

**BEFORE THE HEARING PANEL IN TIMARU**

**IN THE MATTER** of the Resource Management Act 1991

**AND**

**IN THE MATTER** of the hearing of submissions in relation to the Proposed  
Timaru District Plan

---

**MEMORANDUM OF COUNSEL ON BEHALF OF PRIMEPORT TIMARU LIMITED  
AND TIMARU DISTRICT HOLDINGS LIMITED IN RESPONSE TO MINUTE 38**

**HEARING STREAM E  
STORMATER CHAPTER**

Dated: 4 July 2025

---

**BUDDLE FINDLAY**

Barristers and Solicitors  
Christchurch

Solicitor Acting: **Cedric Carranceja**  
Email: [cedric.carranceja@buddlefindlay.com](mailto:cedric.carranceja@buddlefindlay.com)  
Tel 64 3 371 3532 / 64 3 353 2323 PO Box 322 DX WX11135 Christchurch 8013

## MAY IT PLEASE THE HEARINGS PANEL

### 1. INTRODUCTION

1.1 This memorandum is filed on behalf of PrimePort Timaru Ltd (**PrimePort**) and Timaru District Holdings Limited (**TDHL**) in response to paragraphs [7](c) and [7](d) of Hearing Panel Minute 38 dated 24 June 2025.

1.2 The purpose of this memorandum is to confirm:

- (a) Whether PrimePort and TDHL consider that the definition of "stormwater neutrality" is still outstanding, and whether they seek that the definition be amended or deleted.
- (b) Whether Mr O'Neill was aware of the definition of "stormwater neutrality" in the Timaru Infrastructure Design Standards (**IDS**) as outlined in paragraphs 14 and 15 of Mr Willis's interim reply
- (c) Whether Mr O'Neill agrees or disagrees with Mr Willis that having different definitions of stormwater neutrality in the Timaru Proposed District Plan (**Proposed Plan**) and the IDS creates uncertainty from a technical perspective.

### 2. PRIMEPORT AND TDHL POSITION ON STORMWATER NEUTRALITY

2.1 PrimePort and TDHL consider that the definition of "stormwater neutrality" is still outstanding.

2.2 PrimePort and TDHL's position regarding the definition of "stormwater neutrality" is as follows:

- (a) PrimePort and TDHL's primary request is that the whole of the Stormwater Management Chapter (including related provisions such as the definition of "stormwater neutrality") be deleted from the Proposed Plan for reasons given in legal submissions, and the evidence of Mr Cooper, Mr O'Neill and Ms Seaton presented during Hearing E in support of this relief.<sup>1</sup>

---

<sup>1</sup> Legal submissions particularly at section 7 (downloadable [here](#)), Statement of Primary Evidence of Mr Cooper particularly at paragraphs 29 to 34 (downloadable [here](#)), Primary Evidence of Mr O'Neill (downloadable [here](#)), the Summary of Primary Evidence of Mr O'Neill (downloadable [here](#)), Statement of Primary Evidence of Ms Seaton particularly at paragraphs 48 to 50 (downloadable [here](#)), Summary Statement of Ms Seaton particularly at paragraph 4(h) (downloadable [here](#)).

- (b) In the event the Hearing Panel considers that the Stormwater Management Chapter should be retained, then PrimePort and TDHL's request is that the definition of "stormwater neutrality" is either:
- (i) modified as follows (as set out in paragraph 51 of the Statement of Primary Evidence of Kim Seaton dated 23 January 2025, for reasons given in legal submissions and the evidence of Mr O'Neill):<sup>2</sup>
- ‘means that post development stormwater runoff rates ~~and volumes~~ do not exceed the pre-development stormwater runoff rates ~~and volumes~~’.
- or;
- (ii) replaced as suggested by Mr O'Neill in light of his consideration of Minute 38, as set out in paragraph 4.4(c) below.

### **3. MR O'NEILL'S AWARENESS OF THE DEFINITION OF "STORMWATER NEUTRALITY IN THE IDS**

- 3.1 Mr O'Neill was not aware of the definition of "stormwater neutrality" in the IDS at the time of preparing his evidence for Hearing E and presenting that evidence. Mr O'Neill only became aware of that definition in the IDS upon considering the interim reply of Mr Willis following the issue of Minute 38.

### **4. WHETHER HAVING DIFFERENT DEFINITIONS OF "STORMWATER NEUTRALITY" IN THE DISTRICT PLAN AND THE IDS CREATES UNCERTAINTY FROM A TECHNICAL PERSPECTIVE**

- 4.1 Mr O'Neill agrees that having different definitions of "stormwater neutrality" in the Proposed Plan and IDS would create uncertainty from a technical perspective. Ideally, such definitions should align for consistency.
- 4.2 The definitions of "stormwater neutrality" in the Proposed Plan and IDS are worded differently. However, Mr O'Neill advises that the definitions of "stormwater neutrality" in the Proposed Plan and IDS commonly seek to include post-development runoff volume as a measure that should be

---

<sup>2</sup> Legal submissions particularly at paragraphs 7.14 and 7.16 (downloadable [here](#)), Statement of Primary Evidence of Ms Seaton particularly at paragraphs 51, 62 and 82 (downloadable [here](#)), Statement of Primary Evidence of Mr O'Neill particularly at paragraphs 14 to 31 (downloadable [here](#)).

managed to not exceed pre-development volumes (in addition to the management of stormwater rates or flows).

4.3 Accordingly, the reasons Mr O'Neill provides in his Statement of Primary Evidence as to why he disagrees with the inclusion of post-development runoff volume in the Proposed Plan definition of "stormwater neutrality" will equally apply to the IDS definition of "stormwater neutrality".<sup>3</sup>

4.4 Mr O'Neill advises that:

- (a) The alternative definition of "stormwater neutrality" proposed in the Statement of Primary Evidence Ms Seaton's evidence (as recorded at paragraph 2.2(b) above) appropriately confines the definition to the management of post-development stormwater runoff rates (or flows) to not exceed the pre-development stormwater runoff rates (or flows).
- (b) The alternative definition would be better used in both the IDS and the District Plan (in the event the Hearing Panel was minded to retain the Stormwater Management Chapter).
- (c) A second alternative definition is to change the Proposed Plan definition to match the first part of the IDS definition only (i.e. excluding the second part of the IDS definition that purports to be rigid by referring to reduction of volumes rather than flows by stating "*post development stormwater runoff volumes generated on the site do not exceed the pre-development stormwater volumes off the site*"). The first part of the IDS definition, which uses "and/or" terminology with respect to volumes that can allow for pragmatism in different situations, states:

"Management of stormwater runoff from the site during one or more specific rainfall events to restrict post-development peak flows and/or volumes to pre-development flows and/or volumes."

**DATED** 4 July 2025



**C O Carranceja**

**Counsel for PrimePort Timaru Ltd and Timaru District Holdings Limited**

---

<sup>3</sup> Statement of Primary Evidence of Mr O'Neill particularly at paragraphs 14 to 31 (downloadable [here](#)).