

IN THE MATTER
of the Resource Management Act 1991

AND

IN THE MATTER
of Hearing of Submissions and Further Submissions
on the Wellington City Proposed District Plan –
Hearing Stream 12 Wrap Up

JOINT STATEMENT OF PLANNING EXPERTS (JWS)

20 November
2024

INTRODUCTION

1. This joint witness statement relates to expert conferencing on the following topics as requested by the Hearings Panel in Paragraph 11 of Minute 61:
 - a. The definition of “upgrading” (and its inter-relationship with renewals)
 - b. Whether the definition should exclude renewals not qualifying as ‘maintenance and repair’.
2. Participants in the conferencing were:
 - Kirsty O’Sullivan planning consultant advising Wellington International Airport Limited.
 - Christine Foster planning consultant advising Meridian Energy Limited
 - Jamie Sirl expert planner for Wellington City Council.
3. The conferencing was held on-line (Microsoft Teams).
4. We confirm that we have read the Environment Court’s Code of Conduct set out in the Environment Court’s Practice Note 2023. We have complied with the Code of Conduct in preparing this joint statement. Except where we state that we are relying on the evidence of another person, this evidence is within our area of expertise. We have not omitted to consider material facts known to us that might alter or detract from the opinions expressed in this evidence.
5. The primary data on which the opinions are based is:
 - The Wellington City Proposed District Plan (PDP);
 - The Section 42A report for the Wrap Up hearing (dated 9th October 2024), and Statement of Supplementary Evidence of Jamie Sirl (dated 30th October 2024) and associated appendix;

MATTERS COVERED BY THIS STATEMENT

ISSUE 1:	Definition of Upgrading
FACTS / ASSUMPTIONS	<ol style="list-style-type: none"> 1. Meridian’s submission on this definition sought to include reference to an increase in 'output' (e.g. from the replacement of turbines with those having greater efficiency or power output). Mr Sirl agreed with this as outlined in the Wrap Up s42A Report. 2. In her evidence Ms O’Sullivan sought that the definition of ‘Upgrading’ be amended to remove the explicit exclusion of renewals. In his Supplementary Statement of Evidence, Mr Sirl agreed and recommended this amendment to the Panel. 3. The Panel has subsequently directed that expert conferencing occurs between planners on the definition of “upgrading” (and its inter-relationship with renewals). 4. The planners agree that the rules and standards relating to the upgrading of infrastructure set the parameters around the size and scale of upgrades (including where an upgrade is a renewal or replacement) and therefore limit potential adverse effects accordingly. Any proposals that exceed those limits require consent. 5. The planners agree that the way the plan provides for large-scale upgrading of infrastructure compared to new infrastructure is best addressed by the rules and standards as opposed to through amendments to definitions. 6. The Panel asked whether the definition of upgrading should explicitly state that it involves physical works. 7. The planners agree that the ways in which improvement in carrying capacity or output, operational efficiency, security or safety of existing infrastructure are achieved will differ for different forms of infrastructure. 8. While we agree that the definition already anticipates physical works in the language used (for example increase in carrying capacity or output, or increase in operational efficiency) we do not recommend expressly stating or limiting this definition to physical works only, because this may have unintended consequences for infrastructure providers not represented in conferencing. 9. The Panel also asked whether the definition of ‘upgrading’ should exclude renewals not qualifying as ‘maintenance and repair’. The planners agree that the definition of ‘upgrading’ should provide for the full scope of upgrading: that includes upgrading (without replacing) existing infrastructure; a combination of partial replacement or renewal of existing infrastructure; and full replacement of existing infrastructure. The definition already excludes maintenance and repair. The limits to the upgrading (including replacement or renewal) are set by the standards specified in the rules.
AGREED POSITION	<ol style="list-style-type: none"> 10. That no further amendment is needed to the definition of ‘upgrading’ because the scale and intensity of effects from the proposed upgrading of infrastructure is managed by the relevant rules and standards. 11. Consequently, the planners agree that there is no need to amend the definition of ‘upgrading’ beyond the recommended amendments addressed in Mr Sirl’s Supplementary Statement of Evidence.

PARTICIPANTS TO JOINT WITNESS STATEMENT

We confirm that we agree that the outcome(s) of the expert conferencing are as recorded in this statement.

20 November 2024



Kirsty O'Sullivan
for Wellington
International
Airport Limited



Christine Foster
for Meridian
Energy Limited



Jamie Sirl
for Wellington City
Council