

**In the matter of** the Resource  
Management Act  
1991

**And**

**In the matter of** the Ruakura Variation  
to the Hamilton  
Proposed District Plan

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**STATEMENT OF REBUTTAL EVIDENCE OF**

**Andrew Richard Parsons**

**On behalf of City Infrastructure for Hamilton City Council**

**22 July 2016**

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**INTRODUCTION**

**Qualifications and Relevant Experience**

1. My full name is Andrew Richard Parsons. I have the qualifications and experience set out in my evidence in chief.

**Expert Witness Code of Conduct**

2. As stated in my evidence, I confirm that I have read and agree to comply with the Code of Conduct for Expert Witnesses in the Environment Court Practice Note 2014.

**SCOPE OF EVIDENCE**

3. The purpose of this rebuttal evidence is to provide further comments in relation to the:
    - a. Provision of the north –south spine road;
    - b. Private Development agreement;
  4. This rebuttal evidence confirms my support for the relevant provisions of the variation as presented in my evidence in chief and is supported by the statements of evidence from Mr Alasdair Gray and Mr Murray Kivell who have advised Council on this variation.
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## **SPINE ROAD**

5. I concur with Mr Grey's paragraphs 10, 11, 12 and 13 in relation to the provision and staging of the spine road construction.
6. In July 2016 Hamilton City Council purchased the parts of the spine road land not in the control of Tainui Group Holdings or Chedworth Properties Ltd in order to ensure the ability to link areas and service activities within the Ruakura Structure Plan area.
7. Similar to Mr Grey, I support the explanation in 3.7.3.3 d) "Construction of the relevant Spine Road sections is required prior to any activities other than access and utility infrastructure taking place in Land Development Plan areas." and Rule 3.7.3.3 e) Spine Road construction trigger.

## **PRIVATE DEVELOPER AGREEMENT**

8. The evidence of Mr Mitchelmore paragraph 9 states, *"The discussions have now progressed to the point where: a) the strategic infrastructure requirements for transport, wastewater and stormwater have been resolved; and b) the bulk water strategic infrastructure requirements including the location of proposed reservoir and its connection to the existing network, including associated funding arrangements have also been resolved"*.
9. Further, paragraph 11 states, *"The parties have largely agreed a set of high level principles for underpinning the developer agreement. The outstanding issues relate to direct cost allocations between the parties for the planned wastewater and water capacity and the associated financial settlement arrangements. Discussions of these , matters are now rapidly drawing to a fair and equitable outcome for each of the parties. Final agreement on the high level principles is imminent and Council is now compiling a draft agreement for discussion"*.
10. I agree with Mr Mitchelmore's statements above and add that Council will formally consider the final draft private developer agreement at it's meeting on the 28<sup>th</sup> July 2016.

## **CONCLUSION**

11. In summary, I have no reason to alter my overall conclusions in relation to the above infrastructure planning matters.

Andrew Parsons  
City Development Manager  
22 July 2016

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