Before Commissioner(s)
Delegated by Western Bay of Plenty District Council

RC14513L

Under	the Resource Management Act 1991
In the matter of	an application for a land use consent for the construction of a coastal protection structure and associated activities at 95 Seaforth Road and 12 Glen Isla Place, Waihī Beach.
By	**Glen Isla Protection Society Incorporated** Applicant

LEGAL SUBMISSIONS IN REPLY FOR THE APPLICANT

28 AUGUST 2025

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INTRODUCTION

1. These submissions are in reply to matters raised during the course of the hearing on 11 and 12 August 2025, and as such they do not go over ground already covered in opening. Suffice to say, there has been no material change to GIPS' position as outlined in opening, except to the extent addressed in this reply.

2. Accompanying these submissions, GIPS is filing:

   (a) A revised set of conditions which uses the Council officers' set as a starting point, and shows GIPS' position as mark-ups; and a separate table describing the reasons for the proposed changes—both of which have been prepared by Mr Faithfull;

   (b) A reply statement from Mr Davis addressing various coastal processes/engineering matters that arose during the hearing; and

   (c) A reply statement from Mr Clarke who has peer reviewed and commented on Mr Davis' reply.

3. These submissions address two key matters—the Council's proposal for an 'adaptive management' approach to the northern end of the wall, and the Council's proposal for a 25-30 year term of consent—as well as a number of 'other matters' that have arisen from the hearing.

NORTHERN EXTENT/TYPE 2 STRUCTURE/ADAPTIVE MANAGEMENT

4. Mr Davidson and Mr Hudson have raised the option of what they, and Ms Hill, call an adaptive management approach for the northern end of the wall. They say this could take the form of consenting only the Type 1 structure now (and leaving it open to GIPS to seek consent for the Type 2 structure later); or granting consent for all of the structure now, but only authorising construction of the Type 2 section upon a trigger event.[1]

[1] GIPS does not accept that declining part of a consent on the basis that the applicant may seek consent for that part later is "adaptive management", but nothing turns on this point, so GIPS uses the Council's terminology for ease of reference.

5. The starting point is that there is a factual disagreement between the technical experts that requires to be resolved.

6. Mr Davis's opinion is that the whole wall is necessary to protect against the risks of storm cut. He disagrees with Mr Davidson that the (current) presence of the Three Mile Creek groynes protects the northernmost properties on Glen Isla Place (numbers 9, 11 and 13). Mr Davis' view on this was expressed at 14.8 of his evidence and has not changed. Further, in response to Mr Davidson's reliance on the groynes, Mr Davis says that, to his knowledge, there has been no modelling of a large storm event at the Three Mile Creek outlet, it would be normal in a large wave event for there to be additional damage adjacent to the outlet,[2] and with or without the groynes the full length of the wall could be required to protect properties from a maximum storm cut event at any time.[3] Mr Clarke agrees that there is likely to be increased storm cut (larger than the average value adopted for this coastal cell in the Tonkin & Taylor 2024 hazard report) due to the influence of the Three Mile Creek outlet.[4]

7. In comparison to Mr Davis and Mr Clarke, Mr Davidson does not appear to have considered the processes by which the Three Mile Creek outlet could exacerbate erosion locally.

8. Further, Mr Davidson seeks to justify his position on the basis that a natural dune management approach in front of numbers 9, 11 and 13 would create less disturbance to the natural environment during construction, and cost less;[5] yet he acknowledges that the northern end of the wall could be added later—which GIPS submits would create much more disturbance, and cost much more. It should also be noted that ecology is not Mr Davidson's field of expertise, and his views on supposed ecological advantages were not based on any evidence given by Mr Shaw (Mr Shaw does not address either of the adaptive management suggestions.)

9. Putting aside the risks of storm cut, Mr Davis' evidence, supported by Mr Clarke, is that some part of the Type 2 wall would be absolutely necessary

[2] Mr Davis' reply statement at [15].
[3] Mr Davis' reply statement at [13](a).
[4] Mr Clarke's reply statement at [13]-[14]
[5] Summary Statement at [2].

when the Type 1 wall is built, to deal with potential end-wall effects at the northern end. How much of the Type 2 wall is needed would depend on the size of storm, but Mr Davis and Mr Clarke consider the wall would be needed in front of numbers 13 and 11 now, and over time will be needed in front of number 9 also (even if the groynes remain).[6] They disagree with Mr Davidson's apparent view that no part of the Type 2 wall is needed to address such effects.

10. Based on Mr Davis and Mr Clarke's evidence relating to both storm cut and end-wall effects, GIPS maintains that from a coastal processes perspective the whole wall is in fact necessary now, and there is no justification for either of the adaptive management approaches promoted by Council (in its regulatory capacity).

11. Further, even if Mr Davidson were right that the groynes currently protect numbers 9, 11 and 13 (which GIPS does not accept), the corollary is that he seems to accept the wall would become necessary later if the groynes are removed. This does not address the risks that the owners of those properties would face, potentially for a number of years, between the time when the groynes may be removed, and the time when they will have procured a further resource consent for, and constructed, an additional length of wall.

12. In addition, GIPS maintains that there are multiple other reasons that strongly favour consenting, and building, all of the wall now:

    (a) Delay will significantly increase the disruption to residents and beach users by eliminating the efficiency of building the whole wall in one construction sequence.

    (b) Changes to the access/methodology necessitated by building the northern end some years after the southern end will inevitably require additional disturbance to the dune including areas that have already been replanted (as part of the southern end dune enhancements) and parts of the dune that are of the greatest potential value to dotterels.

[6] Mr Davis' reply statement at [13](b)-(d), and Mr Clarke's reply statement at [16]-[17].

(c) Delay will mean one of the significant ecological benefits, namely the re-planting at the northern end of the dune, will not arise until/unless the second 'stage' occurs.

(d) Delay will require an additional regional consent to be obtained (or the existing consent to be varied), as the current regional consent requires construction to be completed within an 18-month period.

(e) If a delay period is set in relation to a trigger event, and the trigger event does not occur for 10 years, that will also require an additional regional consent to be obtained, as the current regional consent expires in 10 years.

(f) Delay may impact on Council's in-principle agreement (as landowner), because in that capacity Council required that the wall would extend along all of the Glen Isla Place frontages as far as Three Mile Creek.

13. For all the above reasons, GIPS opposes any adaptive management approach for the northern extent of the proposed wall, and seeks consent on the basis that the whole wall is consented, and the whole wall is able to be constructed in accordance with the proposed methodology.

TERM

14. Ms Hill has submitted that a condition imposing a term of consent would be *intra vires* and appropriate, because:[7]

(a) it would be directly connected to potential (future) effects of the proposal, and

(b) it would be reasonable (depending on the length of the term imposed).

GIPS agrees that any consent condition imposing a consent term (in the absence of GIPS' agreement to the term) would need to be directly connected to an effect of the project and would need to be reasonable.

[7] Legal submissions on behalf of Western Bay of Plenty District Council at [20].

15. Notably, Ms Hill's submissions do not identify any specific term that would meet the requirements for direct connection and reasonableness.

16. After consultation with Council's technical experts, Mr Hudson verbally advised the Panel that he considered 25-30 years would be appropriate. He sought to justify this in three ways, saying:

    (a) It provides clarity on the duration of effects;

    (b) It extends beyond the period for re-consenting the groynes at Three Mile Creek;

    (c) It is consistent with GIPS' description of the proposal as "interim", and does not foreclose options for managed retreat.

17. There are issues with each of these factors.

Clarity of duration

18. Mr Hudson's first justification for the proposed term is not term-specific: it is a justification for applying <u>a</u> term, not a justification for a specific 25-30 year term. In other words, it provides just as much clarity on duration to set a term of, say, 40 years, as it does to set a term of 25 years, or any other specified period.

19. Notably, neither Mr Hudson nor any of Council's technical advisors has identified any particular effect of the proposal that in their opinion requires the whole consent to be re-considered in 25-30 years. The nearest any of the Council witnesses came to this was Mr Shaw, who, in his summary statement, put forward 25 years as "a shorter consent term" (relative to the 50-year design life of the structure). However, he offered this only as an example.

20. This leaves the Panel without any evidence, from any of the Council's witnesses, that establishes a 'direct connection' (as required by s 108AA) between any effect of the proposal and a term of 25-30 years.

21. Council's proposal for a 25-30 year term seems not to be advanced on the basis that there will be a specific effect in 25-30 years' time to justify a wholesale reconsideration of the consent, but rather that there is insufficient certainty what effects the wall may have beyond 25-30 years into the future. GIPS disagrees. Mr Davis' evidence (specifically, Table 3) sets out what

effects the wall may have for the next 100 years, on both a conservative and realistic time frame, and Mr Davidson has not disputed that evidence. There is no evidential support to say that effects in 25-30 years' time are so uncertain that a full reconsideration of the wall would be required at that time.

22. Returning to Mr Shaw's example of 25 years, what he specifically said was:

> Active management of vegetation is required for the life of the structure, which apparently has a design life of 50 years. However, there could be considerable change in the coastal environment at Waihi Beach in general over the next 50 years, and at the project site, so it would be advisable to have a shorter consent term, to enable adaptive management of the structure and its effects, e.g. 25 years.

23. It is noted that Mr Shaw's discussion regarding term proceeds from his assumption that active management of vegetation will be required, presumably as a condition of consent. As has been covered elsewhere, that is disputed by GIPS, as it goes far beyond managing any effect of the proposal. It should also be noted that Mr Shaw's expertise is ecology, so his observation that "there could be considerable change" over 50 years must be read as a statement about ecological change. It does not amount to a challenge of Mr Davis' evidence, referred to above, about the interactions between the wall and coastal processes over the next 100 years.

Re-consenting the groynes at Three Mile Creek

24. Mr Hudson's second justification for proposing a 25-30 year term is that this would mean the term would expire after the reconsenting of the Three Mile Creek groynes (if, one assumes, they are the subject of a further application, and the application is granted).

25. This does not provide any justification for the specific term proposed, as it would be true of any term beyond 2032. A 40 or 50 year term would be just as sound if this were the correct measure.

The proposal is an "interim" measure, and will not foreclose managed retreat options

26. Mr Hudson's third justification for his proposed 25-30 year term has perhaps misconstrued what is meant by the word "interim" in GIPS' opening legal submissions. Those submissions acknowledged that the proposal is an "interim

measure" for addressing coastal erosion.[8] That is, GIPS accepts that in the face of current projections of climate change and sea level rise, there will need to be a different response to coastal erosion in this location at some future time. "Interim" does not mean "short". It means only that the response is finite: at some stage it will be overtaken, whether by nature, by evolving policy (on managed retreat), or by some combination of the two.

27. Mr Hudson's stance seems to be based on an understanding that the consent for the wall must come to an end, and the wall must be removed, in order for managed retreat to begin. This is apparent from his statement that a term:[9]

> …would ensure a finite period for the structure and provide for consideration of managed retreat options **once it is removed**.
>
> (Emhpasis added)

28. Managed retreat does not exist 'in isolation' from other options for managing coastal erosion risk. Consider a hypothetical (but not unrealistic) scenario where the wall is consented without a term imposed, and in 50 years' time:

    (a) the wall is functioning well to protect the reserve and the properties behind, and is having no unanticipated effects;

    (b) the additional data gained over 50 years shows that the wall will not reliably protect the properties beyond another 10-20 years, and

    (c) there is a more comprehensive policy and funding mechanism in place to encourage owners of the seafront properties to remove/relocate (to the extent that is possible).

    In such a scenario, the gradual removal/relocation of existing dwellings might begin, but it could take years or even decades to complete. Retention of the wall over the course of those years would be part of 'managing' the retreat, and (in the absence of any other reason for removing the wall) it would be inconceivable that the wall would be removed, thereby instantly increasing the exposure of the properties to greater, and unnecessary, risk.

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[8] Opening Legal Submissions at [58].

[9] Summary Statement of Bevan Hudson at [7].

29. To be clear, this example is not an attempt to predict what is going to happen, but seeks to demonstrate that 'managed retreat' is not reliant on consents for other risk-mitigation measures coming to an end and those measures being removed.

Other cases

30. Ms Hill submits that it is not unusual for land use consents for structures in the coastal environment to contain a term.[10] She identifies two examples—one at Orewa,[11] and one at Wainui Beach.[12]. With respect, neither of the examples supports the contention that a term is usual.

31. The Orewa case involved a seawall that had originally been proposed to straddle the CMA boundary, and in that form the project required a coastal permit, which can only be granted with a term, and the maximum term is 35 years.[13] On appeal, the design was refined, such that no part of the structure would be inside the CMA.[14] While this removed the statutory requirements around the term of consent, the Court's decision records that the primary parties (being Auckland Council as consent applicant, and Auckland Council as consent authority) had agreed on a term of 35 years.[15] The term of consent was not in issue. For those reasons, the decision is not authority for what is usual for a land use consent in the coastal environment.

32. In the Wainui Beach case the applicant also accepted that a term should be imposed—although the applicant suggested it should be 50 years. The Council's commissioners agreed instead with the reporting officer that the consent should have a term of 20 years, so as to align with the consent term for a related structure. Aside from the fact that this is a Council-level decision by a Council other than WBOPDC (and therefore has no authoritative status for the present Panel's decision-making), it is a decision in which a specific

[10] Legal submissions on behalf of Western Bay of Plenty District Council at [16].

[11] *Auckland Council v Auckland Council* [2020]

[12] Which was a Council decision, dated 7 June 2023, a copy of which is filed with these submissions.

[13] RMA, s 123(c).

[14] Above n 10 at [23].

[15] Above n 10 at [25].

term was adopted for alignment reasons, and is not therefore authority for what is 'usual'.

33. Mr Davis' reply evidence provides other examples: he has obtained consent for 18 seawalls since September 2023. Three of those were land use consents and were all granted without a finite term. The other fifteen were coastal permits and were all granted with the statutory maximum term of 35 years.

34. For all the above reasons, GIPS maintains that it is not usual for a land use consent, even in the coastal environment, to contain a term.

35. Ms Hill has said the Panel should not 'speculate' on the contents of the side agreement with Council (as landowner), and so the Panel should impose a term of consent. However, attempting to set a term is equally speculative because it is simply not possible to know at what specific time in the future an effect might arise that warrants reconsideration of the whole consent. On the available evidence, there is no sound basis to conclude that such an effect will arise in 25-30 years, but it is also speculative whether such an effect will exist even in, say, 50 years or more.

36. It is submitted that there is a solution that does not require the Panel to speculate at all. As sea level rises and the line of MHWS moves inland, it will at some point intersect with the wall. When this occurs, a regional consent will be required for the wall, as the current land use consent is not authority for a structure to occupy any part of the CMA. This additional consent requirement guarantees that the effects of the wall will be subjected to a fresh and holistic examination, and that this will occur when the wall is starting to interact with coastal waters on a regular basis.

37. Some features of this additional consent requirement should be noted:

(a) The requirement would be triggered when any part of the wall intersects with MHWS, which means some part of the wall will be in the CMA, though the remainder is not.

(b) It is inevitable that if a consent is sought, then it will be sought for the whole wall, i.e. on the basis that some of the wall is in the CMA, and the rest will soon be in the CMA. It is inconceivable that an applicant would seek consent for only the part of the wall in the CMA and come back year after year for further consents for the next part of the wall that has come within the CMA until the whole wall is consented.

(c) The regional council's jurisdiction to assess and grant consent for the whole wall would be activated by the circumstances. In fact, as consent is legally required *before* undertaking a consentable activity, the regional council's jurisdiction would be active once the intersection of the line of MHWS and the wall becomes imminent.

(d) Though the regional council would have jurisdiction to grant consent for the whole wall, the district council's land use consent (i.e. the consent GIPS is presently seeking) would have to remain in place, as it would still be the relevant RMA authorisation for all parts of the wall landward of MHWS (until such time as the entire wall is seaward of MHWS).

(e) If, on its wholesale re-assessment of the wall, the regional council declined consent, then the wall could not lawfully remain in place, even if the district council land use consent has been granted without a finite term.

(f) If there is a fixed term in the district consent, and if that term expires prior to the need for regional consent, then this could require two separate further consent applications only a few years apart (a renewal of the district consent followed by an application for regional consent), to address substantially identical issues, being both costly and unnecessary.

38. It is submitted that this regional consenting requirement, which (on present sea level rise predictions) is certain to be triggered in the future, provides assurance that the appropriateness of the wall will be subjected to a future re-evaluation. Such re-evaluation will be comprehensive and will take place at the most appropriate time, i.e. once sea level rise has advanced to the point where there is regular interaction between the wall and coastal waters.

39. In the meantime, the standard allowance for review of conditions of consent (as per proposed condition 53) provides an appropriate mechanism to address any effects of the project that have not been anticipated and addressed as part of the present consent process.

40. For all the reasons addressed above, it is submitted that there is no sound evidential basis to impose the term of consent proposed by Mr Hudson, and a term of consent is not required.

OTHER MATTERS

Position of the southern section of the wall

41. The Panel queried at the hearing what impact it would have on GIPS' regional consent if the wall were consented closer to the private property boundaries at the southern end (i.e. as close as 1.5m from those boundaries, compared to the 5m separation distance originally proposed by GIPS).

42. GIPS considers any such variation to the design of the wall can be, and would be, addressed by a simple application to vary the regional consent to reflect the design change. GIPS does not anticipate this process would present any difficulty.

43. Related to this, the Panel also sought clarification of the location of the private property boundaries relative to the 'new' boundary fence at 12 Glen Isla Place. Mr Bason has confirmed that the new fence is built on, but not over, the boundary.

44. The Panel also requested that Mr Davis advise what in his view would be the difference in exposure time between the wall in its original location and the wall 1.5m off the private boundaries. This is addressed in Mr Davis' reply, attached.

45. It may also be necessary to clarify the extent of the wall which has been considered for possible relocation towards the boundaries. It is <u>not</u> the full Type 1 section of the wall. The Type 1 section comprises both:

    (a) the shore-parallel section in front of number 12, number 14, and the southern half of number 16, Glen Isla Place; and

    (b) the section angled away from the shore in front of the northern half of number 16 and in front of number 15, Glen Isla Place.

    In other words, the Type 1 section continues as far as the boundary between numbers 15 and 13. The Type 2 section runs along the front of numbers 13, 11 and 9.

46. The section of the Type 1 wall which GIPS is prepared to locate (subject to the Panel's conclusions) 1.5m off the boundaries, is only the shore-parallel part of the Type 1 wall. This is depicted in Mr Davis' drawing of the Alternative Layout, which shows (moving along the wall from south to north):

(a) The first section, c.70m long and shore-parallel, would be 1.5m from the private boundaries;

(b) The middle section, c.57m long, would increase from 1.5m to 7.6m off the private boundaries, and

(c) The final section, c.69m long would decrease from 7.6m to 6.5m off the private boundaries.

NZCPS Policy 27

47. Ms Hill questions whether the GIPS-owned properties amount to "significant existing development" within the meaning of Policy 27.[16] In doing so, Ms Hill implies that the NZCPS requires the GIPS-owned properties to be "significant" before a hard protection structure can be considered as an option for their protection. It is submitted this misconstrues the policies.

48. In its opening legal submissions GIPS identified all the NZCPS policies that provide guidance in relation to hard protection structures.[17] GIPS recorded that Policy 27(1) explicitly provides for hard protection structures in areas of significant existing development.[18] Ms Hill seems to have interpreted GIPS to be saying that the Policy <u>only</u> provides for hard protection structures in areas of significant existing development, i.e. that 'significant existing development' is a pre-requisite for hard protection structures. That is not what GIPS was submitting, and not what the NZCPS Policies require.

49. Clauses (1) and (2) of Policy 27 prescribe matters that must be included in any assessment of options for addressing coastal hazard risk in areas of significant existing development. They say nothing of the approach to be applied in areas where existing development is not 'significant'. In such

[16] Legal submissions on behalf of Western Bay of Plenty District Council at [10.1]. It is notedtaht Ms Hill refers to the GIPS-owned properties as "eight properties", when in fact there are seven.

[17] At [46].

[18] At [46](b).

areas, clauses (1) and (2) simply do not apply. However, other provisions do apply, in particular:

(a) Clauses (3) and (4) of Policy 27 would arguably still apply, given their text does not contain any wording indicating a ‘significance’ requirement for the area intended to be protected (and the reference to “significant” in the Policy heading would not override the text of the clauses, on standard interpretive principles); and

(b) Policies 24 and 25 would apply (to the extent they are relevant) as they address “areas” at risk, regardless of whether the areas are “significant”.

50. In short, while the wording of the policies sets up specific considerations that apply if one is seeking to protect ‘significant’ existing development, they do not require existing development to be ‘significant’ before options, including hard protection structures, can be considered. GIPS does not therefore endorse Ms Hill’s apparent approach of treating the ‘significance’ of what is to be protected as a pre-requisite.

51. In any event, GIPS contends that the Department of Conservation’s own guidance signals that residential development can be “significant”,[19] and takes issue with Ms Hill’s submission that the GIPS-owned properties do not amount to “significant existing development”. They are certainly not insignificant, which is the logical extension of Ms Hill’s approach.

52. Further, on Ms Hill’s approach significance seems to be based on the number of properties involved, and there is an obvious correlation between the number of properties and the length of any hard protection structure required to protect them, i.e. more properties requiring longer walls. It is submitted that the NZCPS does not favour longer hard structures over shorter ones.

53. Ms Hill also submitted that Mr Watson’s identification of the Glen Isla reserve as a “strategic asset” does not make it “an asset of national or regional importance deserving the protection of a hard structure”[20]. At no stage has

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[19] *NZCPS 2010 Guidance Note: Coastal Hazards Objective 5 and Policies 24, 25, 26 & 27* (Department of Conservation, December 2017), p 65.

[20] At [10.2](a).

GIPS contended that the reserve is an asset of national or regional importance. Policy 27(1)(c) provides some support for hard protection where infrastructure of national or regional importance is involved, but this does not make regional or national importance a pre-requisite for hard protection.

54. Mr Watson used the term 'strategic asset' and referred to the definition of that term in the WBOPDC Coastal Erosion Response Policy 2017.[21] He was also asked by the Officers, "Is there any long term benefit to Council for the wall in this location?", and his response included the statement "Yes, in that the buried wall will prevent further loss of the rear dune due to any future erosion". GIPS continues to rely on Mr Watson's clear evidence that one of the benefits of the project is the protection of the reserve.

55. The benefits of the proposal were also addressed in GIPS' verbal reply, specifically in relation to whether they amounted to 'significant' benefits within the meaning of NZCPS Policy 27(4). To be clear, those benefits—which are summarised in GIPS' opening submissions[22]—are considered individually significant by GIPS. However, it is submitted that the Panel does not need to assess whether they are individually significant, if it comes to the view (as GIPS contends is supported by the evidence) that the benefits are collectively significant.

Ecology

56. A number of submitters, and Mr Davidson, emphasised that the sand dredged regularly from Three Mile Creek could be 'better' used for dune replenishment than has historically occurred. While GIPS agrees with those views, GIPS has no control over this, and certainly does not have the authority itself to take sand from anywhere in the coastal environment for ongoing dune enhancement. GIPS cannot be required to undertake perpetual sand replenishment of the dune, given that is an activity that would itself require resource consent. Further, it is submitted that GIPS' obligations for dune enhancement cannot extend beyond the initial re-shaping and planting programme. Ongoing sand replenishment (like ongoing vegetation management) is not directly connected to the effects of the project, and it is

[21] At p 4 of his memo in Attachment 16 to the s42A Officers Report.

[22] At [48](f).

not lawful to require GIPS to assume responsibility for managing or mitigating the effects of natural processes.

57. Mr Shaw also proposed that some limitation needs to be placed on pedestrian access over the dunes. As matters stand, there is limited access between the GIPS properties and the beach, as depicted in red on Figure 2 of Dr Keesing's evidence. GIPS considers access is a matter for Council to manage as landowner, outside this process. Subject to retaining the limited access between GIPS properties and the beach, GIPS would support whatever measures Councill, as landowner, considers appropriate.

58. GIPS also responds to the concern expressed by Mr Shaw in relation to effects on the dune land south of the wall (where Mr Shaw proposes GIPS be responsible for mitigation planting for up to 100m). In addition to Dr Keesing's assessment that this is unjustifiable from an ecological standpoint, GIPS relies on the evidence given by Mr Watson (as Parks and Reserves Manager for the Council) which confirmed that the Council would undertake sand push-ups to restore that area as-needed, relying on its existing and/or future consents for such work.

59. Related to this, Mr Watson explained that the reserve land south of the project has two different owners (the Council and the Department of Conservation), and Commissioner van Voorthuysen asked which entity owns the part that is "on the coastline". Mr Watson said he would need to check and confirm. The Applicant can confirm that the seaward parcels (the beach and vegetated dunes) are owned by the Council, and the land owned by the Department of Conservation consists of the parcels further landward, which abut Seaforth Road (which are grassed and traversed by a cyclepath).

60. In reply to the concerns expressed by some submitters (such as Pippa Coombes) about potential effects on dotterels, it is important to note that the birds (when they are present at all) do not breed year-round, and based on the expert evidence of Dr Bull any effects can be adequately addressed through the proposed Avifauna Management Plan. Further, as mentioned in GIPS' verbal reply, Dr Bull's reference to 2 dotterel nesting sites was based on Dot Watch's own written submission.

Build the wall on private land

61. Some submitters, such as Mr Gillespie, suggested that any wall should be built on the private land owned by GIPS' members. This has been addressed in Mr Davis' reply. A wall on the private properties would need to be constructed within a much more limited space, and in the interests of protecting as much of the properties as possible. For these two reasons it would be a very different type of wall than is presently proposed. It would not deliver any of the benefits of protecting any part of the reserve land in front of the properties, and once exposed it would have much worse amenity and landscape effects.

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28 August 2025