

**Before the New Plymouth District Council**

**Independent Hearings Commissioners**

**IN THE MATTER** of the Resource Management Act 1991 (“Act”)

**AND**

**IN THE MATTER** Resource consent application by the New Plymouth Pistol Club Inc for a land use resource consent for the use of a firearms range and associated facilities within the General Industrial Zone on the existing site at 228 De Havilland Drive & 1206 Devon Road (LUC24-48583)

---

**CLOSING SUBMISSIONS FOR THE  
NEW PLYMOUTH PISTOL CLUB INC**

Dated: 18 June 2026

---

---

**Counsel for New Plymouth Pistol Club:**



Sarah Ongley  
P O Box 206  
NEW PLYMOUTH 4340  
P: 0274 467 917  
Email: [sarah@ongley.co.nz](mailto:sarah@ongley.co.nz)

## **MAY IT PLEASE THE COMMISSIONERS**

1. The New Plymouth Pistol Club (**Club**) proposes a set of consent conditions that comprehensively address concerns raised at the hearing. These conditions draw upon the Joint Witness Statement Planning completed 4 June 2026 (**Planning JWS**) and include an updated plan-set to provide an additional planting area adjacent to the site entrance which Mr Robinson recommended in conferencing.
2. The conditions filed alongside this reply are in two versions:
  - 2.1. Clean set of proposed consent conditions.
  - 2.2. Track changed version so that the condition numbers can be cross-referenced to the Planning JWS.
3. Also filed with this reply is a Supplementary Statement of Evidence of Dr Trevathan that responds to a narrow issue raised by Mr Ellerton on 25 May 2026 - not raised in Mr Ellerton's original evidence or conferencing - regarding the possibility of the inclusion of the term "R" in the formula for CNR.
4. It is submitted consent should be granted on the basis of the updated conditions. New elements in the conditions are:
  - 4.1. Clarification on which activities are sought to be consented retrospectively (the applicant is not seeking consent for any soil contamination that has occurred since 1983).
  - 4.2. Bringing remediation forward for the bund at Range 1 – this, together with stormwater treatment system now proposed, necessitates an extra year to complete acoustic mitigation works (now within 6 years of the date of the Consent not 5 years). Responding to concerns of Puketapu Hapū, at Year 1 the Range 1 bund will be removed. Condition 48 would provide riparian planting to be established in the first planting system following these bund removal works. (The container wall or sheet piling acoustic mitigation will not be erected on Range 1 until Years 4-5.)
  - 4.3. Responding to the original Officers Reports, the periods of 'low noise' are fixed. Periods of low noise would be noon-3pm Monday to Friday and 5-7pm on Saturdays (noting, in winter the Club closes at 5pm). On days where Police or

AOS have booked the site, periods would be 3-6pm in summer and 2-5pm in winter (Police use of the Club being on weekdays) (refer condition 25). Periods of low noise during Police/AOS use have been able to be confirmed following a meeting held between the Club and the Police on 2 June 2026.

- 4.4. Stating a maximum number of Police bookings per year – 52 days (proposed condition 30)<sup>1</sup>, which includes ‘lowlight training’ days of up to 12 per year (proposed condition 24). These bookings would be required to be notified at least 10 days in advance - except in the case of urgent incident investigations (the Police have advised this is more appropriately referred to as the ‘Police Reintegration Programme’). Because the CNR 90 would apply to Police bookings, the number ‘52 days’ simply links to the days in which the ‘quiet period’ moves. The number of days for ‘low light’ training is also specified (condition 24).
- 4.5. After an ‘interim period’, during which limitations would apply (condition 15), for anything other than .22 rimfire use Range 1 will be used for no more than 2 days per calendar month (condition 18).
- 4.6. Condition 24 provides the restriction on hours of shooting:
- a) in summer no shooting after 7pm - other than on Thursday (9pm) and Sunday (a more restrictive closing time of 5pm);
  - b) In winter no shooting after rafter 5pm - other than on Thursday (8pm).  
(The 12 annual exceptions for Police ‘low light’ training must take place before 9pm).
- 4.7. The two times per year where the CNR may be exceeded (3-day events) would be required to be notified at least one month in advance (condition 28). The Club now accepts a 3-day respite period provided it can occur either before *or* after such events (condition 29) – as before the event competitors will sometimes need to sight firearms. The consent holder will nominate which option (i.e. ‘before or after’), one month in advance. Mr Robinson and Ms Williams appear concerned that these are Police events<sup>2</sup> - the Club confirms these are not intended to be Police events (Police events are to comply with the CNR 90). To provide comfort, the Club has no problem with including the words suggested by Mr Robinson

---

<sup>1</sup> 3 day bookings once per month (36 days) plus AOS day up to once a month (12 days) plus additional 4 days to manage ‘Reinstration programme’ or miscellaneous needs (Mr Edwards comments on JWS (Planning) condition 29)

<sup>2</sup> Planning JWS commentary on condition 28.

and Ms Williams in condition 29: “[f]or the avoidance of doubt, this restriction applies to all Police and AOS use”.

4.8. Condition 27 adds that 2-day events will also be notified to the occupiers of 1222 Devon Road at least one month in advance (as these events provide exceptions to the ‘low noise’ periods.)

4.9. Condition 38 provides for a total number of shots per day across all outdoor ranges. The Club confirms that the noise logger (meter) is capable of providing a real time counter of recorded shots and, as suggested by Mr Robinson, the Club proposes a condition requirement that an on-site warning be triggered notifying Club members when this number is approached, at the counter (condition 41), as well as notification to the Noise Management Officer who is responsible for ensuring the limits are not exceeded (condition 42). For AOS use, up to one day per calendar month, the total number of shots fired on that day (generally weekdays) will not exceed 3,500 shots (higher than usual for weekdays). Following discussions with the Police and its noise expert, the Club confirms this number of shots can achieve the CNR 90 (based on advice from the head of the Taranaki AOS as to proportion of suppressed firearms versus Glocks used). The noise logger will check that in real time and send the required warning as per conditions 41 and 42.

4.10. No shooting on ANZAC day, Good Friday and Xmas eve/Xmas day and Boxing day.

5. Elements of the conditions that have been added since the Planning JWS, or in which there was no agreement in the JWS, include:

5.1. Condition 4 – adding a minimum period of days in which Hapū is invited to feedback on draft management plans, after which the consent holder may proceed to submit the management plan for certification (15 working days).

5.2. Condition 6 – provision for an independent person to resolve matters in dispute when a management plan is not certified by Council, following Council withholding certification on a plan already revised after Council 'rejection'.

5.3. Condition 39 – it is not necessary to record the number of rounds and type of firearm used by each and every Club member as suggested by Mr Robinson. This has no effects-management rationale because compliance is achieved on a cumulative basis. This would create an unnecessary burden and potentially infringe on Club members' privacy.

5.4. Condition 71 Review – as per Mr Edwards’ opinion, the Club considers ability of Council to review conditions of consent annually to be sufficient. Mr Robinson has suggested a review at any time for Council to act “*at pace*” to address any non-compliance, unintended or unforeseen impacts, noting “*potentially high magnitude of effects*”. If Mr Robinson is referring to ricochets leaving the ranges, as discussed further below that would be a non-compliance (with Range Standing Orders). In addition Council holds enforcement powers for acting ‘at pace’ - including cancelling a consent under section 314(1)(e) where inaccurate information has been provided by an applicant. The Police also have powers under the Arms Act 1983 Part 6 (including cancellation of Range certificates where “*any activity of the shooting club has raised any reasonable concern about the safety of its members or the public*”).

5.5. Advice Note (a) (lapse period) - in the Planning JWS Mr Robinson suggested that the lapse date needs to be clearly stated as being 6 years from the date of approval. Mr Edwards wishes to note a lapse date does not need to be the same as completion date. (Condition 22 states all acoustic mitigation works must be completed within 6 years of the date of grant of this consent.) However as Council prefers the lapse period to align with the timeframe for completion of acoustic mitigation works, that is accepted.

6. Particular matters upon which there remains disagreement with Puketapu Hapū, are discussed further below.

### **Mitigations and effects**

7. As stated in opening, the Club’s application is put forward on the basis of the CNR 90 and a range of mitigations to be implemented in a staged manner. A maximum number of rounds is also proposed in the conditions.
8. Mr Ellerton accepted Dr Trevathan’s modelling of the effect of the mitigations on predicted noise levels. Mr Ellerton said he was comfortable with a CNR 90 as a compliance metric at the notional boundary of future dwellings in the Future Urban

Zone (FUZ).<sup>3</sup> Mr Ellerton's remaining concerns appear to revolve around compliance (discussed below), periods of respite, and Police use.<sup>4</sup> These concerns were expressed by him prior to completion of the Planning JWS. Some of those concerns have been addressed by the updated set of conditions.

9. In his Reply, Mr Ellerton recommended an "R" in the formula, to relate to the number of rounds per burst. Dr Trevathan confirms in the attached Supplementary Statement:
  - 9.1. 'Burst fire' is not a feature of the Club.
  - 9.2. If R is introduced, the definition of N would need change, and the net result is more complexity, for the same outcome.
10. In relation to Mr Ellerton and Mr Robinson's concerns about the number of exceptions to the CNR 90 :
  - 10.1. There have always been only two exceptions to the CNR 90 – the two 3 day events per year.
  - 10.2. The four 2 day events are not an exception to the CNR 90. Specifying these events became necessary after the Club offered fixed 'low noise periods' in the conditions (responding to Officers Reports that these were unspecified and relegated to a management plan).
  - 10.3. These four events are only exceptions to the low noise periods (not the CNR).
  - 10.4. There is therefore no 'claw back' of the original mitigation offered.
11. Mr Ellerton considers the low noise periods to be rendered redundant because:
  - 11.1. they did not cover Police/AOS activities and
  - 11.2. 2 & 3-day events in total capture 14 days.<sup>5</sup>
12. As stated above, 'quiet periods' are now proposed for Police/AOS use. An exception of 14 days in a year does not make the low noise periods "redundant".

---

<sup>3</sup> Joint Witness Statement (Noise Experts) 18 May 2026 Question 1 "Is CNR an appropriate compliance metric for shooting noise at the notional boundary of the dwellings at 1222 Devon Road? If yes, will CNR 90 (as proposed) result in an acceptable level of amenity at those dwellings? If not, identify the alternative metric(s) and/or limit(s), and explain why". Ellerton: "CNR 90 is appropriate at notional boundary of 1222 Devon Rd and FUZ."

<sup>4</sup> Mr Ellerton Statement 25 May 2026.

<sup>5</sup> Mr Ellerton Statement 25 May 2026 at [22].

## Mr Phillips

13. The Club has acknowledged that, without mitigations proposed, the current noise levels at Mr Phillips primary and secondary dwellings, are not acceptable. That is why the Club has proposed a substantial, specific, staged mitigation plan.
14. Mr Phillips is home every day (retired). He has provided evidence that the Club intensified its operations after 2019, saying that when he purchased his property, shooting was predictable – Wednesday morning, Thursday evenings and Sundays and shooting rarely occurred on Saturdays. Since then, Mr Phillips says shooting has occurred almost every day of the week over an extended period of time. The Club cannot understand what this perception is based upon, because it did not increase intensity since 2019 - the COVID shut-downs as well as the removal of the pine trees may have caused this perception.
15. Mr Phillips was somewhat uncertain as to exactly when he (and his tenant) wanted 'quiet periods'. It is submitted Mr Edwards has addressed this matter in his evidence, and in the final conditions proposed, to achieve a proposal that is reasonable. Sundays remain the Club's main competition day. The Club feels that is 'non-negotiable' (if the Club is to remain viable). With the extensive mitigations offered, there will be an appropriate level of respite.
16. With the CNR 90, Dr Trevathan said (orally) he did not consider respite periods beyond those offered in the conditions are necessary.
17. Importantly, Mr Phillips said he accepts some shooting activities at the Club, so he is not seeking the Club be 'shut down', and some of his concerns appear directed at whether Council will monitor and enforce the consent if granted.
18. Regarding Mr Ellerton's suggestion (in his reply) that the Club consider mitigation options at Mr Phillips' property including "*physical*", since earlier discussions with Mr Phillips some of which are in evidence,<sup>6</sup> the Club has turned its resources to extensive physical mitigations at the site itself.

---

<sup>6</sup> This includes an offer to purchase Mr Phillips' property, as referred to by Mr Phillips.

## FUZ

19. As stated above, Mr Ellerton stated he is comfortable with a CNR 90 as a compliance metric at the notional boundary of future dwellings in the FUZ. The Pistol Club relies on that evidence to submit that granting consent will not prejudice urban growth in this area.
20. Water contaminant issues (the Mangoraka Stream tributary inflows to the FUZ) are, too remote a concern in this respect, for this land use consent.
21. The Commissioners queried with Mr Robinson the 'interface' provisions of the Part Operative District Plan (**PODP**), including:
  - 21.1. Policy NOISE-P3 - refers to the noise effects being of a type, scale and level appropriate for an activity's location (here, located in the General Industrial Zone); and
  - 21.2. GIZ-P8 on its face only applying to "*industrial activities*" (requiring industrial activities at zone interface to minimise adverse effects on sites within those zones including adequate separation of setbacks to limit noise and "*adequately managing conflict with existing activities*").
22. Mr Robinson stated he did not consider under s104D to be limited so as to preclude FUZ and Rural Production Zone objectives and policies. That is agreed. But the relationship between objectives and policies is important.<sup>7</sup>
23. Mr Robinson appeared to say that NOISE-P3 should be applied widely, the Noise Chapter not controlling noise from firearms such that a bespoke approach is warranted. He agreed with Mr Edwards' evidence, stating in answer to questions that, in the range of sport and recreation activities, a Pistol Club may be less subject to reverse sensitivity effects than other such pursuits (sport and recreational activity not being listed as appropriate in the zone).

---

<sup>7</sup> *Royal Forest and Bird Protection Society of New Zealand Inc v New Zealand Transport Agency* [2024] NZSC 26; *Port Otago Limited v Environmental Defence Society Incorporated* [2023] NZSC 112.

24. Mr Robinson commented that in the General Industrial zone (GIZ) there is no 'avoid' policy and it comes back to a case-by-case analysis of effects. This accords with Mr Edwards evidence that this case turns primarily on evidence as to noise effects. But it is submitted Mr Robinson places too great an emphasis on objectives and policies from other zones (in his reply evidence, reiterating the provenance of the FUZ objectives and policies). This is an application for an activity that is not *in* the FUZ, and is not *in* the Rural Production zone.

### **Puketapu and Contaminated Site Management**

25. As well as effects on the FUZ, Puketapu raised concerns regarding the health of the Mangoraka Stream, as well as effects (noise and water quality) on the FUZ.

26. The Pistol Club accepts that there are potential contamination pathways to the tributary of the Mangoraka Stream. As stated in opening, the contamination is a legacy issue. Ms Williams referred to there being substantial proposed (construction) works across the site. The Club proposes those to be managed by an extensive set of conditions including additional conditions to mitigate the potential effects of disturbance of *in situ* contamination (this includes stormwater controls). As noted above, the Club also proposes bringing forward Range 1 bund works.

27. Mr Bolger's evidence was that a Site Validation Report (**SVR**) would be required should there be remediation of the whole site - whereas the remediation of the whole site is not proposed, rather the focus is Range 1. Mr Bolger confirmed that the level of contamination does not require (full) remediation if the existing site use as a Pistol Club continues. Condition 61 now provides for validation testing in sub-condition (c) rather than a full SVR (an SVR only applicable when remediation of a site is to occur).

28. Ms Shepherd was asked whether groundwater monitoring wells should be implemented between bunds and the tributary and stated that potentially this would provide another line of evidence and was a 'nice to have', costing in the region of \$10,000.00 per well. This cost may be an underestimate. While it would be a 'nice to have', the Club is not in a position to offer such monitoring on an *Augier* basis.

29. To clarify, the Club does not consider it is responsible for remediation of the site in the context of this consent application. Mr Edwards gave evidence that contamination issues are the subject of a lease that is currently being negotiated with Te Kotahitanga o Te Atiawa (TKTO) as landlord (Puketapu Hapū's submissions at this hearing, are kept separate to the position of its umbrella iwi in the context on property matters).

30. It is not known what due diligence or other negotiations took place in the Treaty settlement context, before the site was transferred to Te Atiawa iwi by the Crown. As stated in opening, what is relevant here is whether the effects of the Pistol Club's continued activities will exacerbate site contamination. The answer to that question is 'no':

30.1. An engineered stormwater system is now proposed.

30.2. The Ongoing Site Management Plan (**OSMP**) would control management of relocated contaminated soil in accordance with the Ministry for Environment Contaminated Land Management Guidelines No.1 – Reporting on Contaminated Sites in New Zealand

30.3. The OSMP will also include *lead management measures* (condition 58).

31. Responses to the conditions that Ms Williams' suggests in the Planning JWS, are as follows:

31.1. Condition 13: Ms Williams is recorded as suggesting "*Puketapu Hapu shall be resourced by the consent holder to provide cultural monitors. Puketapu Hapu shall be notified 14 days prior to works commencing. Puketapu Hapu shall be present during all earthworks, bund disturbance, excavation and soil handling activities*". While 14 days notification in this condition is agreed, the Club would discuss resourcing at the appropriate time and would pay a reasonable hourly rate - but as noted by Mr Robinson, compelling resourcing of monitoring *via* a condition (at an unknown rate) is not appropriate.<sup>8</sup> (Particularly where the Site is not within the 50m buffer zone of the adjacent Site of Significance to Māori.)

---

<sup>8</sup> Mr Robinson Comment at Condition 12 in JWS (Planning).

31.2. Ms Williams proposed a new condition whereby the consent holder would be required to engage Puketapu to undertake an annual Cultural Health index assessment and cultural monitoring of the tributary and receiving environments for the duration of consent (recorded in the Planning JWS under condition 61). The Club considers this requirement to be inappropriate as this is not a consent application to discharge contaminants to water. Under s108AA(1)(b), a condition must be:

*... directly connected to 1 or both of the following:*

- (i) an adverse effect of the activity on the environment:*
- (ii) an applicable district or regional rule, or a national environmental standard ...*

Effects of the activity at issue, are to be addressed – including by a Surface Water and Sediment Monitoring Plan to ensure potential adverse effects on surface water and the tributary arising from soil disturbance activity are appropriately avoided, remedied or mitigated.

31.3. While the Club has offered an engineered stormwater treatment system to treat stormwater runoff (condition 67), the Planning JWS records a level of disagreement as to the aim to reduce concentrations of heavy metals from this system to achieve compliance with ANZG 95% freshwater protection values (condition 68). Ms Shepherd appears to support this condition (Mr Robinson noting her comments in the JWS) but Ms Williams seeks compliance at “*the point of discharge*” rather than compliance being managed by corrective actions (under condition 65). It is not clear what Ms Williams' amendment would actually achieve in practice and it is generally the case, that 'amber' lights are contained in stormwater monitoring (not 'red' lights which appears to be what is sought).

31.4. In the Planning JWS, Ms Williams suggests further matters be included in the Review condition 71 (regarding potential reviews where degradation of freshwater values occurs etc). The Club submits these are regional council functions i.e. inappropriate within a review condition on a land use consent. (While current National-Coalition Government proposals may 'combine' the functions of territorial and regional authorities, transition to the framework is some way off).

31.5. None of the above submissions should indicate that the Club is not absolutely committed to working with Puketapu Hapū going forward. In this forum, the Club is committed to working with Puketapu Hapū on matters related to, and within the scope of, the activity sought to be consented.

## **Compliance**

32. Mr Robinson considers:

*"... the conditions, viewed as a whole, to be overly complex and insufficient to address the substantive issues raised during the hearing."*

33. Mr Ellerton responded that he held a 'strongly held concern' as to how the CNR will be implemented on a day-to-day basis and compliance is "complex". Mr Ellerton states:<sup>9</sup>

*"I am not satisfied the proposed conditions, and how they will be implemented is sufficient to ensure the agreed noise limit can and will be complied with at all times."*

34. While not wishing to repeat the caselaw cited in opening submissions, consent should not be declined due to a suspicion (or mistrust) that the Club will fail to comply with consent conditions. Based on the evidence, there is no question that it is not *feasible* to comply (in response to Mr Phillips, this question does not require the Club to open its financial statements).

35. The Club does not accept the conditions are overly complex or unable to be understood/implemented by an enforcement officer. Noise compliance will be monitored in real time *via* the noise logger, which record the number of rounds fired and the CNR 90, *and* be a basis for establishing compliance with operational hours and quiet periods.

36. Condition 17 states that if at any time the consent holder cannot demonstrate compliance with the CNR 90, operational restrictions apply.

---

<sup>9</sup> Mr Ellerton Statement 25 May 2026 at [17].

37. The Officers' broad conclusory statements around compliance are not grounded in any specific issues. Specific issues are:

37.1. There will be a continuous logger at a point representative of the receiving environment as a positive means of checking compliance - a 'live' tool.<sup>10</sup>

37.2. The Club applies control over its members *and* any non-members when they attend the Club (Mr O'Sullivan's evidence was that persons cannot simply 'walk in' to the Club and shoot firearms).

37.3. Police activity occurs according to the Pistol Club's requirements (it is noted there is a contractual agreement with the Police). While the Police activity is undertaken without a Club Range Officer being present, the noise logger will still be operational and, as noted, calculates the CNR 90 and number of shots on a live basis.

38. Mr Ellerton says the conditions will be "implemented" by ~150 people + Police.<sup>11</sup> This consent is no different to a developer that needs to manage a number of staff and subcontractors - there is one point of compliance – the Club.

39. The proposal is, that guns will be certified by the Club as "low" or "other" noise. In the Planning JWS Mr Robinson disagrees with this condition 26, referring to [13] - [15] of his 25 May Statement, raising concerns about the practical management of those periods (rather than the periods themselves). This states:<sup>12</sup>

- *The practicality of a mechanism that relies on club members knowing whether the firearm being used is on the low- or no-noise list; and*
- *The lack of clarity as to the immediate consequences if the mechanism is ignored by a club member.*

40. In response, there comes a point at which the Noise Management Plan does retain a function- not all matters should be brought forward into conditions. Condition 44

---

<sup>10</sup> Mr Ellerton Statement 25 May 2026 at [10] "*Agreed that a permanent noise logger (location to be confirmed) is a positive method of checking retrospective compliance, and I take Dr T's word that it can be used as a proactive 'live CNR' tool in some meaningful form.*"

<sup>11</sup> Mr Ellerton Statement 25 May 2026 at [13]. See also at [33] "*This application is somewhat unique in that the Club has ~150 members, as well as casual visitors, who must all be able to understand and implement the NMP in real terms.*"

<sup>12</sup> Mr Robinson Statement of 26 May at [15]

contains a list of matters the NMP must contain and this includes processes to ensure that those who discharge firearms on the site, are familiar with, and abide by, procedures. Council will have the role to certify this plan.

41. There is nothing unusual about the conditions that makes them difficult to monitor. Quite the opposite is true if one accepts that the noise logger is a live compliance tool.

### **Ricochets**

42. Mr Robinson raised concern as to ricochets<sup>13</sup> (assumed to be meaning ricochets beyond the 'no danger' area) and suggested a review condition to address this issue.<sup>14</sup> As discussed above, such review condition is now included in the proposed conditions.

43. Mr Phillips has raised a concern about the maintenance of steel targets, tabling a paper "*Bullets Ricochet More Often Than You Might Think*" (this publication does not solely relate to competition shooting alone but covers hunting).<sup>15</sup> Mr Phillips requests independent inspection, certification, maintenance tracking, and replacement protocols for steel targets. This is a matter that is the subject of other legislation. Condition 1 will require that Range Standing Orders under the Arms Act 1983 (or subsequent equivalent legislation) to be part of the bundle of matters to be followed.

### **Interim period**

44. The Club proposes limited activity from commencement of consent, until the relevant stages of mitigation works for each range, or temporary measures, achieve certain LZpeak noise levels at the boundary of the second dwelling at 1222 Devon Road (conditions 15 and 16) and the CNR can be achieved (demonstrated through an attended noise campaign). Temporary mitigation measures are a practical way to enable the 83 and 81 dB LZpeak for Range 1 and Ranges 2-8 to be met, and are particularly important for the interim time period in which the Club Building is being

---

<sup>13</sup> The term ricochet describes a projectile that has rebounded off a surface.

<sup>14</sup> Mr Robinson Statement 26 May 2026 at [8].

<sup>15</sup>

completed, during which time temporary mitigation measures may be necessary in order for the Club to stay open. Condition 19 would still require the Club to progressively implement the mitigation works in general accordance with the Staging Plans. Restrictions may be 'lifted' on a range-by-range basis as per proposed condition 16.

45. Mr Robinson agrees it appropriate that should consent be granted the Club has some ability to use the facility from commencement date (Planning JWS comment on Condition 14) however like Mr Ellerton he questions whether consent can be commenced before the NMP is certified by Council.<sup>16</sup> This could mean shutting the Club from the date of the Panel's decision. This is not necessary because, unlike the original set of conditions proposed by the Club, the current conditions now require a number of NMP matters to be contained within the consent conditions themselves. In addition condition 15 provides interim limitations (except on Range 8) limiting shooting to .22's (and only using Range 1 once per calendar month).

46. Dr Trevathan said (orally) that ordering the permanent noise logger takes approximately 4 weeks (taking into account delivery from overseas) and in the meantime temporary equipment can be used should consent be granted. This will be required to be installed prior to the consent commencing (condition 33).

### **Caselaw**

47. The caselaw cited in Table B1 Planning JWS "Comparison of Caselaw", are in different factual situations. The Panel is referred to Dr Trevathan's primary evidence, that responds to this matter. Background noise levels must be considered. Conditions from other cases should not be picked up and transposed upon another gun or pistol club.

DATED this 18<sup>th</sup> day of June 2026



S J Ongley, Counsel for the New Plymouth Pistol Club

---

<sup>16</sup> Ellerton 25 May 2026 Statement at [33].