

**IN THE MATTER** of the Resource Management Act 1991

**AND**

**IN THE MATTER** of a resource consent application to Whangarei  
District Council for the Otaika Quarry overburden  
disposal area project.

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**STATEMENT OF EVIDENCE OF  
AMOS TE KOETI KAMO  
ON BEHALF OF GBC WINSTONE**

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**Dated 28 March 2018**

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## SUMMARY OF EVIDENCE

1. This statement of evidence sets out my involvement in the Otaika Quarry (“Pegram Block OBDA Project” - **the Project**). This includes assisting GBC Winstone with consenting and the approvals processes for the project. My evidence also provides an overview of the advice and support I have provided to GBC Winstone in its engagement with mana whenua namely the Ruarangi Trust and Te Pouwhenua o Tiakiriri Kukupa Trust.

## INTRODUCTION

2. My full name is Amos Te Koeti Kamo. I am a Principal consultant at Boffa Miskell Ltd (BML), a company specialising in landscape, urban design and resource management.
3. I have a Master of Resource Studies (Environmental Policy and Planning) from Lincoln University and a Bachelor of Arts with Honours (Social Science) from Canterbury University.
4. I am a member of the New Zealand Planning Institute (Graduate) and a member of ICOMOS New Zealand - the International Council on Monuments and Sites.
5. I have undertaken training in community consultation and public participation through the International Association of Public Participation (IAP2) Australasia, which is a globally recognised and accepted qualification.
6. I am also a member of Nga Aho the national network of Maori design and planning professionals.
7. My tribal affiliations are to Ngati Mutunga ki Wharekauri (Chatham Islands), north Taranaki iwi (Taranaki Tutura/Te Ati Awa/Ngati Mutunga/Ngati Tama), and Ngai Tahu.
8. Prior to re-joining Boffa Miskell Ltd in 2017, I was the *Tumuaki – Senior Manager Maori* at the New Zealand Transport Agency (NZTA). My previous work experience also includes New Zealand Historic Places Trust (NZHPT) *Senior Policy Analyst, Heritage Planner, Māori Heritage Adviser*. I am also the former Canterbury Region file keeper for the New Zealand Archaeological Association (NZAA).
9. I have previously appeared as an expert witness in the District Court (prosecutions under the Historic Places Act 1993), the Environment Court, Commissioners Hearings and Boards of Inquiry (MacKays to Pekapeka Expressway M2PP, Proposed New Zealand Coastal Policy Statement - NZCPS).

10. My statement of evidence sets out my involvement with Otaika Quarry (the **Project**), and my experience in advising the project team with consenting and approvals matters as well as its engagement with mana whenua.
11. My evidence is provided in the context of the GBC Winstone's resource consent applications lodged for the Otaika Quarry ("Pegram Block OBDA Project"). I am authorised to give this evidence on behalf of GBC Winstone.

#### **CODE OF CONDUCT**

12. I confirm that I have read the Code of Conduct for Expert Witnesses contained in the Environment Court Practice Note and that I agree to comply with it. I confirm that I have considered all material facts, that I am aware that it might alter or detract from the opinions that I express, and that this evidence is within my area of expertise, except where I state that I am relying on the evidence of another person.

#### **SCOPE OF EVIDENCE**

13. In my capacity as a technical adviser to GBC Winstone, I have participated in meetings and workshops with mana whenua, and advised GBC Winstone on RMA matters related to cultural effects.
14. The purpose of my evidence is to provide an overview of my involvement in assisting GBC Winstone with its engagement with the Ruarangi Trust and Te Pouwhenua o Tiakiriri Kukupa Trust. I will also discuss the cultural effects of the Project and how they are proposed to be avoided, remedied or mitigated and comment on how, in my opinion, the relevant statutory documents (including the Resource Management Act 1991 (RMA)) have been addressed as they relate to environmental, heritage and cultural effects.
15. My evidence addresses the following matters:
  - (a) Mana whenua of the Project area;
  - (b) Relevant RMA provisions and key statutory documents;
  - (c) My role in the Project;
  - (d) Consultation and engagement processes;
  - (e) Cultural effects of the Project;
  - (f) Methods to avoid, remedy or mitigate cultural heritage effects;

- (g) Assessment of the Project against the relevant RMA matters and other statutory documents; and
- (h) Overall conclusions.

#### **MANAWHENUA OF THE PROJECT AREA**

16. The Otaika Quarry and Pegram Block are within the ancestral lands of the estate of Te Parawhau. The Te Parawhau whanau hapu living in close proximity to the quarry at Toetoe and Otaika are mana whenua, ahi ka, kaitiaki, by virtue of their long-term occupation of their tribal lands. Other whanau hapu members living on the neighbouring suburbs of Raumanga and Maunu can also claim mana whenua ahi ka by virtue of their affiliation to Toetoe Marae Reserve and Otaika Marae Reserve.
17. Of significance to Te Parawhau is the 16.16 ha Maori land block given the appellation 'Ruarangi.' Ruarangi are neighbours of the quarry operation with land located on the north-west boundary of the quarry site and Pegram Block. Ruarangi is an ancient Wahi Tapu identified as a significant burial ground in 1863 by the Parawhau chief Tirarau.
18. Ruangaio was declared to be the deceased sole owner of Ruangaio by the Papatupu Komiti in 1906. The nine sub-tribes descended from Ruangaio are the beneficial owners of Ruarangi. These sub-tribes are as follows:
  - (a) Parawhau
  - (b) Uriroroi
  - (c) Ngatirua
  - (d) Ngatitu
  - (e) Uri-o-te-tangata
  - (f) Koiwi
  - (g) Ngatihau
  - (h) Ngatihaua
  - (i) Whanaupani
19. Ruarangi Trustees are kaitiaki of Ruarangi land block by virtue of section 23 of their Trust Deed. Ruarangi is land locked - access to the block is over GBC Winstone's Quarry Road. Ruarangi Trust represents the interests of the aforementioned nine iwi/hapu.

## **RMA AND OTHER STATUTORY DOCUMENTS**

20. Cultural effects and impacts on tangata whenua are identified in the RMA and the relevant regional and district planning documents for this Project. I will focus on and summarise the key provisions on cultural effects and provide an assessment of the Project against them later in my evidence.
21. The relevant provisions are set out in detail in the AEE (Appendix 15), and more recently in the addendum to the AEE (dated 13 March 2017) in relation to cultural effects.

## **RESOURCE MANAGEMENT ACT 1991**

22. I consider that the relevant Part 2 matters are:
  - (a) Section 5 – the sustainable management purpose of the RMA, including the requirement to provide for cultural wellbeing;
  - (b) Sections 6(e) and 6(f) which deal with Māori culture and traditions, historic heritage;
  - (c) Section 7(a) – kaitiakitanga; and
  - (d) Section 8 – the principles of the Treaty of Waitangi.
23. My evidence and conclusions are by reference to these matters.

## **TE TURE WHENUA MAORI ACT 1993**

24. Ruarangi Block is designated Maori Reserve under Te Ture Whenua Maori Act 1993. That Act recognises that land is a taonga tuku iho of special significance to Maori people and, for that reason, promotes the retention of that land in the hands of its owners, their whanau, and their hapu, and to protect wahi tapu and to facilitate the occupation, development, and utilisation of that land for the benefit of its owners, their whanau and their hapu.

## **HERITAGE NEW ZEALAND POUHERE TAONGA ACT 2014**

25. The purpose of this Act is to promote the identification, protection, preservation and conservation of the historical and cultural heritage of New Zealand.
26. The HPA provides for the recognition and protection of New Zealand's heritage sites and places. The purpose of the Act is to promote the identification, protection, preservation and conservation of the historical and cultural heritage of New Zealand.

27. The HPA provides various mechanisms for the recognition and protection of heritage sites and places in New Zealand which include:
  - (a) Heritage covenants;
  - (b) Heritage orders (under the RMA).
28. Authorities to destroy damage or modify an archaeological site; and Registration of historic place or area, wāhi tapu place or area.
29. The following provisions from relevant statutory planning documents have also been taken into account in this statement of evidence, this includes;

**OPERATIVE REGIONAL POLICY STATEMENT FOR NORTHLAND (MAY 2016)**

Objective 3.12 – Tangata whenua role in decision making;

Policy 4.7.2 – Policy – Supporting landowner and community efforts

Policy 8.1.1 – Policy – Tangata whenua participation

Policy 8.1.2 – The regional and district council statutory responsibilities

**CHAPTER 7 - TANGATA WHENUA – OPERATIVE WHANGAREI DISTRICT PLAN**

Objective 7.3.1

Objective 7.3.2

Objective 7.3.3

Policy 7.4.1 - Interests of Tangata Whenua

Policy 7.4.2 – Sites of Significance to Maori

Policy 7.4.3 – Waterbodies

Policy 7.4.4 – Consultation

Policy 7.4.5 – Use of Maori Land

Policy 7.4.6 – Iwi Management Plans

Chapter 16 Landscape - Objective 16.3.4/ Policy 16.4.12

Chapter 18: Minerals - Objective 18.3.

## **MY ROLE IN THE PROJECT**

30. My role in the Project has been to provide strategic advice to the GBC Winstone regarding its engagement with Mana whenua and in advising on related matters in relation to cultural effects. I have been involved in the project since September 2017.
31. I was asked to assist with refreshing GBC Winstone's relationship agreement with the Ruarangi Trust and to also prepare a new relationship agreement with Te Pouwhenua o Tiakiriri Kukupa Trust. As part of this role, I assisted in facilitating and contributing to a number of meetings and workshops with both Trusts between September 2017 and March 2018.
32. I have also advised GBC Winstone in developing two separate mitigation agreements with Ruarangi Trust and Te Pouwhenua o Tiakiriri Kukupa Trust respectively, to address impacts on the cultural landscape. One of these has been signed and the other remains in draft form being considered by the Ruarangi Trust.
33. In my view, given the nature of the mitigation proposed, it is likely that many of the effects can be effectively remedied and mitigated. A great deal of refinement to the scope of the proposal has occurred to date, much of which has been in response to iwi concerns. I anticipate that throughout the life of the project and beyond, the kaitiaki role of Ruarangi Pouwhenua o Tiakiriri Kukupa Trusts will be enhanced through the proposed mitigation measures.

## **THE CULTURAL LANDSCAPE**

34. The environs of Otaika comprise a landscape of cultural significance to the hapu of Ruangaio. It is a landscape of particular importance to the Parawhau ki Tai and whanau of Toetoe Marae Reserve and Otaika Marae Reserve. Adjoining the Otaika Quarry site is the Ruarangi Block, which is a 40 acre Maori reserve administered by nine iwi/hapu of Whangarei pursuant to the *Te Ture Whenua Maori Act 1993*. The earliest trustees for Ruarangi were appointed as representatives of the beneficiary owners in 1906. The present trustees were appointed in 2005.
35. The land is described by Ruarangi Trust Chair as having native bush containing old native trees and consisting of limestone outcrops, caverns and underground streams as well as sites of special cultural and spiritual significance which lend names by which this area has become known, this includes;

36. Ruarangi; a small ridge peak terraced Pa that was last occupied approximately 300 ago. Some of its archaeological features are pathways paved with limestone slabs, stone hearth fire-places, complex drainage systems, karaka tree orchards, kowhai tree groves to attract bird-life for food source and evidence of areas which had been heavily palisaded.
37. Te Nohoanga-o-Torongare; a large limestone rock. It was the taumata or sacred chair of the chiefly ancestor Torongare, father of Hineamaru, eponymous ancestress of the Ngati Hine tribe of central Northland and founding ancestor of the Ruarangi tribes. From here Torongare would preside over his land and people and receive important visitors. Skeletal remains were discovered in its rocky crevices during the archaeological investigation of the 1960's.
38. Te Pouaka-o-Ruangaio, is a burial cave known as the 'coffin-of-Ruangaio', a grandson of Torongare, whose mortal remains were interred there and subsequently those of his descendants. The last interment reputedly happened around 1900.
39. On the adjoining lands are further limestone outcrops, caverns and underground streams. The interment of skeletal remains was also hidden in caves and rocky crevices on these lands. In the late 1980's and 1990's Maori elders removed several of these to the tribal cemetery at nearby Te Toetoe, before property developments were started in the Smeatons, Tauroa and Acacia Park areas.
40. Large puriri trees on these lands were used by early Maori to suspend the corpses of deceased tribal members and left there for two to three years or more, to undergo the decaying process before being taken down, the skeleton dismantled and then hidden away into the burial caves.<sup>1</sup>
41. Te Pouwhenua o Tiakiriri Kukupa Trust Cultural Impact Assessment (CIA) prepared by its subsidiary Hauauru Trust includes similar commentary on the significance of the landscape to Parawhau ki Tai and whanau of Toetoe Marae Reserve and Otaika Marae Reserve.<sup>2</sup>
42. From the information offered by the Ruarangi and Te Pouwhenua o Tiakiriri Kukupa Trusts, the following site types have been identified in the wider cultural landscape, this includes traditional settlements sites (pa/kainga) and areas of wāhi tapu/wāhi taonga significance:

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<sup>1</sup> Mr Taipari Munro pers comm/statement of evidence – rural plan change 03/07/2014

<sup>2</sup> Otaika Quarry – Proposed Overburden Disposal Area, Cultural Report Assessment of Effects on Maori Values – Marina Fletcher

Areas of Wāhi Tapu/Wāhi Taonga significance	
Urupa	Burial sites
Wāhi Tapuketia	Buried artefacts
Wāhi Ana	Burial caves
Wai Puna	Natural springs
Wāhi Tohu	Sites of importance to identity
Maunga	Mountains/landscape features
Wāhi Kaitiaki	Resource indicators (environmental)
Pa Tawhito	Ancient pa sites
Kainga nohoanga	Occupation sites

43. The Ruarangi and Te Pouwhenua o Tiakiriri Kukupa Trusts are the kaitiaki of the Otaika area and charged with the responsibility to maintain the role and ethic of kaitiakitanga, which carries a responsibility to maintain the integrity of the environment and the natural life forms that it supports. Traditional matauranga Māori (framework of knowledge) describes a spiritual connection that exists between all things animate and inanimate. This connection is known as mauri, or life force. As kaitiaki, the Trustees, in coordination with hapu and whanau, are charged with the responsibility of preserving the mauri of wāhi tapu and other areas of cultural significance.
44. The Hauauru Trust' *Cultural Report Assessment of Maori Values* provided on behalf of Pouwhenua o Tiakiriri Kukupa Trust addresses impacts of the proposal within the Otaika area, in particular the impacts upon the Pegram Block.
45. This includes an overview of the impacts of the proposal as well as guidance on what measures should be considered to avoid, remedy or mitigate the potential effects.
46. Effects identified are discharges (particularly of sedimentation/dust particles) to water and air that could compromise the purity or mauri (spirit/life-force) of waters, as well as health effects to community. Activities potentially compromising the integrity of or access to important wetlands, streams, subterranean catchments and water courses. This includes activities that disturb cave systems and underground streams, the flow of aquifers or diversion of waterways. Disturbance or modification of traditional and ancestral sites, tapu area and cumulative effects of activities near the Ruarangi Block. Te Hauauru's assessments drew on independent peer reviews obtained by Auckland University to assist the Trust's understanding of the geotechnical and air quality effects of the proposal.

47. The CIA also recommends a comprehensive set of consent conditions to avoid, remedy and mitigate effects on cultural values (refer **Appendix 1**), and concludes that subject to the proposed mitigation and additional consent conditions being provided, that the cultural effects of the proposal have been mitigated to an acceptable level.
48. I note that in this regard, Te Pouwhenua o Tiakiriri Kukupa Trustees are currently involved in working with GBC Winstone to implement a Maturanga Maori Cultural Monitoring Programme to inform its approach and methodology for managing the placement of overburden on the Pegram Block. This includes development of 'cultural indicators' to inform monitoring activities, the restoration of waterway habitats such as re-vegetation of riparian margins, as well as ecosystem restoration and enhancement. Their involvement in development of these management plans and monitoring for the proposal that is provided for in the condition framework provides ongoing mitigation measures with the Te Pouwhenua o Tiakiriri Kukupa Trust to offset impacts on cultural heritages sites within the cultural landscape.
49. The following section of my evidence provides some detail on engagement activities with mana whenua, as well as an overview of proposed mitigation to offset the impacts on cultural values.

#### **CULTURAL ENGAGEMENT**

50. The primary evidence of Mr Ian Andrew Wallace on behalf of GBC Winstone outlines the engagement process that has been undertaken with mana whenua as part of this Project. In particular, Mr Wallace notes that engagement with mana whenua on the Project has been ongoing since 2006. (refer s49 statement of evidence – Mr Ian Wallace).
51. In 2006, GBC Winstone began exploring options for its future overburden disposal at Otaika as part of its long-term planning process prior to its purchase of the Pegram Block. On 12 May 2006, a Memorandum of Understanding (MOU) was entered into between Ruarangi Trust Board and GBC Winstone.
52. In late 2017, following a meeting between GBC Winstone and the Ruarangi Trust, it was decided that a revised draft relationship agreement would be prepared by GBC Winstone and provided to Ruarangi Trust Chair for comment.
53. In February 2018, a relationship agreement was entered into between GBC Winstone and Te Pouwhenua o Tiakiriri Kukupa Trust wherein the agreement was ratified and signed at a ceremony at the Portland Cement works.

54. Te Pouwhenua o Tiakiriri Kukupa Trust was created to promote, advance and assist the interests and aspirations of those hapū that it represents. Representatives of Te Pouwhenua o Tiakiriri Kukupa Trust have been involved in cultural monitoring of GBC Winstone's activities at the Otaika Quarry site in recent years and have provided important direction and advice in advancing GBC Winstone's approach to working with mana whenua.

#### **MITIGATION PROPOSALS**

55. In November 2017, I was asked by GBC Winstone to assist in developing mitigation/partnership agreements for Te Pouwhenua o Tiakiriri Kukupa Trust and Ruarangi Trust to address their concerns regarding cultural impacts. This followed on from earlier discussions between the parties.
56. In both instances, the draft mitigation agreements were tailored to address the specific concerns expressed by both groups respectively. The agreements were also drafted to reflect their specific concerns regarding impacts on the cultural landscape. GBC Winstone has been careful in developing the mitigation agreements to avoid setting one group against the other.
57. Issues of 'mana whenua status' and 'primary interest' hasn't always been clear and there is a divergence of views as to which group has the strongest cultural interests in relation to the Pegram Block, in response GBC Winstone has attempted to work collaboratively with both groups to find a way forward.
58. Whilst there has been some ambiguity regarding mana whenua interests between the two groups, representatives from both have contributed meaningfully to discussions with GBC Winstone regarding the Pegram proposal as well as what might constitute acceptable mitigation outcomes.

#### **Te Pouwhenua o Tiakiriri Kukupa Trust**

59. Since October 2017, Te Pouwhenua o Tiakiriri Kukupa Trust has been working on its cultural impact assessment of the Pegram Block proposal. During this period, the application was placed on hold at Winstone's request to enable GBC Winstone to continue to work with Te Pouwhenua o Tiakiriri Kukupa and Ruarangi Trusts. This provided more time to assess the consent application and obtain peer reviews of the geotechnical and hydrological aspects of the proposal and to enable GBC Winstone to better understand the cultural effects of the proposal. In March 2018, Te Pouwhenua o

Tiakiriri Kukupa Trust submitted its CIA. The CIA identifies the issues, information and recommendations raised by mana whenua, their aspirations and their cultural values.

60. Although the CIA was provided in March 2018, the project team has been working with the Trust since late 2017 and received input and feedback over an extended period. This has culminated in the development of a Partnership Agreement with GBC Winstone. This agreement addresses opportunities for Te Pouwhenua o Tiakiriri Kukupa Trust to work in partnership with GBC Winstone to address environmental/cultural aspects of the proposal. The partnership agreement (mitigation), includes resourcing to develop a mātauranga Maori Environmental Monitoring Programme involving wananga to define a 'cultural indicators set' and cultural monitoring methodology.
61. In addition to this, the partnership plan includes opportunities for social and economic development i.e. an employment and training plan at GBC Winstone's facilities (Otaika/Portland) and more widely opportunities across Fletcher Groups subsidiaries in Whangarei. Also included is a commitment from GBC Winstone to support Te Pouwhenua o Tiakiriri Kukupa Trust economic development initiatives.

### **Ruarangi Trust**

62. Similarly, in respect of the Pegram OBDA proposal GBC Winstone has attempted to work with the Ruarangi Trust to reach a similar position. This has been a challenging process as only four trustees are 'active' and that the Trustees are split in regard to support for the Pegram Block proposal.
63. In December 2017 GBC Winstone provided a proposed Relationship Agreement to the Chairman. Despite subsequent meetings, no feedback has been offered nor further progress made.
64. In early 2018 GBC Winstone prepared a draft mitigation proposal for Ruarangi Trust's consideration. This includes providing for a number of measures to address the trustee's concerns;
  - *The enhancement of the existing access to the Ruarangi Block – formalisation of legal access;*
  - *Enhancement of the Ruarangi Block, an offer to transfer 4 ha of land adjoining the eastern boundary of the Ruarangi Block to the Trust;*

- *The development of the Ruarangi Block Management Plan – an offer to contribute up to \$100,000 towards the upgrading of the existing facilities (or relocation of these);*
- *Creation of a Ruarangi Block Environmental Management Plan – planting/rehab/cultural monitoring, landscaping and boundary setback by way of a covenant.*

65. GBC has yet to receive a formal response from the Ruarangi Trust to the proposal but it has received positive feedback from a number of its trustees. The intention moving forward is to continue working with the Ruarangi Trust until such time as an agreement is reached.

#### **DRAFT CONSENT CONDITIONS**

66. Draft conditions of consent have been proposed to address the concerns of Te Pouwhenua o Tiakiriri Kukupa Trust and Ruarangi Trust. The proposed consent conditions provide opportunities for consultation and engagement in a number of areas of cultural concern. These suggested consent conditions are discussed at paragraph 5.7 of the CIA – Mitigation, where it is stated;

67. “Te Parawhau ki Tai and GBC Winstone have also discussed how some of the agreed mitigation measures can be incorporated as consent conditions to be included in any land use consent granted by the Council. Conditions that have been agreed between TPKT and GBC Winstone are set out in **Appendix 4.**”

68. It is proposed to accommodate Te Pouwhenua o Tiakiriri Kukupa Trust and Ruarangi Trust in exercising its duty as kaitiaki, through the design and implementation of the (i) Ecological Management Plan (ii) the Dust Management Plan and (iii) Landscape Management Plan (LMP) and Landscape Rehabilitation Plan (refer specifically to the Draft Conditions 7, 8 and 9, **Appendix 4** of the Cultural Report prepared by Hauauru Trust, (March 2018)). Note the above consent conditions are not intended as an exclusive opportunity for Te Pouwhenua o Tiakiriri Kukupa Trust rather the opportunity is extended to the Ruarangi Trust also if and when they are ready to participate in further mitigation discussions.

69. Accidental Discovery Protocol (ADP) and s.44(a), Heritage New Zealand Pouhere Taonga Act – refer Advice Notes 1 to 3 of the s.42A report, a draft consent condition to this effect is proposed to provide for as a condition between Te Parawhau and GBC Winstone.

70. If any urupa, traditional sites, taonga (significant artefacts), koiwi (human remains), or other artefact material is discovered during vegetation clearance, overburden removal, or quarry activities, the consent holder shall adopt the following procedure:
71. "(c) the site supervisor shall notify iwi representatives of the Ruarangi Trust and the Te Pouwhenua o Tiakiriri Kukupa Trust (trading as Te Parawhau Ki Tai) or their successors, Heritage New Zealand, Northland Regional Council and Whangarei District Council.
72. Matauranga Maori Cultural Monitoring Programme. An opportunity for cultural monitoring programme informed by matauranga Maori and the development of a cultural indicators set is proposed as a further opportunity for tangata whenua to exercise kaitiakitanga. Again, I understand that GBC Winstone are happy to extend this opportunity to the Ruarangi Trust.
73. GBC Winstone has also offered an additional consent condition to provide felled native trees (Totara) for cultural purposes to the Pouwhenua o Tiakiriri Kukupa and Ruarangi Trusts.
74. A summary of the consent conditions as they pertain to the cultural effects concerns of Te Pouwhenua o Tiakiriri Kukupa Trust and Ruarangi Trust is included as **Appendix 1** of this statement of evidence.

## **ASSESSMENT AGAINST RMA AND STATUTORY DOCUMENTS**

### RMA – section 5

75. As I identified above, the purpose of the RMA includes the requirement to provide for cultural wellbeing. In my opinion the Project, through the consent conditions and mitigation proposals, achieves the purpose of the RMA.

### Matters of National Importance – section 6:

76. Taking into account the effects of the proposal on cultural values I consider GBC Winstone has endeavoured to address the concerns of both Te Pouwhenua o Tiakiriri Kukupa and Ruarangi Trust. In relation to section 6(e) and the requirement to recognise and provide for the relationship of Māori and their culture and traditions with their ancestral lands, water, sites, wāhi tapu and other taonga, I believe this can be achieved in the following ways:

77. Proposed mitigation and consent conditions that specifically address Te Pouwhenua o Tiakiriri Kukupa and Ruarangi Trust values, particularly those relating to environment impacts on waterways, geology, ecology and landscape features;
78. Proposed adoption and implementation of a suite of consent conditions for managing effects on the cultural landscape i.e. matauranga Maori cultural monitoring programme, accidental discovery plan (ADP);
79. Implementation of Te Pouwhenua o Tiakiriri Kukupa relationship agreement and partnership/mitigation agreements 2018.
80. Proposed adoption of the revised Ruarangi Trust relationship agreement and implementation of the proposed Ruarangi Trust Partnership/Mitigation Agreement 2018.

Other matters – section 7:

81. Section 7(a) requires decision makers to have particular regard to kaitiakitanga. Kaitiakitanga is defined as the exercise of guardianship by the tangata whenua of an area in accordance with tikanga Māori in relation to natural and physical resources, and includes the ethic of stewardship.
82. In my view, the Project has had particular regard to kaitiakitanga through its engagement with mana whenua and by way of the proposed consent conditions. The proposed conditions will ensure Te Pouwhenua o Tiakiriri Kukupa and Ruarangi Trust continue to be involved in the development of management plans affecting the natural resources of concern.
83. The exercise of kaitiakitanga by Te Pouwhenua o Tiakiriri Kukupa and Ruarangi Trust will also be provided through the implementation of the Matauranga Maori Cultural Monitoring Programme. This programme will be developed by mana whenua and informed by their matauranga (traditional knowledge base). It is proposed that this will involve the development of a set of ‘cultural indicators’ to help inform technical assessments and the health of the environment.

The Treaty of Waitangi – section 8:

84. I consider that the principles of the Treaty of Waitangi have been taken into account, through the relationship agreements and proposed partnership/mitigation agreements. The agreements as well as the recent consultation and engagement recognises a ‘partnership’ commitment by GBC Winstone to Te Pouwhenua o Tiakiriri Kukupa and offer to Ruarangi Trust. In addition to this, GBC Winstone’s commitment to ensure

effective processes for assessing environmental/cultural impacts are designed and implemented provides for the 'active protection' of Te Pouwhenua o Tiakiriri Kukupa and Ruarangi Trusts cultural values.

## **ISSUES RAISED IN Section 42A REPORT & CHETHAM CONSULTING CULTURAL ASSESSMENT REPORT**

85. With respect to cultural effects, (as acknowledged by the s.42a report), I consider the applicant has endeavoured to undertake meaningful consultation with both Te Pouwhenua o Tiakiriri Kukupa and Ruarangi Trustees in order to understand the effects of the proposal on values mana whenua, and in turn, mitigate these effects.

86. I note the conclusions in Juliann Chetham's Cultural Assessment Report *a vis* cultural effects in particular her position that;

*“the proposal will result in significant adverse effect on the Ruarangi cultural landscape that are essentially unavoidable in the proposal's current form”.*

87. That position is adopted by the author of the s42A Report, in recommending that the application be declined on this basis.

88. While the cultural significance of Ruarangi is not disputed, I note that Te Parawhau ki Tai has advised the disposal of overburden disposal on the Pegram Block is generally supported by Te Pouwhenua o Tiakiriri Kukupa Trust and that subject to GBC Winstone undertaking proposed mitigation and additional consent conditions that they consider that the cultural effects have been addressed and mitigated to an acceptable level.

89. Ms Chetham in her report acknowledges the efforts of GBC Winstone to address the cultural concerns of Te Pouwhenua o Tiakiriri Kukupa Trust and goes on to recommend further, mitigation for the Ruarangi Trust in respect of its concerns;

90. Ms Chetham proposes a Relationship and Partnership Agreement for the Ruarangi Trust as an opportunity to address formalising access to the landlocked Ruarangi Reserve as well as options for exploring ways to support future aspirations for its development into a cultural and educational centre;

91. It should be noted that a number of these recommendations are closely aligned with mitigation proposed by GBC Winstone in its draft partnership/mitigation agreement document provided to the Ruarangi Trust in early 2018.

92. Mr Ian Wallace in his statement of evidence notes;

*The mitigation package tabled with the Ruarangi Trust closely mirror's Ms Chetham's recommendations (and previous discussions with the Trust) and addresses each and every point that Ms Chetham considers would be appropriate in order to mitigate the cultural effects of the proposal has been addressed in the offers made by the Applicant. Furthermore, that the Company would very much like to make the same provision in the draft conditions for Ruarangi Trust to ensure that Ruarangi Trust were afforded the same opportunities for participation in the proposal, but its preference was that there was first an indication from Ruarangi Trust as to whether or not it wished to participate in the proposal in this way.* <sup>3</sup>

93. The draft Partnership/Mitigation agreement for the Ruarangi Trust was carefully crafted to provide for the enhancement of the Ruarangi Reserve. The components of the mitigation agreement are intended to provide for the, environmental and cultural enhancement of the Ruarangi Reserve, and social/economic benefits for the trustees and iwi/hapu they represent. I believe the mitigation agreement to be a meaningful and generous offer from GBC Winstone.

## CONCLUSION

94. In my view, consultation with Mana whenua in respect of the proposal has been meaningful. Whilst GBC Winstone has not yet achieved agreements with Ruarangi Trust (draft relationship agreement, draft partnership/mitigation agreement), it has been successful in achieving partnership (mitigation) outcomes and in ratifying its relationship agreement with Te Pouwhenua o Tiakiriri Kukupa Trust, this includes how some of the agreed mitigation measures can be incorporated as consent conditions to be included in any land use consent granted by the Council.
95. GBC Winstone recognises that its activities associated with quarrying do not always sit comfortably with cultural values and that "picking winners" isn't appropriate when working with mana whenua especially when there is a divergence of views. In this instance, I am satisfied that there has been genuine effort on the part of GBC Winstone to engage with all parties. The process to date has been organic and at times uncertain and whilst engagement with Ruarangi Trust has not concluded, GBC Winstone is committed to its long-term relationships with Te Pouwhenua o Tiakiriri Kukupa and Ruarangi Trusts and continue to work towards strengthening these relationships.

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<sup>3</sup> Statement of Evidence Ian Andrew Wallace on Behalf of GBC Winstone March 2018

96. I am satisfied that GBC Winstone has undertaken a transparent and open approach to its engagement with mana whenua (Te Pouwhenua o Tiakiriri Kukupa and Ruarangi Trusts) for the Pegram Block OBDA Project. Further to this, it is my contention that GBC Winstone has fulfilled its statutory obligations pursuant to the Resource Management Act 1991 (RMA) to identify opportunities to avoid, remedy and mitigate the effects of the project on cultural values.

**AMOS KAMO**

23 March 2018

## APPENDIX 1

### Proposed Consent Conditions (Cultural)

#### (1) Suggested consent conditions for Land Use application to Whangarei District Council

At least 30 working days prior to the commencement of any enabling works or an overburden campaign, the consent holder shall invite the Te Pouwhenua o Tiakiriri Kukupa Trust (trading as Te Parawhau Ki Tai) or their successors (**'the Trust'**) to provide input into the development and implementation of the Riparian Management Plan.

If, 30 working days has elapsed from the date which the consent holder invites the Trust to provide input in to this Management Plan, and no input has been provided by the Trust, it shall be considered that the Trust does not wish to provide any input, and the Riparian Management Plan can be submitted to the Whangarei District Council.

- a. A record of consultation undertaken by the consent holder with the Trust on the development and implementation of the Riparian Management Plan.

At least 30 working days prior to the commencement of any enabling works or an overburden campaign, the consent holder shall invite the Te Pouwhenua o Tiakiriri Kukupa Trust (trading as Te Parawhau Ki Tai) or their successors (**'the Trust'**) to provide input into the development and implementation of the Landscape Rehabilitation Plan.

If, 30 working days has elapsed from the date which the consent holder invites the Trust to provide input in to this Management Plan, and no input has been provided by the Trust, it shall be considered that the Trust does not wish to provide any input, and the Landscape Rehabilitation Plan can be submitted to the Whangarei District Council.

- a. A record of consultation undertaken by the consent holder with the Trust on the development and implementation of the Landscape Rehabilitation Plan.

At least 30 working days prior to the commencement of any enabling works or an overburden campaign, the consent holder shall invite the Te Pouwhenua o Tiakiriri Kukupa Trust (trading as Te Parawhau Ki Tai) or their successors, (**'the Trust'**) to provide input into the development and implementation of the Dust Management Plan.

If, 30 working days has elapsed from the date which the consent holder invites the Trust to provide input in to this Management Plan, and no input has been provided by the Trust, it shall be considered that the Trust does not wish to provide any input, and the Landscape Rehabilitation Plan can be submitted to the Whangarei District Council.

- a. A record of consultation undertaken by the consent holder with the Trust on the development and implementation of the Dust Management Plan.

In the event of koiwi tangata (human remains) being uncovered, work shall cease immediately in the vicinity of the remains and the Ruarangi Trust Board and the Te Pouwhenua o Tiakiriri Kukupa Trust (trading as Te Parawhau Ki Tai) or their successors, Heritage NZ and the NZ Police should be contacted so that appropriate arrangements can be made.

- a. the site supervisor shall notify iwi representatives of the Ruarangi Trust Board and the Te Pouwhenua o Tiakiriri Kukupa Trust (trading as Te Parawhau Ki Tai) or their successors, Heritage New Zealand, Northland Regional Council and Whangarei District Council.

#### Pre-works notification of Te Pouwhenua o Tiakiriri Kukupa Trust

- a. Prior to the disturbance of vegetation or soil disturbance as part of any enabling works or in new areas of proposed overburden disposal on the site, the consent holder will notify the Te Pouwhenua o Tiakiriri Kukupa Trust (trading as Te Parawhau Ki Tai) or their successors, ('the Trust'), of the plans to commence disturbance of vegetation or soil disturbance in previously undisturbed areas.
- b. Prior to the removal of any topsoil required for the placement of overburden material, representatives of the Trust acting as cultural monitors in accordance with mātauranga Maori, shall be provided with the opportunity to attend a walk over of the site , and shall be provided with access to the site in order to observe the removal of all topsoil in order to undertake cultural monitoring.

#### Engagement and commitments to the Te Pouwhenua o Tiakiriri Kukupa Trust

At least annually, the consent holder shall extend an invitation to the Te Pouwhenua o Tiakiriri Kukupa Trust (trading as Te Parawhau Ki Tai) or their successors, (**'the Trust'**) to meet to discuss the works and activities authorised by this consent.

The consent holder shall extend an invitation to meet to the Trust, no less than 20 working days prior to the commencement of any intended commencement date of any enabling works or an overburden campaign authorised by this land use consent.

When these meetings take place, the consent holder shall take minutes of each meeting and distribute these minutes to the meeting attendees within 10 working days of the meeting. These minutes should be provided to the Whangarei District Council, upon request from the Council.

The consent holder shall invite the Te Pouwhenua o Tiakiriri Kukupa Trust (trading as Te Parawhau Ki Tai) or their successors, (**'the Trust'**) , to engage on the development and implementation of a 'monitoring programme based on mātauranga Maori.

The objective of the mātauranga Maori Monitoring programme is to provide for the monitoring of customary needs and values of the Trust, and shall as a minimum, seek to include:

- a. Identification of key matters that the monitoring programme shall address in terms of mātauranga Maori;
- b. Identification of the role of the Trust in the implementation of the monitoring programme;
- c. The methodology, locations and frequency of the monitoring programme. The methodology may include the development of 'cultural indicators' and 'cultural

health indices' for this monitoring programme;

- d. Reporting requirements to the Trust.

The consent holder shall provide opportunities for representatives of the Trust to implement the mātauranga Maori Monitoring programme, including through the implementation of the Riparian Management Plan (required by Condition x above), the Landscape Rehabilitation Plan (required by Condition x above) and the Dust Management Plan (required by Condition x) above.

