

**BEFORE AN EXPERT CONSENTING PANEL**

**IN THE MATTER** of the Fast-track Approvals Act 2024 (**FTAA**)

**AND**

**IN THE MATTER** of an application by NTP Development Holdings Limited (**Applicant**) for approvals relating to the Pound Road Industrial Development [FTAA-2505-1057]

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**BRIEF OF EVIDENCE BY RORY JAMES REDMOND POWER (NZTA)**

**Planning**

**Dated: 4 March 2026**

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- 1.1 My full name is Rory James Redmond Power. I am a Team Lead – Environmental Planning for the New Zealand Transport Agency Waka Kotahi (**NZTA**). I have held this position since March 2025. I am presenting this planning evidence on behalf of NZTA.
- 1.2 My qualifications include a Bachelor of Arts and a Master of Planning Practice from the University of Auckland. I am an Intermediate member of the New Zealand Planning Institute. I have over 15 years of planning and transport planning experience in both private and public sector roles in New Zealand and the United Kingdom. In my current role at NZTA, I have experience with developing NZTA's comments on third-party referrals and substantive applications made under the FTAA.
- 2.1 I have read the Environment Court's Code of Conduct for Expert Witnesses (2023) and agree to comply with it.
- 2.2 My qualifications as an expert are set out above. I confirm that the issues addressed in this brief of evidence are within my areas of expertise.
- 2.3 I have not omitted to consider material facts known to me that might alter or detract from the opinions expressed.
- 3.1 The purpose of my evidence is to address the planning issues arising from Memorandum of counsel accompanying the Applicants response to Minute 11, Minute 14 and the Panel's Further Information Request, dated 26 February 2026 ("**the Memorandum**") in relation to the Pound Road Industrial Development [FTAA-2505-1057] (**Project**).
- 3.2 My evidence responds to the Memorandum, and other expert evidence where relevant. I also address relevant transport matters raised in the evidence of Mr Haroun Turay of NZTA, and the safety matters raised in the evidence of Mr Roy Johnston of NZTA.
- 4.1 Appendix 2 of the Memorandum produced by Mr Nick Fuller dated 24 February 2026 ("**the Transport Memo**"), identifies that the performance of the intersection of SH1 / Pound Road will worsen at the completion of Stage 2 of the project, and the intersection will be over-capacity at the completion of Stage 3. This impact would be mitigated by the identified intersection upgrades to the SH1 / Pound Road and Pound Road / Waterloo Road intersections ("**the Upgrades**"). I agree with the assessment of Mr Turay

and Mr Johnston of NZTA that the transport impacts of the development without the Upgrades are significant.

- 4.2 The Transport Memo has also considered alternative interim options for upgrading the intersection. I agree with the assessment of Mr Fuller and Mr Turay that the Upgrades are the only practicable option.
- 4.3 As a result, since the Upgrades are required to address the impacts of the development of the project beyond Stage 1, I consider that a condition stating that Stage 2 of the Project should not proceed until the Upgrades are constructed and operational is appropriate.

#### **Applicant's Condition**

- 4.4 Paragraph 24 of the Memorandum outlines the Applicant's proffered condition. I disagree with the proposed condition requiring either:
- (a) a timeframe for when Stage 2 of the Project can proceed, irrespective of the status of the Upgrades; or
  - (b) a Developer Agreement between the Applicant, NZTA and CCC.
- 4.5 I also disagree with the condition stipulating proportional costs of the Upgrades between NZTA, CCC, and the Applicant for the reasons outlined below.

#### **Timeframe**

- 4.6 I consider that a time-based condition for the Upgrades does not address the traffic impacts associated with the development of the Project. A time-based condition could result in adequate supporting infrastructure being in place before relevant development stages, but it does not ensure that result can be achieved.
- 4.7 By including a timeframe (01 January 2029), the condition effectively includes a sunset clause where the condition is no longer applicable, and the development of Stage 2 (and subsequent stages) of the Project can occur without the required Upgrades being delivered. As a result, I consider that including a timeframe in the condition does not ensure that the required infrastructure is delivered, but instead may potentially allow the Project to proceed without addressing the impacts of the development.

- 4.8 If through proffering a condition the Applicant is seeking certainty regarding the timeframe for the Upgrades, I consider that the condition should impose a requirement solely on the Applicant to deliver the Upgrades, rather than rely on the timing of a third-party such as NZTA. The Applicant can then progress the design and construction of the Upgrades, subject to the approval of CCC and NZTA, to align with the timeframes for the development of the Project.
- 4.9 I agree with the assessment of Mr Fuller and Mr Turay that Stage 1 of the project can proceed without the Upgrades in place. As a result, I agree with the timeframe outlined in the Applicant's Condition for Stage 1 only.

*Developer Agreement*

- 4.10 I do not support a requirement that a "Developer Agreement" is included as a condition on the approval of the Application. I consider that, in order for the condition to provide certainty that the required infrastructure can be implemented to address the effects of the development, the required infrastructure (in this case the Upgrades) should be stipulated in the condition. Furthermore, I consider that a requirement for a Developer Agreement would impose an obligation on a third-party and a condition under the FTAA should not require a third party to provide adequate supporting infrastructure or to fund, design, consent, or construct infrastructure.

*Proportional Costs*

- 4.11 The Applicant's proffered condition includes a contribution from the Consent Holder towards the construction of the Upgrades, based on the traffic generated through these intersections and the costs of the intersection designs included in the Integrated Transport Assessment (ITA).
- 4.12 I do not support a condition requiring the Consent Holder to only contribute a proportion of the cost of the Upgrades as this does not provide certainty that the required infrastructure can be delivered to address the impacts of the development. It would also impose an obligation on a third-party (both NZTA and CCC) to contribute the remainder of the costs of the Upgrades.

*Amendments to Condition*

- 4.13 I consider that the Applicant's proffered condition should be amended as follows:

The issue of Titles for Stage 1 (Lots 1 – 26-29, 42 -56, 200 and 202) shall not occur before 31 December 2027.

Titles for Stage 2 or beyond shall not be issued until ~~the sooner of:~~

~~a. 01 January 2029; or~~

~~b. Developer Agreement is entered into with the Council and /or the NZ Transport Agency to facilitate the State Highway 1 / Pound Road intersection and Pound Road/ Waterloo Road intersection upgrades are constructed and operational.~~

~~The Consent Holder shall provide a contribution toward the construction of the SH1 / Pound Road intersection and Pound Road / Waterloo Road intersection upgrades (including the rail crossing) on the basis of the traffic generated through these intersections and the costs of the intersection designs included in the ITA for this Consent.~~

5.1 I respectfully request that the Expert Panel amend the Applicant's Condition as outlined above.

**DATED** the 4<sup>th</sup> day of March 2026

**Rory James Redmond Power**

Team Lead – Environmental Planning, NZTA