreed to and signed.

### 6.1 Welcome and Information Pack

The Service Provider team will outline and explain the safety rules and regulations in an understandable manner. All households are required to read, understand, and sign the admission documents with a Service Provider staff member.

It is the responsibility of the staff member to ensure the household understands all documents before signing.

**Please see "Appendix 3 - Rules of Stay"**

## 7. POINT OF CONTACT

Name	Role	Phone	Email
Lyall Wilson	Team Leader, MHUD	021-1981152	<a href="mailto:Lyall.Wilson@HUD.govt.nz">Lyall.Wilson@HUD.govt.nz</a>
Frank Liu	Motel Operator	027 531 4266	<a href="mailto:Info@Ascotfenton.co.nz">Info@Ascotfenton.co.nz</a>
Toli Maka	Director of Housing	027 700 9638	<a href="mailto:Toli@wact.org.nz">Toli@wact.org.nz</a>

# APPENDICES

## Appendix 1: Resource Consent Conditions RC 17887

### Site 9: 247 Fenton Street & 12 Toko Street (Ascot on Fenton)

#### General

1. The activity shall be in general accordance with the information submitted with the Application for Resource Consent RC17887, the response to the request for further information, dated 11 May 2022 and Site Plan entitled “247 Fenton Street and 12 Toko Street, Rotorua, Emergency Accommodation”, sheet 1 of 1, dated 27/04/2022.
2. The Consent Holder shall appoint a suitable representative within two weeks following the commencement of this resource consent, who will be the principal contact person for Rotorua Lakes Council in regard to matters relating to this consent. The consent holder shall inform the Rotorua Lakes Council of the representative’s name and how they can be contacted.

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

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

#### **Requirements**

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

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

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

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

#### **Contract for the operation of CEH with MHUD**

3. The site must be subject to a contract for the operation of CEH with MHUD at all times. This shall include MHUD providing written confirmation to Rotorua Lakes Council of the Site Management Plan (SMP) required by Conditions 22 and 23.

#### **Consent Expiry**

4. This resource consent shall expire on the earlier date of either:
  - a. Two years from the date of decision; or
  - b. The date of cancellation of MHUD’s contract for CEH applying to the site under Condition 3.

**Notes:**

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

**Cessation of the CEH Activity on the site**

5. No later than 6 months prior to the consent expiry under Condition 4(a), the consent holder shall submit to the Manager, Planning & Development Solutions, Rotorua Lakes Council, or their delegate, for certification, an exit programme to end the use of the site and buildings for CEH within the timeframe granted under this consent. The exit programme shall detail matters such as - the plans to have the residents relocated from the site at the expiry of the consent, when the CEH will not be accepting further residents, and details of any required works to reinstate the buildings as a motel.

**Scale and Intensity**

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

**Notes:**

*To avoid doubt, this resource consent does not:*

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

**Record Keeping and Reporting**

7. A written (including electronic) record shall be maintained at all times that states:
  - a. The total occupancy numbers across the whole site;
  - b. The number of people within each unit; and
  - c. The details of any complaints received and any incidents where security staff intervention has been required, and responses undertaken by the Consent Holder to address these incidents or complaints.
8. The information listed in Condition 7 shall be reported to Rotorua Lakes Council's Monitoring and Compliance Officer at six monthly intervals from the date of commencement of the consent. The information will be provided in a form that does not identify individuals.
9. The Consent Holder shall provide a Compliance Report to Rotorua Lakes Council's Monitoring and Compliance Officer 6 months after the commencement of the consent, and every 6 months thereafter, outlining compliance with the consent conditions over the preceding 6 months. At a minimum the Compliance Report shall include:
  - a. An assessment of the Consent Holder's compliance with the conditions and any recommendations to address any identified non-compliances;
  - b. Recent photographs of landscaping, open space and boundary fencing as required by Condition 13;
  - c. Details of how compliance is achieved in respect of Condition 19 (Streetscape Amenity), including any maintenance undertaken in the preceding 12 months and processes for keeping street berms tidy; and



- d. An assessment of the effectiveness of the SMP and any recommended amendments to the SMP to improve its effectiveness.

### **Landscaping, Open Space and Boundary Fencing**

10. The existing trees and vegetation along all boundaries of the site shall be retained for the duration of the consent.
11. The shared open spaces, as shown on the Site Plan (approved under Condition 1 and updated under Condition 13), shall be retained in a condition suitable for recreational use by occupants.
12. All external boundary fencing shall be maintained in the same or similar form to the existing fencing to provide privacy and security for contracted emergency housing occupants and adjoining neighbours.
13. The landscaping, planting and boundary fencing required by Conditions 10 - 12 shall be marked on the Site Plan for the site and photographed and supplied to the Rotorua Lakes Council within one month of the commencement of the consent.
14. The landscaping outlined in Condition 10 shall be maintained in good condition and kept weed free. If any of the landscaping dies and/or becomes diseased, the dead and/or diseased plants shall be replaced in the same or similar location within the next planting season (generally between May and October) by a same or similar species of plants with a plant size capable of reaching the same height within the following planting season.

**Note:**

*This condition does not restrict enhancement of landscaping.*

### **Motel Signage and Advertising**

15. The Consent Holder shall remove, or cover where removal is not practicable, all motel signage for the duration of the consent. This includes any vacancy/no vacancy signage and signs advertising the motel's amenities.

**Notes:**

1. *To avoid doubt, reinstatement of motel signage may occur after consent expiry.*
  2. *The purpose of requiring signage to be removed is to avoid tourists pulling into the site or phoning to see if there is vacancy. As such, signage advertising the phone number, number of rooms, or the amenities onsite should be removed, but the name of the motel e.g. "Ascot on Fenton" can remain on display.*
16. The Consent Holder shall, as far as is practicable, remove all online advertising and websites that promote tourist accommodation and other services at the site for the duration of the consent.

**Note:**

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

### **Storage**

17. Any storage of household effects of contracted emergency housing occupants shall be provided inside existing buildings on the site.
18. Waste storage shall be screened from the road frontage or residential properties.

### **Streetscape Amenity**

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

- a. Daily tidying of the subject site and immediately adjacent street berm to ensure the site contributes to an attractive streetscape;
- b. Daily removal of rubbish and graffiti from the subject site and street berms in front of the subject site; and
- c. Daily removal of shopping trolleys from public view from the subject site and street berms in front of the property.

**Note:**

*The implementation of this condition is referred to in the Site Management Plan in Condition 23.*

**On-site Management**

20. An on-site staffing presence shall be maintained on the site at all times for the duration of the consent. The on-site staff shall be made aware of and understand the resource consent and its conditions and the compliance obligations.
21. No dogs shall be kept on site by CEH occupants other than disability assist dogs under the Dog Control Act 1996.
22. A Site Management Plan (SMP), confirmed by MHUD under condition 3, shall be submitted to the Rotorua Lakes Council's Compliance Monitoring Officer for certification within one month following the commencement of consent. The certification is only in relation to ensuring the SMP has the written confirmation of MHUD.

The purpose of the SMP shall be to ensure that resource consents and conditions are implemented by:

- a. Operating under the CEH model as described in Te Hau ki te Kāinga Strategic Plan;
- b. Ensuring the wellbeing of CEH occupants through appropriate placement of occupants; based on the CEH site;
- c. Mitigating effects of CEH use on the immediate neighbourhood; and
- d. Ensuring appropriate communication, monitoring and reporting, and response to complaints.

**Note:**

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

23. The SMP required by Condition 22 must include:
  - a. Details of the systems and procedures for placing people ('triaging') in the contracted emergency housing using the Nga Pou-e-Rima cultural framework including the:
    - i. Confirmation of placements primarily for families with children, young people / rangatahi, people with disabilities and elderly;
    - ii. Avoidance of crowding;
    - iii. Placement of families with children having regard to access to appropriate play space; and
    - iv. Management of people whose behaviour may create unacceptable risk to other occupants.
  - b. Details of on-site manager's responsibility for implementation of the SMP;
  - c. Details of the job title and name of the current person fulfilling the appointed suitable representative role required by Condition 2;

- d. Details of the on-site support services to be provided, including the number of staff, location for training and office work within the site and hours of operation;
- e. Site management details and methods addressing, at a minimum, the following matters:
  - i. Visitor numbers and visiting hours, and on-site visitor parking;
  - ii. Staffing;
  - iii. On-site and roaming security personnel, credentials, systems and procedures;
  - iv. Location of carparking (including for visitors);
  - v. Location of open space and play space;
  - vi. Meeting /training operation (including hours of use);
  - vii. Use of communal areas and facilities;
  - viii. Details of regular site maintenance, including:
    - a. Daily maintenance of streetscape amenity under Condition 19;
    - b. Maintenance of landscaping and planting; and
    - c. Programmed maintenance of all buildings.
- f. Effective noise management measures to avoid, remedy or mitigate potential noise nuisance;
- g. The set of 'house rules' that will apply to the site;
- h. Directory provided to neighbours with contact information on who to call if issues arise from the operation of CEH on the subject site;
- i. Details of a 24/7 0800 number for both the community and onsite occupants to communicate or make complaints about CEH;
- j. The process for dealing with complaints by or about any occupants of the site;
- k. Methodology for receiving, recording and resolving communication or complaints made via the 0800 number outlined under (i) above.

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

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

#### **Notes:**

- 1. *It is acknowledged that a wide range of matters are likely to be relevant as to whether contracts for emergency housing should be terminated ahead of the two-year period.*
  - 2. *While Condition 24 (above) is limited to CEH, this does not prevent a broader discussion about emergency housing generally.*
- 25. MHUD shall establish and facilitate the continued operation of a Community Liaison Group (CLG) for the duration of this consent in accordance with the following requirements:
    - a. The purpose of the CLG is:

- i. To promote effective engagement on an on-going and regular basis about matters associated with CEH;
  - ii. To promote the flow of information between the MHUD, Te Hau ki te Kāinga and the local community so as to, wherever possible, address any issues that may arise;
  - iii. To discuss the results of monitoring CEH and any matters that may arise as a result of the monitoring;
  - iv. To discuss any feedback on effectiveness of Site Management Plans and conditions; and
  - v. To discuss the exit strategy for CEH.
- b. The CLG shall be comprised of one representative from each of MHUD, Te Hau ki Te Kāinga, representative(s) from the motel operators / consent holders, Rotorua Lakes Council and Iwi. MHUD must also invite:
- i. Three representatives from the community (where possible these representatives should be from different geographical clusters of CEH);
  - ii. One representative from the tourism industry; and
  - iii. One representative from Restore Rotorua Incorporated.
- c. MHUD shall ensure that members of the CLG are provided with the opportunity and facilities to meet:
- i. No more than 30 working days after the commencement of the consent; and
  - ii. No-less frequently than every six months, unless all members of the CLG agree there is no need for a meeting.
- d. The time, date and venue of proposed meetings shall be notified to members of the CLG (by email) at least 10 working days in advance of the meeting;
- e. Minutes of the CLG meetings shall be kept by MHUD and be made publicly available;
- f. MHUD shall engage an independent chairperson to facilitate CLG meetings;
- g. MHUD shall meet the reasonable administrative costs of facilitating the CLG meetings (e.g. meeting invitations; meeting venue; preparation of meeting minutes) and chairing duties; and
- h. MHUD shall, in consultation with the CLG, develop a preferred method for communicating with the surrounding residents and hosting key documents (for example, a website, or other document hosting portal).

**Notes:**

1. *Condition 25 governs initial membership for the purposes of convening the first meeting of the CLG. On-going membership requirements will be determined by the CLG including who is best placed to lead the CLG. The CLG shall be a single entity common to all CEH consents.*  
  
*In the event that it is not possible to establish a CLG or convene meetings through lack of interest or participation from the local community, then such failure to do so will not be deemed a breach of these conditions. Should the local community wish to re-establish meetings after a period of inactivity, then the conditions above shall continue to apply.*
2. *The purpose of Condition 25 may be achieved through other means such as a modified Rotorua Housing Taskforce or other Rotorua emergency housing liaison group.*
3. *For the avoidance of doubt, the CLG may, by agreement add a representative(s) to its membership for either general or specific purposes and on such terms as are agreed.*

## **Monitoring Fee:**

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

## **Review**

27. Pursuant to section 128 of the Resource Management Act 1991, Rotorua Lakes Council may, 12 and 18 months after this consent is given effect, serve notice on the Consent Holder to review any or all of the conditions of this consent with regard to the effectiveness of the conditions of this consent in avoiding, remedying or mitigating adverse effects on the environment that may arise from the exercise of this consent and, if necessary, to avoid, remedy or mitigate such effects by way of further or amended conditions. In particular, adverse effects may relate to:
  - i. Site Management;
  - ii. The use of common / shared areas;
  - iii. Parking; and/or
  - iv. Waste Management.

## **Advice Notes:**

### **Building Act**

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

### **Waste Management**

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

### **Right of Objection**

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

### **Monitoring of Conditions**

5. *Fulfilment of the conditions of this consent within the timeframe specified in the consent is necessary to carry out the proposal for which this consent relates. Your progress towards satisfying the conditions of consent will be monitored by Council's Monitoring and Compliance Officer.*
6. *Please contact Council's Compliance & Regulatory Team ([RMACompliance@rotorualc.nz](mailto:RMACompliance@rotorualc.nz)) in relation to the completion and monitoring of the conditions of this consent. The consent holder will be charged for the administration, monitoring and supervision of this resource consent. Notwithstanding the above, where there is good and reasonable cause for unprogrammed monitoring and additional site inspections, the costs of that will be a charge on the consent holder. Such costs are recovered*

*on an actual and reasonable basis as defined in the General Conditions and Notes of the Fees and Charges Schedule as approved by the Council in terms of Section 36 of the Resource Management Act 1991.*


**Augier Conditions**

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

## Appendix 2: Site Plan



## Appendix 3: Rules of Stay



# Guidelines

This is a whānau centered, whānau friendly village.  
The points below will ensure that we provide a happy and safe environment for us all.

### ZERO Tolerance:

- NO DRUGS OR ALCOHOL** within the boundaries of the Motel. This includes all car park areas. Police will be notified of drug usage and activity and may affect your continued stay.
- VIOLENCE OR ABUSE** of any type will not be tolerated. Police will be notified, and this may affect your continued stay.
- CHILDREN ARE TO BE ACTIVELY SUPERVISED** by a present adult at all times. If a breach occurs, our Child Safety Protocol will be activated.

- No visitors on site at all times.
- No gang regalia in your room or within the boundaries of the Motel – this includes colours/patches or associates.
- No tenant will leave or enter the Motel between the hours of 10pm and 6am except under exceptional circumstances. Please discuss this with WACT staff.
- No parties, loud music or noise. Please be considerate of other whānau here.
- Keys and/or swipe cards are the responsibility of the tenant. If lost, the tenant is liable for any costs associated with replacements.
- No pets within the boundaries of the Motel (this includes in your car). If evidence of pets is found in your room a cleaning fee of \$150 will apply
- Cleaning Staff will check in with you to see if you need clean linen. If you are out of your room, please leave the linen inside your room in the shower or bathtub – NOT OUTSIDE.
- No smoking or vaping in your rooms. Remember to close the door if you are smoking outside your room. If you are found to be smoking in your room, a cleaning fee of \$150.00 will apply.
- While your room will be serviced regularly, you are responsible for maintaining the hygiene and cleanliness of your room and within the premises.
- All damages to rooms and properties are to be reported immediately to your Navigator. Repair Request Forms are available from your Navigator. Intentional damages will be charged to the tenant.
- Remove all rubbish regularly and use the recycling bins accordingly. Nappies are to be placed in plastic liners and tied off before disposal into rubbish bins.
- Housekeepers will not move your personal belongings. Therefore, if the floors are not clear and belongings are on the bed on cleaning days, cleaning will not be done, and you will be required to do this.
- No items are to be hung out of windows or over the balcony.
- All vehicles parked onsite are parked at the owner's risk. Any damages are not the responsibility of WACT or the Motel.
- COMPULSORY room inspections will be carried out regularly.
- CCTV is operating on site. This footage may be used as evidence if required.

These Guidelines are subject to change at any time and without notice. These will be reviewed every 3 months.

I, ..... tenant of Unit # ..... acknowledge these guidelines have been explained to me, and I understand that a breach of this agreement may result in being removed from the Motel immediately.



## RULES OF STAY

Welcome to our whānau centred, whānau friendly, village. The points below will ensure that we have a happy and safe environment for us all.

1. **BEHAVIOUR: ZERO TOLERANCE TO LOUD NOICES, VIOLENCE/AGGRESSION AND/OR INTIMIDATING BEHAVIOUR.**
  - Any type of loud activity, violence or abuse will not be tolerated.
  - No parties, loud music, or noise.
  - The police will be notified, and this may affect your continued stay.
  - No gang or group-related activities or attire/regalia to be worn on site or within the boundaries of the motel. This includes colours/patches and associates.
2. **CCTV**
  - CCTV operates on the premises.
  - Footage will be used as evidence when required.
3. **CHATELS/PROPERTY:**
  - Do not remove or move chattels from the unit.
  - Any damage to the unit or property and/or any missing, or stolen items must be reported to the navigator immediately. (Repair request forms are available from the navigator.)
  - You will be charged for the full costs of any intentional damage to the unit or property.
4. **CHILD SAFETY**
  - All children must always be supervised by a responsible adult.
  - If a breach occurs, our child safety protection protocol will be activated.
5. **HOUSEKEEPING:**
  - Your unit will be serviced regularly, and your navigator will inform you of dates and times.
  - You are responsible though for the day-to-day hygiene and cleanliness of your unit.
  - Kaimahi will check with you to see if you need clean linen. If you are out, please leave the linen inside your shower/bathtub – NOT OUTSIDE.
  - Housekeepers will not move your personal belongings. Therefore, if the floors are not clear and belongings are on the bed on cleaning days, cleaning will not be carried out and you will have to do your own cleaning.
  - No items are to be hung out of windows or over the balcony.
6. **KEYS AND/OR SWIPE CARDS**
  - These are your responsibility.
  - If lost or misplaced, you are liable for any costs associated with replacement(s).
7. **NO ALCOHOL, NO DRUGS – ZERO TOLERANCE TO ALCHOL AND/OR DRUGS.**
  - Nowhere on the premises, nowhere within the boundaries of the motel. This includes all car park areas.
  - The police will be notified of any drug usage and/or activity, and this may affect your continued stay.



**8. NO PETS. STRICTLY PROHIBITED.**

- No pets within the boundaries of the motel (including in your car).
- Any evidence of pets found in your unit a cleaning fee of \$150.00 will apply.

**9. NO SMOKING OR VAPING**

- Remember to close the door if you are smoking or vaping outside of your unit.
- If there is evidence of smoking or vaping in your unit; a cleaning fee of \$150.00 will apply.
- Please be tidy and use the receptacles provided for your ashes and butts.

**10. RUBBISH**

- You are responsible for removing all rubbish regularly and using the recycling bins provided.
- Nappies are to be placed into plastic liners and tied off before disposal into the rubbish bin.

**11. UNIT INSPECTIONS**

- Compulsory inspections will be conducted regularly.
- The navigator will inform you of dates and times.

**12. VEHICLES:**

- Only 1 vehicle per accommodation unit is allowed.
- Vehicles are parked at the owner's risk.
- Any damages are not the responsibility of WACT or the motel.

**13. VISITORS:**

- Authorised visitors such as social, health and wellbeing service providers are by appointment and prior arrangement only.
- No other visitors permitted onsite unless in exceptional circumstances and only with WACT approval after a case-by-case risk assessment.
- Pickups and drop offs at the gate only.

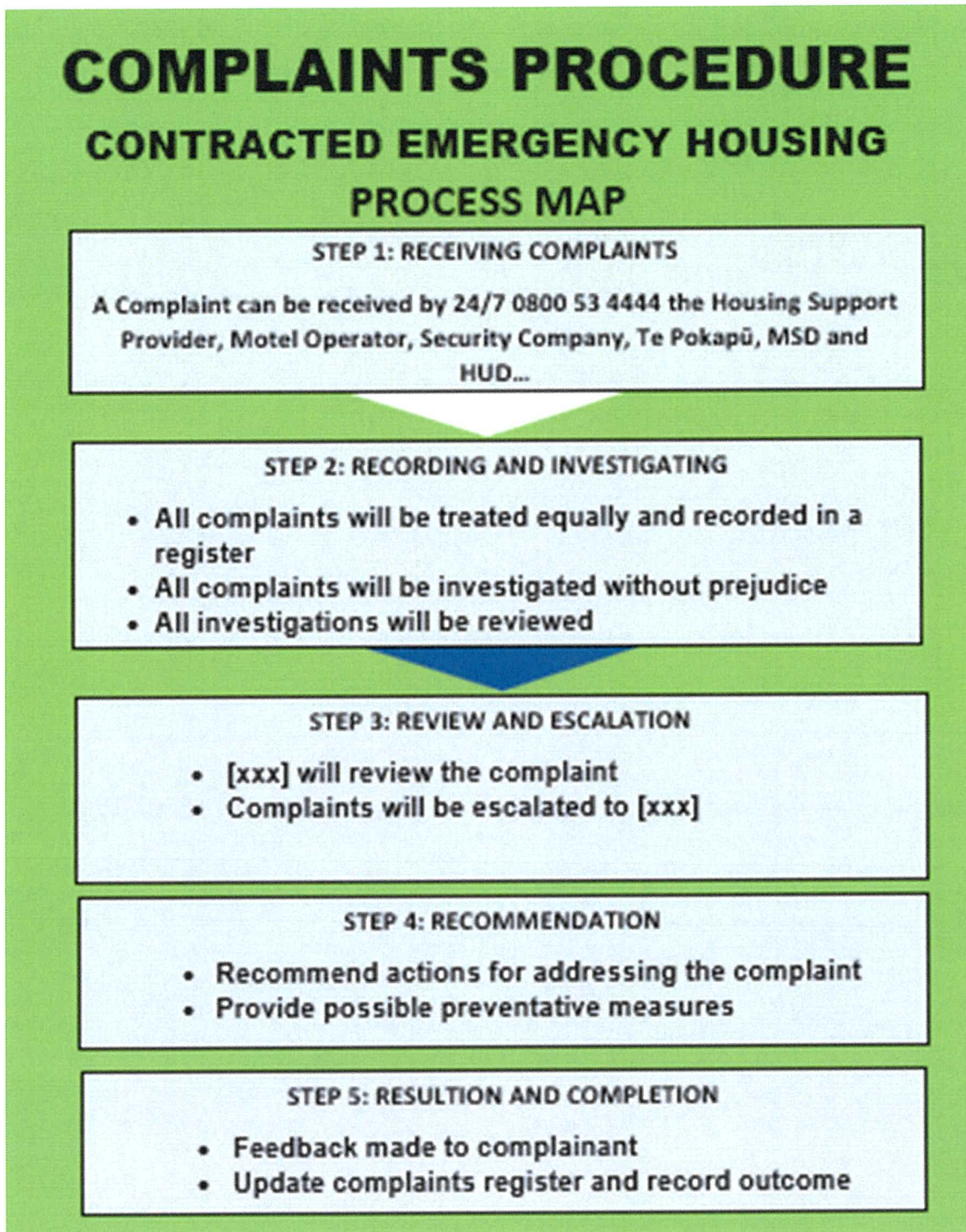
**Note: These rules are subject to change at any time without notice and will be reviewed every three months.**

**SIGN OFF:**

<b>Tenant:</b>			
	<i>Print Name</i>	<i>Signature</i>	<i>Date</i>
<b>Navigator (Witness):</b>			
	<i>Print Name</i>	<i>Signature</i>	<i>Date</i>



Appendix 4: Complaints Procedure:



## Appendix 5: Communication Directory for Neighbours

### Ascot on Fenton, 247 Fenton Street & 12 Toko Street, Rotorua

Email/Reason to call	Name	Role	Phone
<b>N/A (no email address)</b>			
If you believe there is an issue that is related to Contracted EH at 247 Fenton & 12 Toko Streets, Rotorua that requires immediate attention, please contact Security.	Security Service Officer	On Site 24/7 Security Guard	027 322 8697
<b><a href="mailto:toli@wact.org.nz">toli@wact.org.nz</a></b>			
If you wish to complain about any of the Contracted EH <b>whānau</b> staying at 247 Fenton & 12 Toko Streets, Rotorua (e.g. <i>Inappropriate behaviour, cars on berms, trolleys</i> )	Toli Maka	Social Service Manager (Service Provider Contact)	027 700 9638
<b><a href="mailto:info@ascotonfenton.co.nz">info@ascotonfenton.co.nz</a></b>			
If you have a complaint about the <b>building and/or landscaping</b> at 247 Fenton & 12 Toko Streets, Rotorua. ( <i>this could include Unsightly Rubbish and Graffiti</i> )	Frank Liu	General Manager (Motel Operator contact)	027 531 4266
<b>N/A (no email address)</b>			
If you wish to make a complaint about a Contracted EH motel in your neighbourhood or don't know which motel your issue relates to.	Complaints contact number.	24/7 0800 number	0800 53 44 44
<b><a href="https://www.rotorualakescouncil.nz/our-services/environment-and-health/noisecontrol">https://www.rotorualakescouncil.nz/our-services/environment-and-health/noisecontrol</a></b>			
Rotorua Lakes Council provides a 24-hour 7-day <b>noise control service</b> . Council has the power to control noise that is deemed excessive and unreasonable anywhere in the Rotorua District	Rotorua Lakes Council	Noise Control (RLC)	07 348 4199

**In case of emergency please call 111**

**To report non-emergency situations to the Police please call 105**

## Appendix 6: Daily Site Maintenance

MARCH

2023

MON	TUE	WED	THU	FRI	SAT	SUN
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

**GOALS**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**NOTES**

Initial each day in the calendar above to confirm that all Daily / Weekly / Monthly tasks have been completed.

Please make a note on each day of the number trolleys that have had to be removed or any graffiti that has had to be removed.

**TO DO**

- DAILY - Tidy site & street Berm
- DAILY - Removal of rubbish & graffiti from site and street berm
- DAILY - Removal of shopping trolleys from public view both on site & street berm
- WEEKLY - Maintain gardens
- MONTHLY - Photos of boundary fences & landscaping.