BEFORE THE INDEPENDENT HEARINGS PANEL

UNDER THE	Resource Management Act 1991
IN THE MATTER OF	Plan Change 9 (Historic Heritage and Natural Environment) to the Hamilton City Operative District Plan – Built Heritage

EVIDENCE OF STANLEY RAHUI PAPA ON BEHALF OF TAINUI GROUP HOLDINGS LIMITED AND NEW ZEALAND POLICE NGĀ PIRIHIMANA O AOTEAROA

Dated: 24 July 2024

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1 INTRODUCTION

He koutu whenua e kore e taea te parepare, he koutu tangata e taea te parepare, kotahi kei Waikato ko te Kiingi anake.

Land can never be lost from sight, people can be lost, there is one exception in Waikato, the King.

1.1 My name is Stanley Rahui Papa.

1.2 Ko Waikato te iwi. Ko Waikato te awa. Noo Ngaati Koroki, noo Ngaati Mahuta ahau.

1.3 I have served as an elected representative for my marae, Poohara Marae, on our tribal parliament Waikato-Tainui Te Kauhanganui Incorporated. I was elected in 1999 when Te Kauhanganui was established and held this position until 2017. Te Kauhanganui was renamed Te Whakakitenga o Waikato Incorporated (*Te Whakakitenga*) on 24 March 2016.

1.4 I have also served as the Chairperson of Waikato-Tainui Te Arataura, the tribal executive of Te Whakakitenga. Te Arataura are responsible for the day to day operations of the Waikato Raupatu Lands Trust, the Waikato Raupatu River Trust and Tainui Group Holdings Limited (*TGH*).

1.5 I am a recognised spokesperson for the Kiingitanga. I have been a director on TGH, being the group that manages the commercial assets of the Waikato-Tainui people.

1.6 I am a consultant and have an academic background in education and hold a Post Graduate Diploma in Translation and Interpretation from the University of Waikato. I have chaired several community organisations and currently sit as Trustee of several local trusts within the Waikato. I also represent Waikato on a number of Ministerial Committees and the National Iwi Chairs Forum.

1.7 I currently sit on the Police Commissioner's Māori Focus Forum, which helps guide policing strategy in regard to Maaori and provides advice on current issues of concern to whaanau, hapuu, community and iwi, and strengthens the consultative environment and partnership between Maaori and Police.

Scope of evidence

1.8 This evidence is presented on behalf of TGH, as the wholly owned subsidiary responsible for managing Waikato-Tainui's commercial affairs.

1.9 TGH is also the owner of the land located at 12 Anzac Parade in central Hamilton (*the Site*), which is currently occupied by the Hamilton Central Police Station (*the Station*). The Site (including the Station) is leased to New Zealand Police Ngā Pirihimana o Aotearoa (*NZ Police* or *Ngā Pirihimana*) until 2032. As set out below, that lease is subject to a term requiring that, at the termination of the lease, the Site is cleared of buildings and structures.

1.10 TGH lodged submissions on Plan Change 9 (Historic Heritage and Natural Environment) to the Hamilton City Operative District Plan (*PC9*) (*Plan or HDP*) opposing:

(a) the proposed scheduling of the Station at the Site as a Plan Ranked Category "B" heritage item in Schedule 8A: Built Heritage (structures, buildings and associated sites) (*the Schedule*); and

(b) the inclusion of a rule within the Plan which would classify demolition of Category B ranked buildings as a discretionary activity.

(together, the *Proposal*)

1.11 NZ Police also lodged a submission opposing the Proposal.

1.12 To that end, this evidence also supports the submission made by the NZ Police.

1.13 My evidence outlines the reasons for Waikato-Tainui and TGH's opposition to the Proposal. Firstly I provide a brief introduction to Waikato-Tainui and its representative bodies (including TGH), its takiwa and matters of particular importance to the management of its takiwa. Then I address Waikato-Tainui's particular relationship to the Site and the Station, with reference to its settlement with the Crown.

2 WAIKATO-TAINUI

2.1 Waikato-Tainui are the kaitiaki of the Waikato region and regard the holistic integrated management of all elements of the environment (such as flora, fauna, land, air and water) with utmost importance.

2.2 Waikato-Tainui are tangata whenua and exercise mana whakahaere within our rohe (tribal region). Our tribal rohe is bounded by Tāmaki-Makaurau in the north and Te Rohe Potae (King Country) in the south and extends from the west coast to the mountain ranges of Hapuakohe and Kaimai in the east. Significant landmarks within the rohe of Waikato include the Waikato and Waipaa Rivers, the sacred mountains of Taupiri, Karioi, Pirongia and Maungatautari, and the west coast harbours of Whaaingaroa (Raglan), Manukau, Aotea and Kawhia moana, the eastern areas of Tikapa Moana (Firth of Thames) and New Zealand's longest river, Te Awa o Waikato.

2.3 The Waikato-Tainui tribe is made up of the descendants of the 33 Waikato haapu, currently represented by 68 marae. There are approximately 64,572 registered members of Waikato-Tainui.

Te Whakakitenga

2.4 At the heart of Waikato-Tainui is Te Whakakitenga o Waikato Incorporated (*Te Whakakitenga*), the representative body which is made up of 204 elected members. Each of the 68 voting Marae elects two representatives to Te Whakakitenga. Te Whakakitenga is the ultimate governing body of Waikato-Tainui.

2.5 Te Whakakitenga is the trustee of each of the Waikato Raupatu Lands Trust (*the Lands Trust*) and the Waikato Raupatu Rivers Trust (*the Rivers Trust*). Those trusts received land, rights to the Waikato River and settlement monies from the Crown. That trust property is held for the social and economic development of Waikato-Tainui under the terms of the relevant trust. Te Whakakitenga appoints an executive committee, Te Arataura, to manage its affairs on an ongoing basis.

2.6 Te Whakakitenga in its own right, as the representative body of Waikato-Tainui iwi, has the role of representing the iwi and protecting its

interests. Te Whakakitenga is recognised by Waikato-Tainui iwi as having authority to do so.

2.7 In addition, in its capacity as trustee of the Lands Trust, Te Whakakitenga is vested with the right to be recognised as:

(a) the representative of Waikato-Tainui as the mandated body to facilitate Crown negotiations; and

(b) the mandated iwi organisation for the purposes of the Maori Fisheries Act.

2.8 Te Whakakitenga, as trustee of the Lands Trust, is also the body with the authority to approve the settlement of any outstanding claims.

2.9 As discussed further below, the majority of Waikato-Tainui's current land holdings were returned to the iwi by the Waikato Raupatu Claims Settlement Act 1995 as redress for large scale land confiscations by the Crown in the 1860s.

TGH

2.10 TGH was formed in 1998 to manage the commercial assets of Waikato-Tainui. It distributes funds to the Lands Trust each year for the benefit of the Lands Trust and the iwi. Te Whakakitenga (as trustee for the Lands Trust) is the sole shareholder of TGH. Dividends from the Lands Trust are used for charitable purposes by Waikato-Tainui to invest in education, welfare, health, social and cultural facilities and activities, for the benefit of Waikato-Tainui members.

Tai Tumu, Tai Pari, Tai ao / Waikato-Tainui Environmental Management Plan

2.11 The Waikato-Tainui Environmental Management Plan 2013, Tai Tumu, Tai Pari, Tai Ao was designed to enhance Waikato-Tainui participation in resource and environmental management.

2.12 The vision of the Plan is founded on the maimai aroha of the second Maaori King, Kiingi Taawhiao, which is a lament in longing for, and in adoration of, the taonga – the natural resources – of his homeland (illustrated in Figure 1 below).

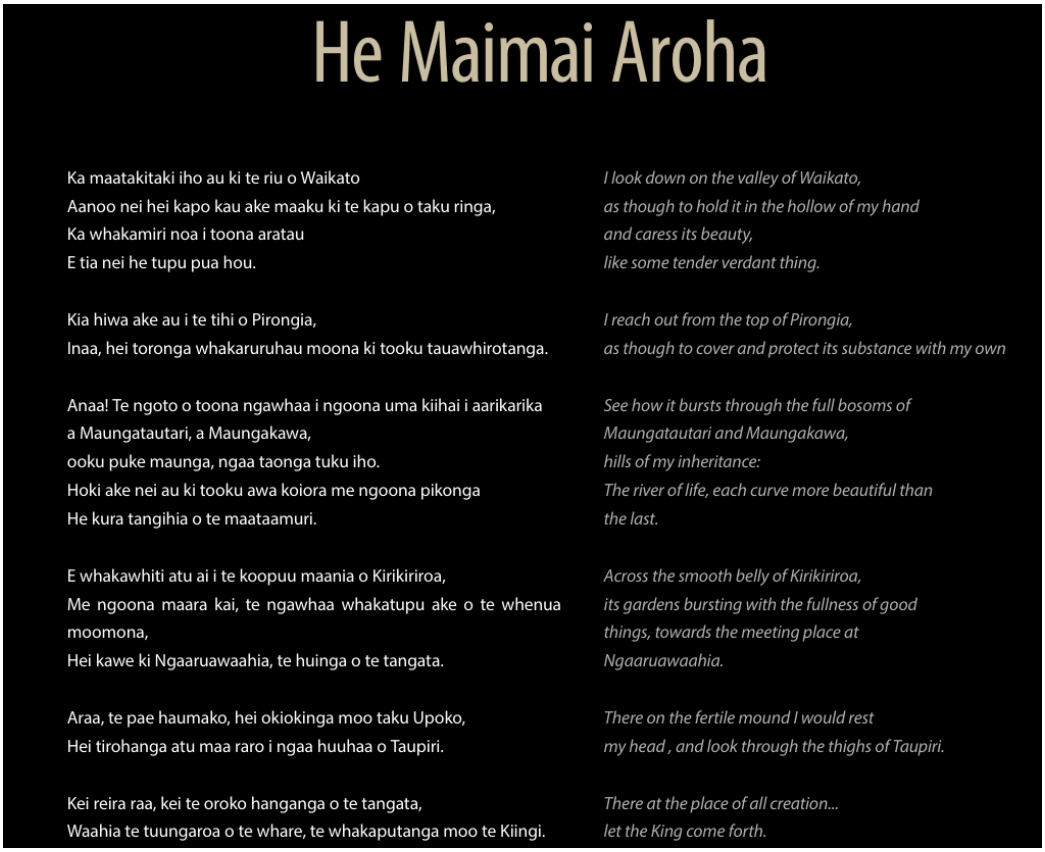

Figure 1: the maimai aroha of Taawhiao.

2.13 The maimai aroha of Kiingi Taawhiao is the key driver and indicator of environmental health and wellbeing in this Plan. Waikato-Tainui aspires to the restoration of the environment to the state that Kiingi Taawhiao observed when he composed his maimai aroha in 1863.

2.14 The Plan is also intended as a tool to provide clear, high-level guidance to resource managers, users and activity operators (and those regulating such activities) on Waikato-Tainui objectives and policies with respect to the environment within the Waikato-Tainui rohe. Waikato-Tainui recognises that the successful achievement of the objectives in this Plan is a team approach that requires input and support from these external agencies. Tai Tumu, Tai Pari, Tai Ao is a relevant planning document recognised by Te Whakakitenga o Waikato as the iwi authority for the purposes of the Resource Management Act 1991.

2.15 Waikato-Tainui supports and promotes a coordinated, co-operative, and collaborative approach to natural resource and environmental management, restoration, and care within the Waikato-Tainui rohe. Through this Plan, Waikato-Tainui seeks to achieve a consistent approach to environmental management across the Waikato-Tainui

rohe. This Plan is a living, evolving, working document that is monitored, revised and updated to ensure it remains relevant and provides a framework for continuous improvement.

2.16 The following provisions of particular relevance to PC9 and to my evidence in relation to the Station are:

(a) Objective 25.3.2: Urban and rural development is well planned and the environmental, cultural, spiritual, and social outcomes are positive.

(b) Policy 25.3.2.1: To ensure that urban development is well planned and the environmental, cultural, spiritual and social outcomes are positive.

(c) Method (g): Land use and development of Waikato-Tainui owned land, regardless of the nature of the ownership is supported, providing such use and development is consistent with this plan and/or the position and perspectives of those holding mana whakahaere in the area of this land use and development activity.

3 WAIKATO-TAINUI RAUPATU CLAIMS SETTLEMENT

3.1 The Waikato-Tainui Raupatu Claim and subsequent settlement of that Claim provides important context for this matter – not only for the "mechanics" of TGH's current ownership of the Site (including the Station) and the lease obligations under it, but also for the tribe's wider relationship to the whenua within its rohe (including the Site) and why it opposes the proposed scheduling of the Station under the Plan.

Context

3.2 The Waikato-Tainui Raupatu Deed of Settlement (*Raupatu Settlement* or *Deed*) was signed by the Crown and Waikato-Tainui at Tuurangawaewae Marae on 22 May 1995. The execution of that Deed was a significant milestone in the 130 year process (at that time) of petitions to the Crown in relation to the unlawful confiscations of 1.2 million acres within the tribe's rohe in 1865 (outlined in Figure 2 below) following the invasion of that area by the Crown in 1863 and the subsequent war between the Crown and the Kingiitanga (*the Raupatu*).

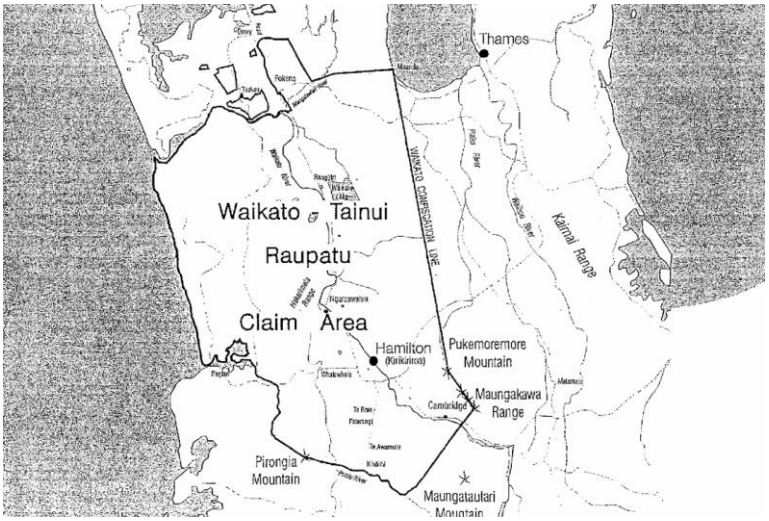

Figure 2 – Raupatu Area.

3.3 By April 1864, after the persistent defence of our whenua from the Crown's invading forces, we became outnumbered and, together with our allies, we retreated and sought refuge in the King Country. What followed was the confiscation of approximately 1.2 million acres of our tribal lands and the widespread suffering, distress and deprivation caused to ngaa iwi o Waikato as war continued to be waged against us.

3.4 The Crown's invasion across the Mangataawhiri River into Waikato, waging war on our people, was eventually held by the Waitangi Tribunal to be a direct violation of Te Tiriti o Waitangi / the Treaty of Waitangi (*Te Tiriti*). As early as 1926 however, a Crown-appointed Commission into the matter described the Raupatu as a "grave injustice", and indeed it was. The consequences of Raupatu were vast and devastating. Lives were lost, taonga and property destroyed, and ancestral lands unjustly taken – the effects of which lasted for generations. As set out in the recital to the Deed:[1]

> The war caused loss of life among Waikato Iwi and the effect of the raupatu both immediately and over time has had a crippling impact on the welfare, economy and development of Waikato-Tainui.

3.5 At the time the Deed was settled, Waikato-Tainui estimates that the Raupatu land would have had a minimum value of $12 billion NZD. That land, as recognised in the Deed, made a significant contribution to the

1 Deed of Settlement, Recital G.

wealth and development of New Zealand all the while Waikato-Tainui were alienated from it, and deprived of its benefits.

3.6 The grief caused by that alienation was a driving force behind Waikato-Tainui's pursuit for justice in accordance with Te Tiriti, founded on two principles:

(a) *I riro whenua atu, me hoki whenua mai*: as land was taken, land should be returned; and

(b) *Ko to moni he utu mo te hara*: the money is the acknowledgment by the Crown of their crime.

3.7 That petitioning for justice began shortly after the Raupatu, and has continued in earnest through to the signing of the Deed in 1995, which, as set out below, included a specific acknowledgment from the Crown that the confiscations of land following the hostilities in 1863 were both unjust and a breach of Te Tiriti.

Outcomes: Apology and Redress

3.8 The Deed of Settlement recorded a formal apology from the Crown "for its actions in sending imperial forces across the Mangataawhiri, for the loss of life and devastation of property that ensued, for the confiscation of Waikato-Tainui lands and for the crippling effects of Raupatu on Waikato-Tainui".[2] For our people, that apology was a significant, necessary step in settling the grievance of the Raupatu, beginning the process of healing, and establishing the opportunity to enter a new age of co-operation between the Crown, the Kingiitanga and the people of Waikato.

3.9 As redress for its actions and in recognition of the mana of the Kiingitanga in respect of the Raupatu claims, the Crown agreed to a settlement with the tribe valued (at the time) at $170m. That settlement comprised a mixture of Crown land returned to Waikato-Tainui, cash payments, and rights of first refusal over Crown land.

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2 Deed of Settlement, section 3.

3.10 As set out earlier in my evidence, the Deed provided for:

(a) The return of ownership of the Site to Waikato-Tainui (held by TGH).[3]

(b) The lease of the Site (including the Station) by NZ Police through to 2032.

(c) At the termination of that lease, the removal of the Station (and any other buildings from the Site). For the purposes of this evidence, I describe that obligation as the concept of "unencumbered possession".

The importance of the whenua and unencumbered possession

3.11 As noted, the return of land or the whenua to Waikato-Tainui has always been at the heart of its Raupatu Claim.

3.12 Cash payments were sought as compensation for the grievances suffered by our people; but land was different. It was (and is) the place where we buried ancestors, where we grow crops. It supports us in sustaining life and in death, and is our social and economic base. Without the whenua, we were left psychologically, socially and economically broken - without homes and without a base from which we could express and enhance our mana.

3.13 The whenua is and has always been our taonga.

3.14 It is for that reason, the cash payment alone would have been wholly inadequate as redress. The return of our taonga was required to recognise and support the restoration and ongoing enhancement of our mana, including through providing for future development opportunities on that land. Those opportunities (and the return of some of the whenua more generally) in turn allowed the tribe to begin finally moving out of grievance mode towards a more hopeful, prosperous future.

3.15 It is for that same reason that securing the return of that land with the opportunity for "unencumbered possession" – i.e. free from buildings and structures which served no purpose for us – was so important. *I riro whenua atu, me hoki whenua mai*: as land was taken, land should

[3] Deed of Settlement, Attachment 2: Settlement Land, ID: 1102.

be returned. The whenua was to be returned in a state which could allow us as a tribe to finally use, develop, and nurture it for the wellbeing of our people.

4 WAIKATO-TAINUI'S RELATIONSHIP TO HAMILTON CENTRAL POLICE STATION

Kirikiriroa

4.1 Waikato-Tainui's relationship to the Site and the wider central Hamilton area long pre-dates any association it may have with the Station.

4.2 That relationship can be dated to the late 1600s when Hotumauea, a renowned warlord, athlete and chief established and held mana whenua over the area in fulfilment of a declaration issued by his grandmother following the murder of her brothers. All hapuu in Hamilton have an association with the area including Ngaati Wairere (a major hapuu of Waikato in Hamilton).

4.3 One of the most significant paa sites within that area is known as Kirikiriroa (a general name for the whole of Hamilton and surrounds) (Figure 3). The paa site between London and Bryce Streets, along the River approximately 1km to the north of the Site.

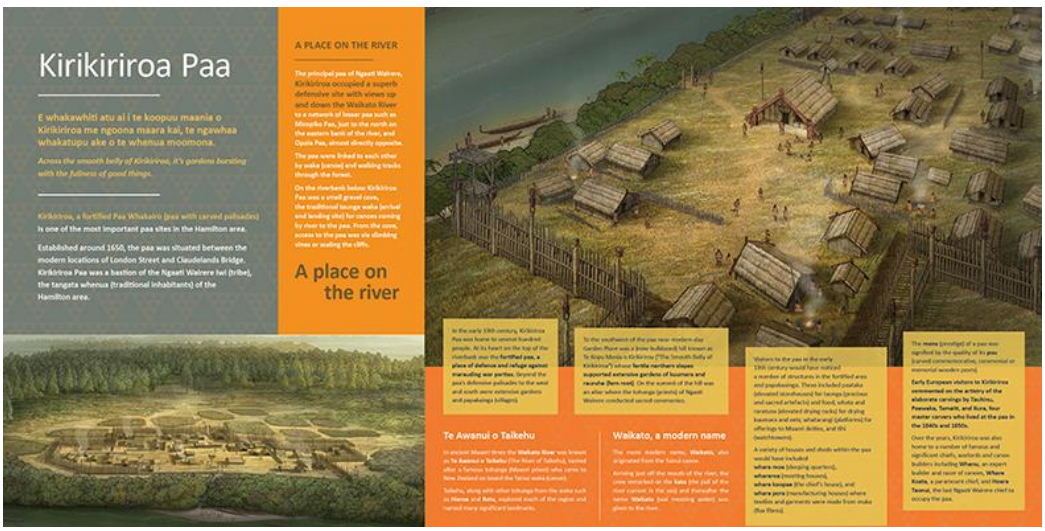

Figure 3. A screenshot of the information board located at the site of the historic paa.

4.4 Kirikiriroa paa was home to Hotumauea who became an ancestor to Pōtatau Te Wherowhero, the first Maaori King. The paa was occupied for generations by the descendants of Hotumauea, and was extended to

include significant gardens all around the paa and supporting land uses, likely encompassing the Site, which, being both elevated and close to the River, would have been a strategically important defensive location for that community.

4.5 After the invasions of the 1860s, Ngaati Wairere relocated their tribal seat to Hukanui where they remain today. In 1881 however, the old paa site was visited by the second Maaori King (and descendant of Hotumauea), Taawhiao, in mourning the confiscation of the lands at the hands of the Crown. Four years later, the ancestral remains of Ngaati Wairere were exhumed and taken to Hukanui for reburial.

The Police Station

4.6 My understanding is that the Site was used for some municipal purposes from the early 1900s following the military takeover of Kirikiriroa and the confiscation and subsequent redistribution of land to settlers in the late 1800s.

4.7 I am told that the current Station was constructed in the mid-1970s.

4.8 At that point in time, the relationship between Waikato-Tainui and the NZ Police was very strained. The historic trauma suffered by the tribe and the displacing and dislocating consequences of that and other societal shifts since colonisation were increasingly revealing themselves in over-representation of Maaori in poor social, economic and education outcome measures; all of which are major indicators in anti-social behaviour. For its part, the NZ Police were at that time not well-equipped to engage with those underlying drivers or to work alongside the tribe in supporting our people whose treatment at the hands of the Police was, at times, brutal.

4.9 The Station is an embodiment of that grievance and an ongoing reminder of that painful past for Waikato-Tainui.

4.10 In more recent years, significant efforts have been made by both parties to facilitate a renewal of the relationship between NZ Police and Waikato-Tainui, supported by the work of the Māori Focus Forum (of which I am currently a member). One of the most positive outcomes of that maahi

has been the recent partnership between TGH and the NZ Police to design and deliver the new Cambridge Police Station.

4.11 Similar to the Station, the old Cambridge Station site held traumatic memories for the tribe, this time as a place of incarceration for its people during the Raupatu. That site was also returned to Waikato-Tainui as part of the Raupatu Settlement and in 2020 TGH signed a unique partnership agreement with NZ Police to design and construct a new police station at that site. The intent was to create a whare in which a new relationship between the Police and the people they serve could be formed and built in a mana-enhancing way. To achieve that, demolishing the older building was an important first step.

4.12 In 2022, that new Station was formally opened (refer Figure 4 below).

Figure 4: Cambridge Police Station

Future use of the Station

4.13 NZ Police's lease of the Site terminates in 2032 and is subject to the requirement for the Station to be removed from the Site.

4.14 At this stage, TGH has no confirmed plans for the future of the Site. However, the experience with the Cambridge Station provides an

excellent example of how the relationship between Waikato-Tainui and the NZ Police can continue to grow in a mana enhancing way through both the removal of structures which symbolise past grievances and the construction of new buildings which provide the opportunity for a more positive future.

5 OPPOSITION TO THE PROPOSED SCHEDULING OF THE STATION

5.1 It is in that context – Waikato-Tainui's approach to environmental management, the Raupatu Claim, our tribe's relationship to the Site and our aspirations for our future – that TGH opposes the proposed inclusion of the Station within the Schedule as part of PC9.

5.2 There are two primary reasons for that opposition; the first relates to purported values which the proposed scheduling of that Station seeks to recognise and protect, and the second relates to the implications of that scheduling for the fulfilment of the Deed of Settlement and what that represents for the tribe.

The purported heritage values of the Station

5.3 The heritage assessment which, as I understand it, provided the basis for the proposal to include the Station in the Schedule attributes the following values to the Station:[4]

(a) Medium "historic qualities" owing to its long association with the Hamilton Police Force.

(b) High "context qualities" for being "an important landmark that is associated with the wider historical theme of law enforcement in the locality".

(c) High "physical/aesthetic/architectural qualities" as a representation of "Brutalist architecture" and "the centralisation of police services in the region and includes purpose designed cell-blocks, accommodation, social and operational spaces".

[4] Refer evidence of Elise Caddigan on behalf of Hamilton City Council, 3 July 2024, at page 16 onwards, Appendix 1 at page 44; Appendix 2.

5.4 With respect to the authors of that assessment, TGH does not consider that these features of the Station represent any heritage value that is worth protecting, and that to include the Station on the Schedule:

(a) prioritises the association of the Site with the Police over the tribe's historical relationship to it;

(b) protects and places value on a building which:

(i) has historically acted as a post-box for sending our people to incarceration and has exacerbated the grievances experienced by our people;

(ii) both NZ Police and Waikato-Tainui agree is no longer fit for purpose (in every sense); and

(c) as discussed further below, imposes further constraints on the future use of the Site which risk prolonging or indeed preventing the fulfilment of the redress promised to Waikato-Tainui.

Implications for fulfilling the Crown's promises

5.5 It is understood that the proposed inclusion of the Station on the Schedule would impose additional consenting requirements on demolition of the Station which would significantly increase the cost of that maahi, and could possibly preclude that demolition if resource consent was declined.

5.6 If that occurred and the Station remained in place at the termination of NZ Police's lease, that would fail to fulfil the Crown's promised redress of returning the Site to Waikato-Tainui, clear of any buildings.

5.7 As I have set out above, all land within the Waikato-Tainui rohe is treasured as a taonga, and this Site is no different. It has intrinsic value for the tribe, and must be returned as it was taken. The importance of that is not only historical; it is also future focussed. As it has always done, the whenua provides the opportunity for the tribe to build and sustain its economic and social life and prosperity, and in doing so, to both express and enhance its mana. To achieve that and to fulfil the commitments made by the Crown through the Deed of Settlement, the tribe must have the opportunity to receive the land, unencumbered.

5.8 In that context, TGH considers that the proposed inclusion of the Station in the Schedule represents a clear threat to securing that outcome. Rather than facilitating the opportunity for a new beginning, that proposed increase in restrictions on the tribe's future use of the Site serves to perpetuate the very social and economic harm/loss that the original Settlement sought to address.

6 CONCLUSION

6.1 For the reasons set out in this evidence, TGH again expresses its opposition to the inclusion of this Station in the Schedule.

Tuia i runga, tuia i raro. Ka rongo te poo, ka rongo te ao i te koorero, i te waananga.

Bind the heavens and the earth together. The message and debate will be heard by those lost to the dark of night and those who remain in the light of day

Stanley Rahui Papa
24 July 2024