

Comment on Draft Conditions

Ashbourne Project [FTAA-2507-1087]

Submitted under Section 70 of the Fast-track Approvals Act 2024

Name	Andrew Bonner for Station 143 Limited
Address	[REDACTED]
Email	[REDACTED]
Phone	[REDACTED]
Date	17 th March 2026

Introduction: The Question of Who Bears the Risk

This comment is submitted under section 70 of the Fast-track Approvals Act 2024 (FTAA) in response to the draft conditions released by the Expert Panel on 11 March 2026 via Minute 23. It relates solely to the proposed conditions for the residential subdivision (as amended), greenway, and solar farms.

We acknowledge the Panel’s work, including its appointment of independent technical advisors and facilitation of expert conferencing. We also acknowledge that many of the technical issues identified in this comment have been recognised by the Panel itself. However, we respectfully submit that the draft conditions, as framed, create a structural problem that warrants the Panel’s close attention: the conditions systematically transfer unresolved long-term infrastructure liability and performance risk away from the developer and onto future homeowners, neighbouring property owners, ratepayers, and the councils that will inherit the development’s infrastructure.

The nature of the risk transfer. A greenfield subdivision is, in economic terms, a one-directional transaction. The developer extracts value by converting rural land into titled residential lots, realises that value upon sale, and then exits. The infrastructure, the stormwater systems, the subsoil drains, the buffer planting, and the long-term performance of the ground itself all remain behind maintained by individual lot owners, ratepayers, or councils. If those systems do not perform as designed, the cost of remediation falls not on the developer who profited from the land conversion, but on the parties who had no hand in designing or approving them.

This dynamic is not unique to Ashbourne. But the particular characteristics of the Ashbourne site high seasonal groundwater, liquefaction susceptibility, thin aquifer layers, proximity to the Waitoa River floodplain, and the acknowledged uncertainty around whether the proposed stormwater soakage system will actually work mean that the magnitude of long-term performance risk being transferred is unusually large. The Panel’s own independent hydrogeological expert raised fundamental concerns about Basin A as recently as February 2026, and the WRC stated it was unable to provide suitable stormwater conditions without further site investigation. These are not residual uncertainties at the margins of an otherwise proven design. They are foundational questions about whether the development’s core infrastructure will function.

The conditions as drafted address these risks through a post-consent certification model, where management plans prepared by the developer’s consultants are certified by council. This is a standard approach. But in a situation where the underlying technical questions are genuinely unresolved, it means that the moment of consent when the Panel has leverage over the developer passes without those questions being answered. Once consent is granted and titles begin to issue, the developer’s commercial incentive is to minimise cost and move on. The long-

term infrastructure liability crystallises years or decades later, when subsoil drains clog, groundwater levels rise, soakage basins fail to perform, or downstream flooding worsens.

We therefore urge the Panel to use its conditions-setting power to ensure that the developer not future owners, neighbours, or ratepayers bears the cost and obligation of proving that the development's systems work before irreversible commitments are made. The specific conditions we seek are set out below.

The Panel's role in managing long-term risk through conditions. In setting conditions for a project of this scale, the Panel must ensure that those conditions provide reasonable certainty that the development can proceed without creating material adverse effects or transferring unresolved risks to councils, neighbouring landowners, or future residents. Section 83 of the FTAA requires conditions to be clear and enforceable and to be for a purpose connected to the management of effects. Section 84 empowers the Panel to impose conditions to avoid, remedy, or mitigate adverse effects, and the new section 84A confirms that the Panel may set conditions to ensure that infrastructure the project will rely on is, or can be made, adequate to support it. Where key aspects of infrastructure performance remain uncertain as the Panel's own process has established is the case at Ashbourne it is appropriate for conditions to require those matters to be demonstrated and verified before irreversible development steps, such as earthworks or the issuing of titles, occur. The conditions we seek below are directed at precisely this purpose: ensuring that the development's infrastructure is proven, not merely proposed, before the risk of failure is transferred beyond the developer's control.

Stormwater: Unresolved Design and Long-term Infrastructure Liability for Ratepayers

Concern 1: Basin A — the development's foundational stormwater question remains unanswered

The advice note to Condition 22 of Appendix A1 states that Stages 1 and 2 are subject to resolution of the drainage capacity of Stormwater Basin A. The SMP conditions acknowledge the issue by requiring cross-sections, clarification of soakage versus piped disposal, and groundwater assessment. But these are information requirements, not performance standards. They ask the developer to describe what it proposes to do, not to prove that it works.

The long-term infrastructure liability is direct. If soakage disposal is adopted for Basin A on the basis of modelling, and groundwater mounding causes the system to underperform in practice, the stormwater infrastructure will have been vested in MPDC and will be the council's and therefore ratepayers' responsibility to remediate. Retrofitting a piped reticulation system through an established residential neighbourhood is orders of magnitude more expensive and disruptive than building one before houses are constructed.

Requested conditions to ensure the developer demonstrates performance before risk transfers:

- The certified SMP for Stages 1 and 2 must demonstrate, through site-specific field investigation (not solely modelling), that soakage disposal achieves the required infiltration rates under seasonal high groundwater conditions, before earthworks commence.
- If field testing demonstrates soakage is not viable, the SMP must specify and cost a piped reticulation alternative prior to earthworks commencing.
- No section 224(c) certificates shall issue for any lot in the Basin A catchment until WRC has confirmed in writing that the stormwater system is functioning as designed. This

ensures the developer cannot transfer titled lots and with them, the long-term performance risk before the system is proven.

Concern 2: Groundwater monitoring — designing infrastructure on incomplete data

Condition 24(c) requires five groundwater monitoring sites with datalogger sensors, but sets no minimum monitoring period before the SMP can be certified. Groundwater levels on the Hauraki Plains are strongly seasonal, with winter/spring recharge periods producing materially different conditions from summer.

The risk transfer to councils and property owners is foreseeable: if the stormwater system is designed to summer/autumn groundwater levels and then encounters winter peaks that were never measured, the system will fail during exactly the storm events it is supposed to manage. The cost of that failure, flooded properties, damaged infrastructure, downstream erosion falls on homeowners, neighbours, and council.

Requested condition:

- The five monitoring sites must be installed and must collect continuous data for a minimum of 12 months, including one full winter/spring recharge period, before the SMP for any stage can be submitted for certification.
- That a further site using a disused bore at 18 Orchard Place, Highgrove be monitored to give credence to the static water levels provided to the Panel in Highgrove's original submission. At its simplest water tables do not stop at legal boundaries as suggested by Maven.

Concern 3: Downstream effects — no baseline means no accountability

The conditions require the SMP to demonstrate no adverse downstream flood or erosion effects, but do not require pre-development baseline monitoring. Without a measured baseline, it becomes practically impossible to prove that any subsequent downstream flooding or erosion is attributable to the development. This effectively insulates the developer from long-term liability for downstream harm, because the evidential burden on affected parties is insurmountable.

Requested conditions:

- The SMP must include pre-development baseline monitoring of downstream drain capacity, flow velocities, and flood levels at defined points below all stormwater outlets for a period of 12 months prior to development.
- Post-development monitoring at the same points must continue for five years, with annual reporting to WRC.
- If adverse effects are identified, the consent holder must remediate at its cost to WRC's satisfaction.

Concern 4: Subsoil drains — a critical system with no long-term financial backstop

If subsoil drains are required to make the stormwater soakage system function, they become a permanent piece of infrastructure that the entire residential area depends on. Subsoil drains in silty, high-groundwater environments are known to degrade over time through siltation and root intrusion. The conditions require a Groundwater Management Plan but do not address what happens financially if the drains fail after the developer has exited and the infrastructure has vested in council.

This is a clear case of long-term infrastructure liability without adequate financial provision: the developer installs the system that passes certification, sells the lots, and exits. Ten or fifteen years later, the drains fail, groundwater rises, soakage basins stop working, and MPDC faces a significant remediation cost funded by ratepayers who never consented to the development in the first place. The risk of this outcome is not speculative — the Panel's own expert has already questioned whether the stormwater system will function as proposed.

Requested conditions:

- The GMP must include defined trigger levels for groundwater elevation. If exceeded, the consent holder must remediate within a specified timeframe.
- The consent holder must provide a financial assurance (bond) to cover subsoil drain maintenance and remediation for not less than 10 years after vesting of stormwater infrastructure with council. The bond amount must be determined by an independent engineer and must be sufficient to cover full replacement of the subsoil drain network.

Concern 5: Catchment B stormwater conveyance — legal protection must be specific

Condition 24(b)(viii) requires a legal instrument to protect the stormwater function across HPL land in perpetuity but does not specify the instrument's form or enforceability. An unregistered agreement or a private covenant without council as a party could prove unenforceable when it matters most.

Requested condition:

- The legal instrument must be registered on the relevant certificate(s) of title as a consent notice or land covenant, enforceable by WRC and/or MPDC, in a form approved by the relevant council(s) prior to development within Catchment B.

Groundwater and Wastewater: Risk Transfer to Neighbours and Infrastructure Sequencing

Concern 6: Neighbouring water bores — no baseline means no recourse

Multiple neighbours raised concerns about effects on their private water bores. The draft conditions contain no baseline testing requirement and no monitoring or remediation obligation. This creates the same evidential problem as the downstream flooding issue: without a measured pre-development baseline, affected bore owners cannot demonstrate that the development caused the harm, and the developer faces no accountability for the impact.

For neighbouring property owners who depend on bore water for domestic supply, stock water, or irrigation, the consequences of bore failure are immediate and severe. The cost of deepening a bore, installing treatment, or connecting to an alternative supply can be tens of thousands of dollars, a cost that the affected owner should not bear when it results from a development they opposed. Without baseline data, the risk of that cost is effectively transferred from the developer to the neighbour at the moment earthworks begin.

Requested conditions:

- Prior to earthworks or dewatering, the consent holder must offer baseline water quality and yield testing of all private bores within 500m, at the consent holder's cost.

- Six-monthly monitoring of participating bores during construction and for two years post-construction.
- If a material adverse effect on bore performance is attributable to the development, the consent holder must provide an alternative supply or remediation at its cost.

Concern 7: Wastewater network — titles should not issue ahead of confirmed capacity

MPDC's evidence confirms the public wastewater network requires significant unplanned upgrades to service Ashbourne. The Private Developer Agreement governing cost allocation is not yet finalised. Without a hard gate preventing titles from issuing until network capacity is confirmed, there is a risk that titled lots are sold to purchasers before the wastewater system can service them creating pressure on council to fast-track upgrades at ratepayer expense or leaving new homeowners with properties that cannot lawfully be occupied.

Requested condition:

- No section 224(c) certificate shall issue for any stage until MPDC has confirmed in writing that the receiving wastewater network has sufficient capacity, including all required pump station upgrades and gravity main connections.

Natural Hazards and Liquefaction: Long-term Performance Risk for Future Homeowners

Concern 8: Liquefaction — a risk that follows the land, not the developer

The GEMP required by Condition 46 of Appendix A1 does not explicitly address liquefaction. The site contains saturated alluvial soils near the Waitoa River and in areas with high groundwater classic liquefaction-susceptible conditions. MPDC's geotechnical expert raised this directly, noting significant unresolved concerns about site suitability.

Liquefaction risk is the clearest example of long-term performance risk that attaches to the land rather than the developer. If lots are created on liquefaction-susceptible ground without adequate assessment or mitigation, the liability does not disappear but is inherited by every subsequent owner and their insurers. The Canterbury earthquakes demonstrated the scale of this risk: damage to residential properties on liquefaction-prone land was catastrophic, and the burden fell overwhelmingly on homeowners and insurers, not the developers who created the lots. Future purchasers of Ashbourne lots are entitled to confidence that this risk has been properly assessed before they commit to what will be the largest financial decision of their lives.

Requested conditions:

- The GEMP must include a site-specific liquefaction vulnerability assessment in accordance with MBIE guidance (Module 3, 2017 or later), covering the entire residential subdivision and greenway.
- If moderate or high susceptibility is identified, the Stage Development Plan must demonstrate that lot layout and building platforms avoid or mitigate the risk, to MPDC's satisfaction.
- The fault hazard study and liquefaction assessment must be independently peer-reviewed by a geotechnical engineer not previously engaged by any party.

- A condition requiring compliance with Policies 5 and 6 of the NPS for Natural Hazards 2025 through a comprehensive natural hazard risk assessment forming part of the GEMP.

Concern 9: Climate change — designing for the past, building for the future

A residential subdivision exists in perpetuity. Homes built at Ashbourne will still be standing in 2080 and beyond. Condition 24(b)(vii) requires flood risk modelling but does not specify whether climate change rainfall projections must be applied. Designing stormwater infrastructure to historical rainfall intensities for a development that will outlive those assumptions creates a foreseeable long-term performance risk for future homeowners and for council as the eventual owner of the stormwater network.

Requested condition:

- The flood risk assessment must incorporate climate change rainfall intensity increases in accordance with MfE guidance or WRC methodology, applied to all design storm events.

Connectivity with Highgrove: Protecting Existing Residents from Unplanned Integration

Concern 10: No explicit condition prevents future road or pathway connections through Highgrove

Highgrove is a rural-lifestyle development with no footpaths, open swale drainage, and a design character fundamentally incompatible with through-traffic from a 500-lot residential subdivision. The Highgrove submission under section 53 opposed any connection, and the applicant's own transport consultant acknowledged in November 2025 that connections through Highgrove would not be pursued.

Yet the draft conditions contain no explicit prohibition. The scheme plans may not show a connection, but the "general accordancy" formulation in Condition 1 of both Appendices A1 and A2 does not prevent future amendments. Without an explicit condition, the commitment exists only in supporting correspondence — which has no legal force after consent is granted.

The risk transfer to Highgrove owners operates on two levels. First, a future connection would fundamentally alter the character and value of their properties, converting a quiet rural-lifestyle cul-de-sac into a pedestrian and potentially vehicle thoroughfare for a large residential development — a change for which no compensation or mitigation is provided. Second, routing pedestrian traffic along a road with no footpaths and open drainage swales would create foreseeable safety risks, with potential personal injury liability attaching to Highgrove lot owners whose road frontages become de facto walkways. Both of these are risks that Highgrove owners did not accept when they purchased their properties and should not be required to bear as a consequence of a neighbouring development.

Requested conditions:

- No road, accessway, cycleway, footpath, or other pedestrian or vehicle connection shall be formed between Ashbourne and Highgrove Avenue or any Highgrove lot

- A consent notice to this effect to be registered on all Ashbourne lots sharing a boundary with Highgrove Avenue

Buffer Planting: Timing, Specification, and the Transfer of Maintenance Liability

Concern 11: Buffer planting occurs after construction, exposing neighbours to years of unscreened impact

Condition 53(c) of Appendix A1 requires buffer planting during “*the first planting season (April – September) following the completion of each construction stage.*” This means neighbours in Highgrove, Eldonwood, and surrounding properties will be exposed to the full visual, dust, noise, and privacy impacts of construction for 12–18 months or more with no screening. The buffer planting is the principal mitigation for the permanent change in character of the surrounding area. Delaying it until after the harm has been inflicted substantially reduces its effectiveness as mitigation.

From the perspective of neighbouring property owners, the loss of amenity and privacy suffered during an unscreened construction period is a tangible adverse effect. If the buffer planting is not in place when the impact begins, affected neighbours have no practical remedy — the construction stage will be completed before any planting is established, and the damage to the enjoyment of their properties during that period is irreversible. The timing of the planting condition effectively transfers this interim amenity cost from the developer (who could plant earlier) to the neighbours (who must endure the effects).

Requested conditions:

- Buffer planting on lots adjoining Highgrove, Eldonwood, and all existing rural-residential properties must be implemented prior to earthworks commencing on the adjacent stage.
- Where planting cannot coincide with commencement, it must occur during the first available planting season and temporary solid screening fencing of minimum 1.8m height must be installed and maintained until planting is established.
- The BPMP must include a staged implementation programme that prioritises boundary planting at the earliest opportunity for boundaries with existing residential neighbours.

Concern 12: No minimum specifications, and maintenance liability transfers to lot owners before planting is established

The conditions require a BPMP with planting plans and species, but specify no minimum plant sizes, densities, or performance standards. All detail is deferred to the developer’s consultant. The consent notice on Lots 378–403 (Condition 21(a), Appendix A2) transfers the perpetual maintenance obligation to individual lot owners, but does not require the developer to maintain the planting during the critical establishment period.

This creates a foreseeable gap in long-term maintenance liability. Buffer planting typically requires active maintenance, watering, weed control and replacement of failures for two to three years before it becomes self-sustaining. If the developer plants undersized stock at wide spacings, obtains section 224(c) certificates, sells the lots, and exits, the new homeowners inherit a buffer that may be failing before it has achieved any meaningful screening. The consent notice obliges them to maintain it “in perpetuity,” but they receive no guidance on what the buffer should

look like, no resources to establish it, and no recourse against the developer whose planting was inadequate. The maintenance obligation and the cost of remediation if planting fails is transferred from the party who specified the planting (the developer) to the parties who had no input into it (the lot purchasers).

Requested conditions:

- Minimum plant sizes of PB5 for shrubs and PB12 for specimen trees at the time of planting.
- Minimum planting density sufficient to achieve effective visual screening (no direct line of sight through the buffer at eye level) within three years, typically shrubs at 1.0m centres and trees at 3.0m centres, using evergreen species suited to the Waikato climate.
- The developer must maintain all buffer planting for a minimum of two years after planting (or until section 224(c) certificates issue for the relevant lots, whichever is later), including irrigation, weed control, and replacement of failures, before the maintenance obligation transfers to lot owners via consent notice.
- Quarterly inspection and annual reporting to MPDC on plant health, survival rates, and replacement planting during the establishment period.

The Certification Framework: Structural Weaknesses that Amplify Long-term Risk

Concern 13: Deemed certification — silence should not equal approval where infrastructure performance is uncertain

Multiple management plans are subject to deemed certification if the council does not respond within 20 working days. In a normal development context, this is a reasonable safeguard against regulatory delay. But at Ashbourne, where the councils' own experts have stated they cannot provide suitable conditions without further investigation, deemed certification of the SMP, GMP, or GEMP could result in technically deficient plans proceeding without scrutiny. The council would then inherit infrastructure built to a plan it never actually approved and bear the long-term infrastructure liability for any shortcomings in its design.

Requested amendment:

- The deemed certification provision must not apply to the Stormwater Management Plan, Groundwater Management Plan, Geotechnical Effects Management Plan, or Buffer Planting Management Plan. These are the plans where infrastructure performance is most uncertain and where deemed certification creates the greatest long-term risk for council, neighbours, and future residents.

Concern 14: Independent peer review — breaking the developer-consultant-certifier cycle

Under the current framework, the developer's consultant prepares the management plan, and the council certifies it. There is no independent check. Given the level of expert disagreement that has characterised this application including the Panel needing to appoint its own independent hydrogeologist because the parties' experts could not agree we submit that the certification process alone does not provide sufficient assurance that the most critical plans are technically sound.

Independent peer review is standard practice for complex engineering in other contexts (building consents for significant structures, dam safety, contaminated land remediation).

Its absence here means that the technical adequacy of plans governing millions of dollars of public infrastructure rests entirely on council officers who may lack specialist hydrogeological or geotechnical expertise, and who face the deemed certification deadline. The risk of an inadequately reviewed plan being certified and the long-term remediation cost that follows is borne entirely by council and ratepayers.

Requested condition:

- The SMP, GMP, and GEMP must each be accompanied by an independent peer review prepared by a suitably qualified expert not previously engaged by any party. The peer review must confirm technical soundness and be submitted to the relevant council alongside the management plan. The cost of peer review must be borne by the consent holder.

Conclusion

The residential subdivision is being consented on a site where fundamental questions about stormwater performance, groundwater behaviour, and natural hazard risk remain unresolved.

The conditions as drafted address these questions through management plans to be prepared after consent is granted. We do not oppose this approach in principle. But we know that the conditions, as currently framed, allow the developer to transfer unresolved risk — and the long-term cost of getting it wrong to parties who had no role in the design, future homeowners who will live with infrastructure whose performance has not been verified, neighbouring property owners whose bores may be affected and whose amenity may be diminished without recourse; and ratepayers who will fund the remediation of systems that were never independently reviewed.

The modifications we seek are targeted and proportionate. They ask the developer to prove, through field investigation and independent review, that the systems work before titles are issued. They ask for baseline monitoring so that harm can be attributed and remediated. They ask for financial assurance so that long-term maintenance is funded. And they ask for explicit conditions on matters of connectivity with Highgrove, buffer planting timing and standards that have been agreed in principle but not secured in the conditions.

None of these requests are unusual for a development of this scale and complexity. What would be unusual and, we submit, inconsistent with the Panel's obligation to set conditions that manage adverse effects is to grant consent on conditions that leave the most consequential questions to be answered after the point of no return.

We ask the Panel to incorporate the additional and amended conditions set out above into the final conditions of consent.

Andrew Bonner

for Station 143 Limited

17th March 2026