[redacted]

29 September 2026

The Expert Panel, Hunua Quarry Development
c/- Environmental Protection Authority
By email: substantive@fasttrack.govt.nz
Private Bag 63002, Waterloo Quay, Wellington 6140

Re: Comments on the draft conditions of consent, Hunua Quarry Development (FTAA-2603-1185), section 70, Fast-track Approvals Act 2024

We are the owners and occupiers of [redacted] one of the properties identified in Condition [redacted] as experiencing moderate-high adverse visual effects. We provided comments under section 53 on 11 August 2026, and we provide these comments on the draft conditions in accordance with Minute 10 and the invitation of 22 September 2026.

In accordance with paragraph [5] of Minute 10, these comments are confined to the draft conditions. We make no substantive comment on the draft decision. Two of the five items below are drafting or internal consistency matters of the kind the Panel invited us to note.

Acknowledgement

Before turning to our comments, we record that the draft conditions address most of what we raised in August, and we are grateful for the care taken. In particular, our property is now named in Condition [redacted] rather than only in the Landscape Effects Assessment; the maintenance period in Condition 147 has been extended with a survival standard attached; Condition 144 no longer treats 5 metres as a fixed limit; Condition 145(b) requires heights and densities to be specified; Condition 148 adopts an evergreen preference expressly for winter screening together with local eco-sourcing; and Conditions 152 to 157 provide for temporary revegetation of areas that will sit inactive.

Our comments below are therefore narrow. Each is directed at making a condition the Panel has already settled work as we understand it was intended to.

Comments on the draft conditions

Set out in tabulated form, with preferred drafting and brief reasons, as requested by paragraph [5] of Minute 10. Proposed insertions are shown in italics.

Condition	Our preferred drafting	Reason
147 and Advice Note 149A	Amend Advice Note 149A by replacing the words "after 12 months" with "after the maintenance period required by Condition 147", so that it reads: *"149A: Maintenance of mitigation planting after the maintenance period required by*	Condition 147 requires the Consent Holder to maintain the planting for 24 months. Advice Note 149A states that maintenance becomes the landowner's responsibility after 12 months. The two cannot both operate, and as drafted the advice note undoes half of the condition.

Condition	Our preferred drafting	Reason
	Condition 147 (unless the minimum survival rate has not been achieved) is the responsibility of the landowner, unless an alternative arrangement is mutually agreed in writing between the Consent Holder and the landowner."	At paragraph 331(g) of the draft decision the Panel records that it increased the maintenance period in Condition 147 deliberately, "given the importance of the planting". The 12 month figure in the advice note appears to be a carry-over from the Applicant's earlier proposal (draft decision, paragraph 319(f)(vi)). Cross-referencing the condition rather than restating a figure also prevents the same conflict arising again if Condition 147 is further amended.
147 and 149	In Condition 147, replace "for 24 months after establishment" with: *"for 24 months following completion of the planting required by Condition 146"* In Condition 149, replace "at the end of the establishment period" with: *"at the end of the maintenance period required by Condition 147"*	Neither "establishment" nor "establishment period" is defined in the conditions or in the definitions table. As drafted it is unclear whether the 24 months in Condition 147 runs from completion of planting or from some later point at which the planting is regarded as established, and the certification required by Condition 149 has no fixed date at all. Tying both to completion of the planting under Condition 146 gives the obligation a certain start and end and makes it monitorable by the Council. No change of substance is intended.
145(a)	Amend Condition 145(a) to read: *"(a) confirm the nature and extent of adverse visual effects on the dwelling and curtilage, assessed from the principal internal living areas and the principal outdoor living space of the dwelling, and taking into account seasonal variation in the screening provided by existing vegetation; and"*	Condition 145(a) does not state the vantage point from which the effects are to be confirmed, so an assessment taken at the property boundary or the road frontage would satisfy it. Where a dwelling sits materially above the road, as ours does, those vantage points give different answers, and the planting would then be designed to a sightline the occupants do not use. The Applicant's landscape experts accepted that the visual simulation was a representative western viewpoint rather than the view from our property, and that an elevated dwelling may see more (draft decision, paragraph 319(f)(i) and (ii)). The seasonal wording aligns 145(a) with the evergreen preference the Panel has adopted in Condition 148, which exists precisely because existing screening in this receiving environment is substantially deciduous. The Applicant's experts accepted that deciduous trees provide only limited screening in winter (paragraph 319(f)).
Heading before 152, and 152	Amend the heading preceding Condition 152 to read: *"Temporary revegetation of inactive disturbed areas"*	In Minute 6 [6](d)(ii) the Panel asked whether temporary planting to soften local visual effects during the years between reworking was practicable and would meaningfully reduce effects for neighbouring dwellings, and recorded

Condition	Our preferred drafting	Reason
	Amend Condition 152 to read: *"152. As part of each annual review of the Landscape Rehabilitation Strategy and Management Plan, the Consent Holder must identify any quarry face or other disturbed area, in any Stage, that is expected to remain inactive and not be reworked for a period of five years or more."*	that although the question was raised in relation to 802 Ponga Road it "applies more generally". The Applicant's response addressed Stages 0 and 1 only, and Conditions 152 to 157 have inherited that limitation. We do not read the Panel's question as having been so confined. No additional machinery is needed, because the assessment criteria in Condition 153 are already stage-neutral: 153(e) refers to "the likely period before the area is reworked" and 153(f) to "the visibility of the area from neighbouring dwellings and other identified viewpoints". Advice Note 157A already allows temporary vegetation to be removed when quarrying requires it. The properties listed in Condition 143 are affected principally by the later stages, which is where a long inactive period is most likely to arise.
152	If the Panel does not adopt the amendment above, the plan name in Condition 152 should still be corrected, by replacing "Landscape and Rehabilitation Strategy Management Plan" with: *"Landscape Rehabilitation Strategy and Management Plan (LRSMP)"*	Drafting only. The defined term in the definitions table, and the term used at Conditions 9(e)(v), 57 and 58, is "Landscape Rehabilitation Strategy and Management Plan". Condition 152 uses a different word order, which could be read as referring to a different document.

Conclusion

We support the grant of consent on the conditions as drafted, subject to the five amendments above. None of them alters the substance of the regime the Panel has settled. The first two correct an internal conflict and an undefined term, the third fixes the vantage point for an assessment that is already required, and the last two restore what we understand to have been the intended scope of the Panel's own question in Minute 6.

We thank the Panel for the opportunity to comment.

Yours faithfully

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Gerald Masters

[redacted]

Please note: These comments are given so that the effects on our property can be considered by the Panel. They are not written approval of the application, not a waiver of any concern or future right, and not agreement that the effects on our property have been or will be adequately avoided, remedied or mitigated. Any future planting agreement with the Applicant should be treated the same way.