

**BEFORE INDEPENDENT HEARING COMMISSIONERS  
APPOINTED BY THE HAMILTON CITY COUNCIL**

**IN THE MATTER** of the Resource Management Act 1991 (**Act**)  
**AND**

**IN THE MATTER** of an application for subdivision and land use  
consent for the Amberfield development  
pursuant to the Act.

**APPLICANT** Weston Lea Ltd Limited

**CONSENT AUTHORITY** Hamilton City Council

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**SUPPLEMENTARY EVIDENCE OF NORMAN HILL  
FOR WESTON LEA LTD LIMITED**

**Dated: 2 May 2019**

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Solicitors on Record

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**R A MAKGILL**  
*BARRISTER*

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## **INTRODUCTION**

1. My full name is Norman Peter Sonny Roy Hill. My qualifications and experience are set out in my evidence in chief (**EIC**) dated 12 April 2019.
2. I repeat the confirmation given in my EIC that I have read the Code of Conduct for expert witnesses and that my evidence has been prepared in compliance with that Code.

## **SCOPE OF EVIDENCE**

3. As outlined in my EIC, the Amberfield development abuts the Waikato River to the South of Hamilton and sits within the tribal boundary of Waikato-Tainui. As such Waikato-Tainui has the Mana Whakahaere (authority) over its lands and resources, including the Waikato River and its associated natural environs.
4. Consultation on the application was undertaken through a specifically constituted and mandated Tangata Whenua Working Group (**TWWG**). TWWG lodged a submission in support of the application (submission 41). I understand that TWWG have engaged Counsel to assist them prepare evidence for the hearing. This has resulted in some questions being raised regarding the interface between Waikato Tainui and the TWWG. A copy of an email from Counsel for TWWG regarding this is attached as an Appendix to my evidence.
5. Accordingly, to assist the Commissioners' this supplementary evidence provides further clarity on the following matters:
  - (a) Waikato Tainui Tribal Authority and entities; and
  - (b) Engagement with Tangata Whenua and mandate.

## **WAIKATO TAINUI TRIBAL AUTHORITY**

6. Te Whakakitenga o Waikato Incorporated (**Te Whakakitenga** or **TWOW**) formerly known as Te Kauhanganui, is the tribal authority that represents tribal members of the 68 Marae of Te Whakakitenga o Waikato.

7. The current governance structure of TWOW was established following the 1995 Waikato Raupatu Claims Settlement and incorporates a democratic structure where marae hold a vital role.
8. As is set out in paragraph 26 of my EIC tribal members elect two members from each of the 68 marae to represent them for three years on TWOW.
9. Officers of TWOW include a Chairman and Deputy Chairman who are elected to their positions by the members of TWOW.
10. The TWOW is the ultimate governing body of Waikato-Tainui.
11. The role of TWOW is to:
  - (a) Uphold, support, strengthen and protect the Kiingitanga (which incorporates the principles of unity, the retention of the tribal base in collective ownership, and co-operation among peoples).
  - (b) Protect, advance, develop and unify the interests of Waikato-Tainui.
  - (c) Foster among the members of Waikato-Tainui the principles of whakaiti, rangimaarie and kia tuupato and other tikanga of Waikato-Tainui.
  - (d) Achieve and support the existing and future settlements of the Treaty of Waitangi/Te Tiriti o Waitangi and/or raupatu claims of Waikato-Tainui.
  - (e) Act as trustee of the Waikato Raupatu Lands Trust established by the Lands Trust Deed.
  - (f) Act as trustee of the Waikato Raupatu River Trust established by the River Trust Deed.
  - (g) Maintain the spirit and intent of the 1995 Deed of Settlement between Waikato-Tainui and the Crown, and the Trust Deeds.

## TE ARATAURA

12. Te Arataura is the executive committee of Te Whakaitenga, which oversees the tribe's day to day activities. It is made up of representatives from elected members of TWOW and the Kaahui Ariki representative. The Kaahui Ariki representative is appointed by the Head of the Kaahui Ariki and serves at their discretion. The remaining members are elected by TWOW for each three-year term.

## WAIKATO TAINUI ENTITIES

13. The TWOW organization is made up of four entities that are committed to building the capacity of our iwi, hapuu, marae and tribal members.
- (a) Waikato Raupatu Lands Trust (**WRLT**) manages tribal affairs; implements the tribe's development strategy; and, makes distributions for education, health and wellbeing, marae, social and cultural development.
  - (b) Tainui Group Holdings (**TGH**) is the commercial arm of Waikato-Tainui. A property investment and development company, TGH operates a diversified investment portfolio including retail, residential, commercial, industrial and rural properties.
  - (c) Waikato-Tainui College for Research and Development has been established as a place for higher learning. It is an international centre of excellence that aims to provide quality postgraduate study and research to strengthen iwi development, produce future leaders and support indigenous development.
  - (d) Waikato Raupatu River Trust (**WRRT**) was established to oversee and implement the 2008 Waikato River Settlement and related statutory and regulatory reform. It also leads and monitors our outstanding treaty claims for TWOW.
14. WRRT seeks to implement the Tai Tumu Tai Pari Tai Ao, the Waikato-Tainui Environment Plan (the '**Plan**') which is the Waikato-Tainui environmental planning document.

15. TWOW expects that the marae and hapuu that constitute TWOW are afforded the same status as TWOW when exercising their kaitiakitanga consistent with the Plan as if the Plan were written for their marae and hapuu. TWOW also recognises that marae, hapuu, and clusters of marae and/or hapuu may develop their own environmental planning documents relevant to their local area.
16. On any given matter, the process and method of consultation follows that stipulated in section 6 of the Plan: 'Te Koorero Tahī me Waikato-Tainui Consultation and Engagement with Waikato-Tainui' in Tai Timu Tai Pari Tai Ao includes the obligations of the Resource Management Act 1991, and is as follows:
  - (a) To engage with Waikato-Tainui in a timely, inclusive and participatory setting, seeking feedback and input into appropriate cultural and environmental mitigation solutions; and
  - (b) To ensure that adequate consultation with Waikato-Tainui has occurred, to ensure compliance with statutory/legal requirements.
17. The method of iwi engagement should be kanohi ki te kanohi or face to face dialogue and meetings with appropriate iwi and hapuu leaders.

#### **WAIKATO RIVER AUTHORITY**

18. For clarity I also separately address the Waikato River Authority which is a separate statutory body formed under the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 (**Settlement Act**), the Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010, and with additional responsibilities arising from the Nga Wai o Maniapoto (Waipa River) Act 2012 (and He Mahere Taiao – The Maniapoto Iwi Environmental Management Plan).
19. The Authority is the sole Trustee of the Waikato River Clean-up Trust. While the Waikato River Clean- Up Trust is referred to in the submission of Waikato Tanui (on behalf of the Te Whakakitenga o Waikato Inc) (submission 52), these entities are separate to TWOW. I addressed in paragraph 64 of my EIC why consultation under the Settlement Act is not required.

## MANA WHENUA MANDATE AND CONSULTATION

20. In order to establish the process for consultation with mana whenua (taking into account the above matters in the Plan outlined above in paragraph 16), a meeting between the Amberfield Project Team was held with WRRT Environmental Manager, Tim Manukau, in July 2017 to review draft preliminary reports pertaining to the development and to seek confirmation of the appropriate mana whenua groups/organisations that should be engaged and consulted.
21. As a result of that meeting, the TWWG was established and afforded mandate by Waikato Tainui (via the WRRT). The terms of reference for the TWWG are attached as **Annexure A**. The TWWG was made up of mandated representatives from each of the Waikato-Tainui hapuu within the vicinity of the project – namely Ngaati Wairere, Ngaati Maahanga, Ngaati Hauaa, Ngaati Tamainupo. Waikato Tainui via the WRRT was also a member of the TWWG.
22. Formal consultation and engagement meetings were held with representatives of the TWWG from September 2017 to April 2019. An accurate record of discussion points and minutes were collated and circulated to all parties and approved at each of the subsequent working group meetings. A record of the meetings and attendees is set out in section 4 of the Cultural Impact Assessment included as Appendix P to the AEE. The table in section 4 of the CIA does not record the individual TWWG representatives present at each meeting. In general, usually 4 of the 5 representatives were able to attend the meetings. On most occasions the WRRT representative was not able to attend the meetings themselves. The person nominated as the representative did also change during the consultation process. All representatives were sent copies of minutes of meetings.
23. The meetings and the minutes are the principal source of information that informed the Cultural Impact Assessment Report (**CIA**).
24. The CIA was developed and was also separately endorsed by TWWG. A copy of the letter from TWWG representatives is attached as **Annexure B**. As is recorded in the letter, in principle, the TWWG also supported the sub catchment ICMP and accepted Far Eastern Interceptor via an interim pipe

under the Waikato River and the joint pipe from the river crossing to Crosby Road.

25. A separate letter of support for the CIA was provided by Waikato Tainui and is included as **Annexure C** to this evidence. This letter was sent under Waikato-Tainui Te Kauhanganui Inc letterhead (being the former name of the TWOW as described above in paragraph 6). The reason that a separate letter was provided by Waikato Tainui was to endorse the TWWG's position (despite the TWWG having mandate from TWOW).
26. My evidence in chief outlines that particular matters of concern identified by the TWWG and how those matters were addressed and the specific mitigation measures proposed to avoid, remedy or mitigate cultural and environmental effects. I do not repeat these here.

**Dated this 2<sup>nd</sup> day of May 2019**



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**Norman Hill**

## Appendix 1:

**Lucy de Latour**

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**From:** James Gardner-Hopkins <james@jghbarrister.com>  
**Sent:** Thursday, 2 May 2019 6:04 a.m.  
**To:** Lucy de Latour  
**Cc:** Kate Woods  
**Subject:** Amberfield development - TWWG

Good morning Lucy,

As you know, I am engaged by the Tangata Whenua Working Group (TWWG), a submitter, in respect of the Amberfield resource consent application.

I have been in the process of taking instructions to fully understand the TWWG's position, and any potential concerns, in respect of the application. The TWWG has sought to be heard, and has a representative identified to appear at the hearing and give evidence on TWWG's behalf. I may, or may not need to be present, as Counsel.

Over the last week, I have raised a few matters with you. One of those is the extent to which the evidence for the Applicant currently explains the relationship between "Waikato Tainui" (and its entities) and the TWWG.

I understand that the Applicant is likely to address this matter in its reply evidence. From my perspective, this would be helpful, as it is likely to reduce the extent to which my client might need to address the issue.

Kind regards  
James

**JAMES GARDNER-HOPKINS | BARRISTER**

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**ANNEXURE A: TWWG TERMS OF REFERENCE**

## ADARE 2A PEACOCKE TANGATA WHENUA WORKING GROUP

### TERMS OF REFERENCE

Scope:	To establish and resource a Tangata Whenua Working Group ( <b>TWWG</b> ) to provide local tangata whenua the opportunity to engage with The Adare Co Ltd representatives and the Waikato Raupatu River Trust ( <b>WRRT</b> ) to successfully develop the Adare Stage 2A Peacocke Development
Key Personnel:	Adare Stage 2A Peacocke Development Manager, WRRT Environment Resource Manager, Boffa Miskell Cultural Specialist, TWWG members.
Key TWWG Functions:	Provide advice, recommendations and support to the Adare 2A Peacocke development. Implementation of the recommendations in the Cultural Impact Assessment Reports.
Adare Peacocke Representative:	Andrew Duncan – Adare Stage 2A Peacocke Development Manager
WRRT Representative:	WRRT Environment Manager
TWWG Representatives:	1 x Ngaati Wairere 1 x Ngaati Hauaa 1 x Ngaati Tama Inu Po 1 x Ngaati Maahanga
TWWG Proxy:	<p>Each hapuu may appoint a proxy who will act as the appointing hapuu's alternative representative in the absence of the primary representative. The proxy may only attend TWWG meetings in the absence of the primary representative and have full rights of participation at such meetings.</p> <p>A proxy may attend a meeting at which its (primary) representative is also present but such attendance is to observe business conducted at the meeting.</p>
TWWG Meetings:	TWWG meetings will likely occur quarterly; or as and when required by Adare Peacocke.

#### **TWWG Project Facilitator**

A TWWG Project Facilitator shall be appointed by Adare Peacocke on the recommendation of the TWWG and the WRRT representative. The TWWG Project Facilitator fees will be negotiated between him/her and Adare Peacocke.

## **Working Party Fees**

- \$80 per hour for each TWWG representative attending official meetings as agreed by Adare ; 2A Development Manager and is only for time for productive attendance at official meetings.
- \$80 per hour for TWWG Representatives while carrying out research, investigations and report writing as agreed to by Adare 2A Development Manager

Payments will be made for the following activities:

- Attending official meetings in the capacity of a TWWG representative
- Carrying out authorised research, investigations or report writing

Payments to TWWG representatives for associated expenses will only be made with the prior approval of Adare 2A Development Manager

Payments for mileage is not billable.

All invoices are to be submitted to the Adare 2A Development Manager to approve and pay.

Payments will not be made for any time spent in unofficial meetings or unauthorised work carried out without authority of Adare 2A Development Manager.

## **Administration/Secretarial Support**

- Venue and administration costs will be covered by Adare 2A Development Manager
- The TWWG Project Facilitator or nominated representative will provide secretarial support to the TWWG.

## **The Parties**

### ***Adare Peacocke***

The Adare Co Ltd Development Manager for Adare 2A Peacocke will:

- Be the lead party to enable the TWWG to be actively engaged in the Adare Peacocke development;
- Appropriately resource the TWWG and its administration;
- Work with the Project Facilitator to monitor and coordinate activities of the TWWG;
- Provide reports, advice and investigations produced by the Adare Peacocke to the TWWG;
- Liaise with and direct the TWWG project facilitator; and
- Liaise and coordinate the engagement of the TWWG

### ***Waikato Raupatu River Trust***

WRRT will:

- Identify tangata whenua organisations to be represented on the TWWG;
- Work with Adare Peacocke to monitor activities of the TWWG; and
- Review reports, advice and investigations produced by the TWWG

### ***Tangata Whenua Working Group (TWWG)***

TWWG representatives will be contractors to Adare Peacocke and will:

- Elect a Chairperson for the TWWG;
- Provide advice, reports and support to the proposal to enable local tangata whenua matters to be considered;
- Provide written and oral feedback on plan change and resource consent documents as requested from time to time by Adare Peacocke;
- Advise on implementation matters within the Cultural Impact Reports;
- Attend key project meetings and workshops as required by Adare Peacocke ;
- Assist Adare Peacocke with community liaison; and
- Undertake cultural ceremonies as and when appropriate, as determined by both the Project Coordinator and Adare Peacocke .

### ***TWWG Project Coordinator***

The TWWG Project Coordinator will be a contractor to Adare Peacocke and will:

- Undertake the majority of work required to ensure consistency on how Tangata Whenua interests are provided for, as far as possible;
- Oversee and ensure relevant authorised work is completed;
- Assist Adare Peacocke and the contractor with community liaison;
- Attend project meetings when required;
- Take minutes at meetings attended and disseminate to the TWWG;
- Organise meetings for the TWWG representatives;
- Organize meetings for Adare Peacocke or WRRT with the TWWG as required by Adare Peacocke ;
- Maintain a detailed register of the hours worked, activities and outputs achieved;
- Undertake secretarial work for the TWWG; and
- Report to Adare Peacocke on a monthly basis unless otherwise agreed with Adare Peacocke .

### **Levels of involvement of the TWWG**

Whilst the TWWG will have specific roles and responsibilities throughout the Adare 2A project, below provides a non-exclusive overview as to what the TWWG will have an input in at each stage of the project.

#### ***Plan change level***

TWWG to scope initial points of cultural concern for later consideration and recommend a suitable person to produce a Cultural Impact Assessment (CIA) for Adare 2A Peacocke.

#### ***Resource Consent Level***

Adare Peacocke will seek feedback from the TWWG on the resource consent prior to the application to ensure the application is consistent with the CIA.

### ***Implementation Level***

The Adare Peacocke Coordinator/or nominated consultants will report back to the TWWG as to how the implementation of the recommendations from the CIA has been proceeding. Adare Peacocke to provide the TWWG with updates on timing of key milestones of the project.

### ***Other Matters***

Where appropriate to the Adare Peacocke or the TWWG, other relevant matters may be considered by the TWWG at the discretion of Adare Peacocke and the TWWG Project Facilitator.

Adare Peacocke may request advice from the TWWG on other developments in Hamilton.

### ***TWWG Decision Making***

The TWWG will use consensus decision-making on cultural matters as a general rule, failing that majority rules. The TWWG will seek support from WRRT and Adare Peacocke regarding any decision.

### ***Escalation of Matters***

Should a matter or dispute arise that cannot be decided or resolved by the TWWG, then the Adare Peacocke representative and the TWWG Project Facilitator will seek to resolve the matter. Should the matter still not be resolved then the matter may be elevated to the Adare Peacocke Development Manager and the WRRT Environmental Manager for final resolution.

**ANNEXURE B: LETTER FROM TWWG**

9 July 2018

**"I whakawhiti atu ai te koopu mania o Kirikiriroa. Me ona mara kai te ngawha whakatupu ake te whenua momona"**

**King Tawhiao.**

**"I cross the smooth belly of Kirikiriroa, its gardens bursting of the fullness of good things"**

Tēnā koe Norm,

Nei te mihi ki a koe, hei mangai mo te roopu nei, aa ko te tangata whenua working group, kia tiaki, kia whakawhanake I ngā kaupapa o te taiao mo tenei kaupapa o Amberfield.

Thank you for facilitating and preparing the Cultural Impact Assessment (CIA) with, and on behalf of, Ngāti Hauā, Ngāti Tamainupo, Ngāti Wairere, and Ngāti Māhanga, as mana whenua within the South Hamilton rohe.

The CIA document records the significant effort that has been put in by all mana whenua parties engaging in the Amberfield development. We appreciate the commitment by (Adare) Weston Lea Ltd to consult with us at an early stage, so that matters of importance to mana whenua could be taken on board in the design process.

Commencing with our first meeting on 14 September 2017, we engaged in a full and frank two-way information flow on the proposed development and the important cultural values of the Amberfield site. As information became available from the Amberfield team we were able to review and question the findings and discuss the implications from our 'world view'. This information included the Archaeological Assessment, the Master Plan, engineering reports, and the Sub-catchment Integrated Catchment Management Plan (SC-ICMP). All of this information was able to be assessed by us against the Tai Timu Tai Pari, Tai Ao, the Waikato-Tainui Environmental Management Plan. We also considered the tangata whenua working group's site visit as very important in understanding the Master Plan 'on the ground'.

At this point we wish to record the following outcomes for the development proposal:

- We support the Sub-catchment ICMP in principle. We consider that this comprises feasible and most appropriate technical solutions. This includes support for the installation and development of retention, attenuation and treatment devices which utilise land treatment/discharge, as well as the open spaces and park areas. We also acknowledge and accept in principle the wastewater connection to the Far Eastern Interceptor via an interim pipe under the Waikato River and a joint pipe from the River crossing to Crosby Road.

- We also support in principle the Master Plan and the proposed urban design that includes the proposed cultural reserve and ecological mitigation along the riverbank and within the gully areas.

We recognise that good faith consultation has taken place, and we anticipate that this will continue through further negotiation and discussion to achieve mutually satisfactory short and long-term mitigation and development outcomes.

Taking into account the implementation of the mitigation measures listed in the CIA, we provide overall support in principle to the Amberfield Subdivision proposal.

Nāku nei

Signed on behalf

Ngāti Wairere

  
\_\_\_\_\_

Ngāti Māhanga

  
\_\_\_\_\_

Ngāti Hauā

  
\_\_\_\_\_

Ngāti Tamainupo

  
\_\_\_\_\_

**ANNEXURE C: LETTER FROM WAIKATO-TAINUI**



6 July 2018

Waikato Regional Council  
401 Grey St  
Hamilton East  
Hamilton 3216

Resource Consent Application No. APP139478 by Weston Lea Ltd – Further Information Request

Tena koe,

**RE: AMBERFIELD SUBDIVISION DEVELOPMENT - WAIKATO-TAINUI LETTER OF SUPPORT**

This letter is to confirm that we recently received a copy of the Cultural Impact Statement relating to the Amberfield Subdivision development prepared by representatives of Ngati Wairere, Ngaati Wairere, Ngaati Maahanga, Ngati Hauaa and Ngaati Tamainupo within the Tangata Whenua Working Group (TWWG).

Waikato-Tainui firstly acknowledges Weston Lea Ltd for their ongoing and meaningful engagement with our local iwi and hapu through the TWWG on cultural and environmental matters relating to this development.

Waikato-Tainui supports the mitigation objectives put forward by the TWWG within the Cultural Impact Assessment (CIA). These include recommendations to develop an ongoing, meaningful relationship with opportunities to have input into technical reports. The TWWG endorses the establishment of the proposed reserve in recognition of this waahi taonga along with the use of cultural symbolism which reflects the cultural values of mana whenua. In terms of the efficient use and management of natural resources the TWWG support best practice but also encourages the applicant to be innovative and to go beyond environmental minimums. Waikato-Tainui Acknowledges that these recommendations align with the aspirations of our environmental plan "Tai Tumu, Tai Pari, Tai Ao".

Subject to the mitigation recommendations within the CIA Waikato-Tainui supports in principle the Amberfield Subdivision Development.

Naku noa na,

A handwritten signature in black ink, appearing to read "M. Tukere".

**Marae Tukere**  
**General Manager**  
**Oranga**  
**Waikato-Tainui**