

Submission on Notified Resource Consent PL261064909



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Submission on Notified Resource Consent

Reference	PL261064909	Submitted	04 May 2026 02:45
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Notified Submission

SUBMISSION ON NOTIFIED APPLICATION CONCERNING RESOURCE CONSENT

(Form 13)

Section 95A (public) Resource Management Act 1991

To: The Chief Executive
Central Otago District Council
PO Box 122
Alexandra 9340

This is a submission on the following resource consent application:

Resource Consent Number

Valuation Number

Applicant

Location of Site

Brief Description of Application

Submissions Close

Writing a submission

The following will be required during this process:

- Your full name and address, telephone number and email address
- Whether you support or oppose the application for resource consent
- The reason for your submission
- The decision you wish the Council to make, including any conditions sought
- Whether you wish to be heard.

Important information so you don't lose your data

If you wish to take some time completing this form, we strongly recommend that you **create a [login](#) and log in to your account prior to starting to complete the form.** This gives you the ability to save a draft and return to it later.

If you are a club or organisation, please use an email that is associated with the club rather than your work or personal email.

Logging in before starting to enter information into the form also means you won't lose your information if the form times out, or if you accidentally navigate away from the screen you're working on.

You cannot save your information and return to it later unless you log in before you start the form.

Regardless whether you are logged in, once you have completed and submitted the form, you will receive a copy of your submission to the email address you specify in the form.

Either go to our [Online Services](#) page to create an account (or log in if you already have an account) or continue below to start without logging in.

Privacy

The information you provide is official information and is used to help process your application. The information is held and used in accordance with the Local Government Official Information and Meetings Act 1987 and the Privacy Act 2020. This means that your information may be disclosed to other people who request it in accordance with the terms of these Acts. Under the Privacy Act 2020 you have the right to see and correct any personal information that Council may hold about you.

Declaration

By continuing with this application you certify that: The Yes
information you provide is true and correct to the best
of your knowledge.

Notified Submission

Notes to submitter

1. If you are making a submission to the Environmental Protection Authority, you should use [form 16B](#).

The closing date for serving submissions on the consent authority is the 20th working day after the date on

Page 2 of 4

which public or limited notification is given. If the application is subject to limited notification, the consent authority may adopt an earlier closing date for submissions once the consent authority receives responses from all affected persons.

2. You must serve a copy of your submission on the applicant as soon as is reasonably practicable after you have served your submission on the consent authority.
3. If you are a trade competitor, your right to make a submission may be limited by the trade competition provisions in [Part 11A](#) of the Resource Management Act 1991.
4. If you make a request under [section 100A](#) of the Resource Management Act 1991, you must do so in writing no later than 5 working days after the close of submissions and you will be liable to meet the additional costs of the hearings commissioner or commissioners, compared to our hearing panel. Typically these costs range from \$3,000 - \$10,000.
5. Please note that your submission (or part of your submission) may be struck out if the authority is satisfied that at least 1 of the following applies to the submission (or part of the submission):
 - it is frivolous or vexatious:
 - it discloses no reasonable or relevant case:
 - it would be an abuse of the hearing process to allow the submission (or the part) to be taken further:
 - it contains offensive language:

It is supported only by material that purports to be independent expert evidence, but has been prepared by a person who is not independent or who does not have sufficient specialised knowledge or skill to give expert advice on the matter.

In lodging this submission, your submission, including contact details, become public information and will be available for anyone to view.

DETAILS OF SUBMITTER

Full name	Harry Allan Roberts Tasha Louise Roberts
Contact person (if applicable)	Jamie Gilbertson
Electronic address for service of submitter:	twoparies@gmail.com
Phone number - day time	0212795508
Postal address (or alternative method of service under section 352 of the Act):	8 McIntosh Rd, Earnscliffe, Alexandra

Your Application

Please select one regarding the application	I oppose
Do you wish to be heard in support of this submission?	Yes - I wish to be heard
Are you a trade competitor for the purposes of section 308B of the Resource Management Act 1991?	I am not
I would consider presenting a joint case if others make a similar submission	No

Details of submission

The specific parts of the application that my submission relates to are:	This submission relates to AO Marama Limited, Strode Rd, Earnscliffe, Valuation number 2845100226
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RC number 250259

Please refer to uploaded document form Roberts Family Fruit

The submission - include:

- whether you support or oppose the specific parts of the application or wish to have them amended; and
- the reasons for your views.

Please refer to uploaded document from Roberts Family Fruit

[Roberts Family Fruit Submission Ao Marama RC 250259 4 May 2026.docx](#) (176 kb)

[Land Covenant 12637615.2.pdf](#) (520 kb)

I seek the following decision from the consent authority.

Give precise details, including the general nature of any conditions sought Please refer to Roberts Family Fruit uploaded document

Select below - Pursuant to [section 100A](#) of the Act, that I do not request you delegate your functions, powers, and duties to hear and decide the application to 1 or more hearings commissioners who are not members of the local authority. "See note 4 (second tab) as you may incur costs relating to this request."

Any other comments?

Roberts Family Fruit owners will work constructively with the applicants, if there is an ongoing consultation about their proposal.

Contact with Roberts Family Fruit can be via:
info@robertsfamilyfruit.co.nz

In lodging this submission, I understand that my submission, including contact details, are considered public information, and will be made available and published as part of this process.

Yes

Please sign (click on the words CAPTURE)



Date signed:

04/05/2026



EST. 1961

ROBERTS FAMILY

——— FRUIT ———

Southern Fresh
Central Otago · New Zealand

Submission on Notified Resource Consent Application

Resource Consent: RC 250259 – Ao Marama Limited

Valuation Number: 2845100226

Statutory Basis: Section 95A (Public), Resource Management Act 1991

Form: Form 13

Submitter Details

Roberts Family Fruit Ltd

Harry and Tasha Roberts

Address for service: 8 McIntosh Road, R D 1, Alexandra 9391

Email: info@robertsfamilyfruit.co.nz

Mobile: 021 402 081

To:

Chief Executive

Central Otago District Council (CODC)

PO Box 122

Alexandra 9340

Email: resource.consents@codc.govt.nz

Nature of Submission

- **Trade Competitor:** Not a trade competitor for the purposes of section 308B RMA 1991.
 - **Scope of Submission:** The whole application.
 - **Stance:** We oppose the application.
-

Proposal Summary

The application by Ao Marama Limited seeks resource consent to subdivide Lot 1 DP 590633 (approximately 209 hectares) into eight allotments, resulting in seven records of title and seven building platforms, together with associated earthworks, roading, wastewater and water/runoff management infrastructure.

Introduction

We are the owners of a 64-hectare orchard and packhouse, with an adjoining country store. Our family business has operated since 1961 (approximately 65 years) and produces substantial volumes of fruit for local and export markets, including recent innovation in the freeze-dried fruit industry.

Roberts Family Fruit Ltd is a small, family-owned operation within the national horticultural sector. We provide employment for a significant number of people, including:

- Local residents
- Working Holiday Visa holders
- Recognised Seasonal Employer (RSE) workers

We make a meaningful contribution to the local and national economy through employment, rates, and the purchase of goods and services. While we are not planners or consent specialists, we are neighbouring landowners seeking to reasonably protect our existing operations and our future viability in horticulture.

Roberts Family Fruit is directly affected as a neighbouring landowner in relation to the Ao Marama application, including the proposed subdivision, buildings, roading and drainage.

Matters of Concern

1. District Plan Zoning and Activity Status

The subject land is zoned Rural Resource Area with a Significant Amenity Landscape overlay under the Operative Central Otago District Plan.

It is our understanding that the proposed subdivision constitutes a non-complying activity pursuant to Rule 4.7.5(iii) and therefore should be assessed under sections 104 and 104D of the RMA 1991. Of particular relevance are:

- Landscape and amenity effects
- Reverse sensitivity effects on existing orchards
- Policy direction requiring new rural residential development to recognise and accept established rural activities

2. Size and Density of Lots

Several proposed lots are significantly smaller than the typical 8-hectare rural allotment, with some as small as 0.5 hectares. This level of density is inconsistent with both the zoning intent and the Significant Amenity Landscape overlay, reinforcing our view that the proposal is non-complying and contrary to District Plan objectives.

3. Landscape and Visual Effects

The application relies on a landscape assessment prepared by Mr Moore, who acknowledges:

- The importance of foothills as a natural transition between developed lowlands and higher landscapes
- That the proposed dwellings will be visible from multiple viewpoints

Despite suggestions that buildings will be small-scale or of low prominence, we are concerned that:

- Dwellings will be constructed on hillsides and skylines
- Domestic and exterior lighting will be visible at night
- Reflective glare from windows and solar panels may be visible over long distances

These outcomes would materially alter the character of a Significant Amenity Landscape.

We also note the presence of:

- A stacked stone causeway on one proposed building site
- Remains of an old dwelling elsewhere on the property

These features may hold heritage value and may not have been immediately known to Mr Moore or the Applicants.

4. Reverse Sensitivity Effects

We strongly disagree with the applicant's assertion that a 150-metre separation from orchards sufficiently mitigates reverse sensitivity effects.

As experienced orchardists, we know that frost fans (wind machines) generate significant noise that can travel well beyond 150 metres, particularly under calm night conditions. CODC and the Applicant are already aware of these effects.

Notably, the Applicant currently benefits from a reverse sensitivity covenant with Roberts Family Fruit on the Fishtail Block, Hawley Road, acknowledging these realities. We are surprised that a similar approach is not proposed for this development.

Normal horticultural activities include, but are not limited to:

- Frost fans
- Helicopters
- Tractors and heavy machinery
- Irrigation pump motors
- Bird-scaring cannons and shooting
- Seasonal workers who may be vocal or play music

No scientific or monitoring evidence has been provided to demonstrate that reverse sensitivity effects are adequately addressed.

The economic contribution of surrounding orchards in employment, export income, and rates far outweighs that of the proposed residential lots. Reverse sensitivity controls are essential to prevent future constraints on orchard operations.

5. Water Runoff, Silt and Dust

Based on decades of experience with this land, we know that significant water runoff can occur during heavy weather events.

Concerns include:

- Downhill movement of silt and earth affecting productive land
- Adequacy of culverts and stormwater design

The proposal includes roading adjacent to orchard areas. We submit that:

- Roads must be constructed to a standard that prevents ongoing dust deposition
- Unsealed roads risk contamination of fruit destined for local and export markets

This strongly implies the need for sealed road surfaces where roads affect orchard operations.

6. Local Road Network

Full development of the proposal would increase traffic on Hawley, Strode, Blackman, McIntosh and Earnscliffe Roads.

These roads already accommodate high volumes of slow-moving agricultural vehicles during peak seasons. In particular:

- Strode Road is narrow, winding, and poorly surfaced
- Existing safety concerns are well known to CODC

Additional residential traffic will exacerbate these issues.

7. Electricity Supply

McIntosh Road services multiple orchards that already experience power constraints during irrigation and frost-fighting periods.

Any loss or limitation of power during critical frost events is untenable. While we are unsure of CODC's jurisdiction, we submit that:

- Additional residential demand must not compromise existing orchard power supply

8. Proposed QEII Covenant

We support the concept of a QEII covenant and potential public access. However:

- The covenant is not yet established
- Its implementation and permanence are not guaranteed

It should therefore carry limited weight in the overall assessment.

Conditions Sought (If Consent Is Granted)

Should the application be approved, Roberts Family Fruit Ltd seeks the following conditions:

- A binding reverse sensitivity agreement is required for all current and future titles
- Roads affecting orchard areas are sealed to prevent dust affecting fruit and bins
- Buildings are set back sufficiently so they are not visible, and external/domestic lighting is not visible from surrounding land

- A robust mitigation plan addresses silt and earth runoff from hillside development
- All internal roads meet CODC and New Zealand Fire Service standards
- Assurance is provided that power supply to orchards will not be compromised
- Effects on local roads are assessed and mitigated by CODC in consultation with residents

Summary and Relief Sought

We request that the application be declined.

If a moderated outcome is considered, a comprehensive reverse sensitivity covenant is essential, alongside the mitigation measures outlined above.

We are willing to remain constructively engaged in any further consultation and wish to be heard in support of this submission.

Yours faithfully

Harry and Tasha Roberts

Owners – Roberts Family Fruit Ltd

Evidence Included

- Covenant Instrument for Fishtail Block (reverse sensitivity clause)

View Instrument Details



Instrument No 12637615.2
Status Registered
Date & Time Lodged 20 December 2022 16:00
Lodged By Bonsor, Cathryn
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
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OT19A/1163	Otago
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OT19A/1164	Otago
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Annexure Schedule Contains 4 Pages.

Covenantor Certifications

I certify that I have the authority to act for the Covenantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Eugene Roud as Covenantor Representative on 19/12/2022 12:03 PM

Covenantee Certifications

I certify that I have the authority to act for the Covenantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Eugene Roud as Covenantee Representative on 19/12/2022 12:04 PM

*** End of Report ***

Form 26**Covenant Instrument to note land covenant**

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

Harry Richard Roberts, Joan Ruth Roberts and David James Gibson

Covenantee

Harry Richard Roberts, Joan Ruth Roberts and David James Gibson

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A
*required**Continue in additional Annexure Schedule, if*

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant		Lot 9 DP 27576 (RT OT19A/1163)	Lot 10 DP 27576 (RT OT19A/1164)

Covenant rights and powers (including terms, covenants and conditions)*Delete phrases in [] and insert memorandum number as required.**Continue in additional Annexure Schedule if required.*

The provisions applying to the specified covenants are those set out in:

[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017].

[Annexure Schedule 1].

Annexure Schedule 1

1. Interpretation

1.1 In this instrument:

Definitions

- (a) **Benefited Land** means the land being Lot 10 DP 27576, currently comprised in RT OT19A/1164.
 - (b) **Burdened Land** means the land being Lot 9 Deposited Plan 27576, currently comprised in RT OT19A/1163.
 - (c) **Covenantee** means the Covenantee named on the first page of this Instrument and includes its assigns and successors in title and any registered proprietor from time to time of the Benefitted Land and any agents, employees, tenants, licensees, invitees or occupiers of the Benefitted Land.
 - (d) **Covenantor** means the Covenantor named on the first page of this Instrument and includes its successors in title and any registered proprietor from time to time of the Burdened Land and any agents, employees, tenants, licensees, invitees or occupiers of the Burdened Land.
 - (e) **Instrument** means this instrument and includes the schedules and any annexures.
- 1.2 **Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- 1.3 **Persons:** references to persons include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality;
- 1.4 **Plural and Singular:** words importing the singular number include the plural and vice versa;
- 1.5 **Schedules:** the schedules to this instrument and the provisions and conditions contained in these schedules have the same effect as if set out in the body of this instrument;
- 1.6 **Sections, Clauses and Schedules:** references to sections, clauses and schedules are references to this instruments sections, clauses and schedules; and
- 1.7 **Statutes and Regulations:** references to any statutory provision include any statutory provision which amends or replaces it, and any subordinate legislation made under it.

2. COVENANTS

- 2.1 The Covenantor for itself and its successors in title to the Burdened Land (or any part of it) hereby covenants, acknowledges and agrees with the Covenantee and its successors in title to the Benefited Land or any part of it as a positive covenant for the

benefit of the registered owners from time to time of the Benefited Land, that the Covenantor will henceforth and at all times hereafter observe and perform all the stipulations and restrictions contained in the First Schedule to the end and intent that each of the stipulations and restrictions shall, in the matter and to the extent prescribed, forever be for the benefit of, and be appurtenant to, the whole of the Benefited Land and every part thereof.

- 2.2 Notwithstanding any other clause in this Instrument, any Covenantor:
- (a) who only owns a portion of the Burdened Land is bound and is liable under this Instrument only in relation to that portion of the Burdened Land that is owned by that Covenantor; and
 - (b) is only liable under this Instrument for any breach that commenced while that Covenantor was the registered owner of its Burdened Land. A Covenantor is not liable for any breach of this Instrument by any past or future registered owner or occupier of the Burdened Land (or any part of it).
- 2.3 For the purposes of this Instrument the Covenantor and Covenantee agree that (without limiting the definition of Covenantor) this Instrument binds and benefits their successors in title and also any tenants, licensees and occupiers of the Burdened Land and Benefitted Land. The Covenantor shall inform all tenants, licensees and occupiers of the Burdened Land of the terms of this Instrument and shall not grant any lease, licence, residential tenancy or other right to occupy all or any part of the Burdened Land which does not include a covenant enforceable by the Covenantee, requiring the recipient of such lease, licence, residential tenancy or other right to occupy to comply with the terms of this Instrument.
- 2.4 The Covenantor hereby covenants that it shall at all times hereafter save harmless and keep indemnified the Covenantee from all proceedings, costs, claims and demands in respect of breaches by the Covenantor (it being acknowledged that the Covenantor includes any agents, employees, tenants, licensees, invitees or occupiers of the Burdened Land) of the covenants and restrictions herein contained and implied on behalf of the Covenantor which occurred while the Covenantor was the registered proprietor of the Covenantor's Land.
- 2.5 Should the Covenantor breach any provision of this Instrument, the Covenantor acknowledges that damages may be an inadequate remedy and accordingly the Covenantee is entitled in these circumstances to equitable relief (which includes the right to seek specific performance by the Covenantor of its obligations under this Instrument or injunctive relief to restrain a breach or continuing breach of any of the provisions of this Instrument) and the Covenantor undertakes that it will not claim that the breach is one which may not or ought not be the subject of equitable relief or seek from the Covenantee any undertaking as to damages or other form of bond.
- 2.6 The Covenantor cannot terminate this Instrument, it being the intention of the parties that the rights and obligations will continue forever unless surrendered.
- 2.7 If any of the provisions of this Instrument is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will not in any way be affected or impaired.

FIRST SCHEDULE

1. Reverse Sensitivity

- 1.1 The Covenantor expressly acknowledges that the Benefitted Land may be used for farming, horticultural and/or viticulturally activities, including but not limited to: spraying, pest control, application of fertilizer, heavy vehicle movements, stock movements, presence of farm dogs, provision of shelter (natural and artificial), worker accommodation, workshops, storage of machinery, frost fighting: including by operation of wind turbines and/or other frost fighting equipment and/or methods, and all other activities generally associated with horticultural operations in the Central Otago region (the Horticultural Operations).
- 1.2 The Covenantor covenants with the Covenantee that they will not:
 - (a) nor permit, any use or activity on the Burdened Land that unreasonably restricts or interferes with the Horticultural Operations of the Benefitted Land; and
 - (b) make any objection to the use of any part of the Benefitted Land for Horticultural Operations nor object to noise arising from Horticultural Operations on the Benefitted Land.
- 1.3 Provided that clauses 1.2(a) and 1.2(b) above only apply to;
 - (a) horticultural Operations by the Covenantee which comply with the provisions of the Operative District Plan and if applicable, the conditions of any resource consent granted to the Covenantee to carry out the activity; and
 - (b) spraying activities by the Covenantee which comply with the standards set by the industry code of practice – NZS8409:2004 Management of Agrichemicals (or any subsequent amendment or successor to that standard as applies at the time of spraying).