

Before the Independent Commissioner  
Appointed by Selwyn District Council

Under	the Resource Management Act 1991
In the matter of	a hearing on submissions to the Partially Operative Selwyn District Plan, Variation 2: Levi Road rezoning
	<b>Foodstuffs (South Island) Properties Limited</b>
	Applicant

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Joint Witness Statement – Planning

9 July 2025

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## May it please the Commissioner

- 1 This joint witness statement relates to expert planning conferencing on proposed Policy LFRZ-P4 in response to the Commissioner's directions in Minute 7 dated 9 July 2025.
- 2 The conferencing between Craig Friedel for the Selwyn District Council and Mark Allan for Foodstuffs (South Island) Properties Limited took place on 9 July 2025 via email communication.

## Code of Conduct

- 3 In preparing this statement the experts have read and understood the Code of Conduct for Expert Witnesses included in the 2023 Environment Court Practice Note and agree to comply with it.

## Agenda

- 4 The matter discussed was the use and intent of the word "adjacent" in relation to residentially zoned land in proposed Policy LFRZ-P4.

## Matters agreed

- 5 Proposed Policy LFRZ-P4 (Policy) reads:

*Manage built form and layout within PREC13 Lincoln Rolleston Road Large Format Retail Precinct to maintain compatibility with the amenity of adjacent residentially zoned land.*

- 6 Mr Allan confirms that the intention of the word "adjacent" in the drafting of the Policy was to acknowledge the residentially zoned land on the opposite side of Levi Road and Lincoln Rolleston Road, not just the residentially zoned land at 139 Levi Road which shares a common boundary with the Variation 2 Site. This was on the understanding that the term "adjacent" can refer to something being near or close (but not necessarily touching), whereas the term "adjoining" refers to things being in contact or connected<sup>1</sup>. In this context, "adjacent" residentially zoned land would include those properties to the east (139 Levi Road), north (along Levi Road) and west (along Lincoln Rolleston Road) of the Site.

- 7 Mr Allan and Mr Friedel agree that this is, and should be, the intention of the Policy.

- 8 The Partially Operative Selwyn District Plan (POSDP) defines "adjoining" as (**emphasis** added):

*Includes any land which is physically attached **or separated only by a road**, railway, accessway, easement, water race or drain, or a river.*

- 9 It is agreed that the POSDP definition of "adjoining" serves the same purpose as intended in the original drafting of the Policy, for the reasons outlined in paragraph 6.

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<sup>1</sup> [www.collinsdictionary.com/dictionary/english/adjacent](http://www.collinsdictionary.com/dictionary/english/adjacent) and [www.collinsdictionary.com/dictionary/english/adjoining](http://www.collinsdictionary.com/dictionary/english/adjoining)

- 10 Given “adjoining” is already defined in the POSDP as including land separated by a road, and “adjacent” is not defined, it is agreed that it is appropriate to replace “adjacent” with “adjoining” in the Policy, such that it reads:

*Manage built form and layout within PREC13 Lincoln Rolleston Road Large Format Retail Precinct to maintain compatibility with the amenity of adjoining residentially zoned land.*

- 11 It is agreed that this change will also achieve consistency with those matters of discretion that also refer to “adjoining” land, e.g. CMUZ-MAT3 Urban Design clause 1. h. and CMUZ-MAT6 Setbacks clause 5.

- 12 In considering this matter, we noted that “adjacent” is also used in proposed CMUZ-MAT3.3. b in the context of neighbouring residential land. To maintain consistency with the recommended amendment to the Policy, we would support replacing “adjacent” with “adjoining” in proposed CMUZ-MAT3.3. b., such that it reads:

*Includes a façade design that utilises varied materials and building modulation and applies appropriate extents and levels of corporate colour palettes to integrate the building into the adjoining residential environments.*

- 13 Given the abovementioned changes achieve the same intent as the Policy and CMUZ-MAT3.3. b. as notified, and if the Commissioner is of a mind to adopt the changes, Mr Allan and Mr Friedel agree that it could either be treated as being within the jurisdictional scope of clause 10, Schedule 1 RMA<sup>2</sup>, or as inconsequential changes of minor effect under clause 16, Schedule 1 RMA.

**Matters not agreed**

There are no matters in disagreement.

Dated this 9<sup>th</sup> day of July 2025



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Craig Friedel

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<sup>2</sup> Submissions raised matters relating to urban form, visual effects and compatibility with the character and amenity of the area

A stylized, handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the end.

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Mark Allan