

## **Response to Councillor Andy Foster's Notice of Motion**

The following document is The Wellington Company's response to the Notice of Motion from Councillor Andy Foster.

Overall, we are concerned that this is a politically motivated paper by Councillor Foster, that attempts to set aside good decision making processes, objectivity, relevant facts and fairness in favour of attempting to paint the development in the most negative light.

The response outlines the following points:

- 1. We question the ability of Andy Foster to bring this motion to the table at this time, and to vote on it at this time, on the grounds of a conflict of interest with the Shelly Bay Development.**
- 2. We are concerned by the disregard for relevant facts, subjectivity, and lack of balance of the 'supporting information' provided.**
- 3. We are concerned by the instances of clear disregard for advice provided directly and in writing by the Wellington City Council CEO to Councillor Foster, regarding Shelly Bay.**
- 4. We dispute the suggestion that there has been any material change in the resource consent application.**
- 5. We dispute the suggestion that the development of the relationship between TWC and PNBST is of such a nature that suggests the Shelly Bay development is no longer in the interest of PNBST beneficiaries.**
- 6. We are concerned at the implied suggestions from Councillor Foster that request that this development be treated in a way that is unfair: with disregard for normal processes for contracts of this kind; with disregard for our reliance on and performance of the council decision of September 2017; and by attempting to require that the project meet requirements that did not exist at the time of application and are not part of the Council's official policy.**

## **1. Conflict of Interest**

**We challenge the ability of Andy Foster to bring this motion to the table at this time, and to vote on it at this time, on the grounds of a conflict of interest with the Shelly Bay Development.**

We have received legal advice confirming that Councillor Foster's relationship with Sir Peter Jackson creates a conflict of interest, or at least a perceived conflict of interest that means he ought to take no part in any discussions or voting on the Shelly Bay Development. We have provided that advice to Council officers.

## **2. Quality of 'Supporting Information'**

**We are concerned by the disregard for relevant facts, subjectivity, and lack of balance of the 'supporting information' provided.**

Our understanding is that, as this is not a normal council paper, it has not been subjected to the normal rigours of fact checking that Councillors can expect when they review a Council paper. This is in fact a paper setting out Councillor Foster's opinion.

Many of Councillor Foster's assertions in the Notice of Motion are purely speculative.

One such example is his claim (p.108, conclusion to the Supporting Information to the N.O.M.) that "a lot has changed" since the Council decision of 27 September 2017, and that "a large number of other issues" have come to light since the Court of Appeal ruling.

The question of "a lot" and "a large number of other issues" outlined in the notice of motion is completely subjective to what Councillor Foster feels is important, and is also in our view unnecessarily alarmist.

The reality (outlined in sections 4 and 5) is that in the two years since the original decision, the resource consent has not materially changed in a way to be a new application. The way it is presented by Councillor Foster misrepresents the reality, which is that the Independent Commissioners have been presented with an updated version of the same application (this point is backed by Council CEO Kevin Lavery in section 3, below)

Additionally, the reality is that in the two years since the council resolution was passed, the development of the relationship between PNBST and TWC has been a positive rather than a negative.

This is something the council has been advised of a number of times (expanded on in section 5), but has not been mentioned at all in Councillor Foster's characterisation of the relationship.

Furthermore, Councillor Foster's repeated focus on the intensity and scale of the development being outside of District Plan requirements (despite it only being required to be within HASHAA requirements) disregards the publicly available information and our repeated commitment to an outcome that does not result in the entire development being built, for example, to the maximum heights allowed under HASHAA, but instead takes into account the natural environment, good urban planning principles and recreational space.

*Image 1:*



*Image 1 shows what the development would look like under HASHAA maximums. This was presented by Enterprise Miramar, as a piece of propaganda to discredit the development.*

*Image 2:*



*Image 2 presents what the development would look like in actuality, and confirmation of not being built to full HASHAA maximums.*

Finally, this is in line with the feedback received in the survey conducted by Enterprise Miramar, in which respondents generally agreed that “more shops and food options, careful consideration of new areas for housing, improving the quality of housing, provision of better/upgraded infrastructure,” were all things that were important [Page 2 of Community Vision and Values Survey 21 July 2019, prepared by Boffa Miskell].

### 3. Clear Disregard for CEO Advice

**We are concerned by the instances of clear disregard for advice provided directly and in writing by the Wellington City Council CEO to Councillor Foster, regarding Shelly Bay.**

Much of the paper requests information or action that the CEO has previously advised Councillor Foster on, which Councillor Foster has then chosen to disregard.

Some examples are set out below.

Councillor Foster has stated in this document (see p. 91 xvii (b)) that the consent application currently with Independent Commissioners is a “new consent”, rather than a continuation of the original consent application (relevance of this point is expanded on in section 4 below).

This is an inaccurate representation of the current application, but also on 5 April 2019, WCC CEO Kevin Lavery wrote to Councillor Foster that the view of the organisation is that the original consent is still live. *“There cannot be any material changes to the proposal to keep it “within scope” as the application is already on foot.” Kevin Lavery, 5 April 2019, p.11 of Q&A (attached).*

In his Notice of Motion, Councillor Foster continues to assume and assert that there is new information that is material, requiring the proposal to be brought in front of the council again, despite the following advice previously given to him by Mr Lavery, that for the consent to be resubmitted, there could not be material changes to the consent application:

- *“As discussed above, the applicant cannot amend its proposal to any material degree. If it does so, a new application will be required and the process with [sic] start again.” Kevin Lavery, 5 April 2019, p. 12 of Q&A.*

In his Notice of Motion (para. 29, p.103 and para. 36 & 37, p.105), Councillor Foster raises questions regarding PNBST trustee mandate and requests the CEO report back on internal iwi affairs.

Previously, Mr Lavery had already provided him the following written advice:

- *“Council’s working assumption (explicitly required in the Key Commercial Terms) was that each of PNBST and TWC would structure their commercial dealings in a manner that met their own requirements, and that each of them would obtain all*

*necessary authorisations, consents and approvals required to give effect to those transactions (including compliance with internal governance rules).” Kevin Lavery, June 2019, p. 24 of Q&A.*

#### **4. Material Change in Resource Consent Application**

We dispute the suggestion that there has been any material change in the resource consent application.

Along with the CEO’s advice to Councilor Foster, above, his characterisation of the resource consent being ‘quashed’ is not accurate.

*As noted above, he says in para 52: “A lot has changed since the Council made the decision required to facilitate the Shelly Development, on 27 September 2017. The quashing of the resource consent by the Court of Appeal is a material development. A large number of other issues have also since come to light.”*

*He goes onto say again at p.100: “6. It is understood that many of the resolutions of 27 September 2017 have not been given effect to and completed because of the ongoing High Court and Court of Appeal litigation, and more recently because the Shelly Bay proposal is under doubt as the resource consent formerly issued authorising the development has been quashed by the Court of Appeal.”*

This is simply not true, and any suggestion otherwise is disingenuous. In layman’s terms, the Court did not make a judgement call on the consent itself, but rather advised that the council had erred on a point of law and therefore it could not give effect to the resource consent application.

The Court of Appeal did not ask for the consent to be changed, but rather pointed to the council making an error in its interpretation and application of HASHA when granting resource consent. The Independent Commissioner process exists to rectify this.

If there is a material change in the resubmitted application, it would likely have been caught at the pre-application stage or will be advised by the Independent Commissioners, and not for one councilor alone to make a judgement decision and present as fact.

## **5. Relationship Arrangements between TWC and PNBST**

**We dispute the suggestion that the development of the relationship between TWC and PNBST is of such a nature that suggests the Shelly Bay development is no longer in the interest of PNBST beneficiaries.**

As both parties have repeatedly stated, TWC and PNBST are in a partnership.

In 2017 RMG, the company that coordinated the council's consultation process on Shelly Bay, recorded Ian Cassels as submitting the following:

"Mr Cassels said the Company would continue working with iwi and other partners to provide entry level and more affordable housing."

The reality is that in the two years that we have waited for Shelly Bay to eventuate, the relationship between TWC and PNBST has continued to develop and mature, in anticipation of the project coming to fruition.

To date, the joint relationship has resulted in five housing projects with 822 units, and more expected in the pipeline.

These are:

- 350 units at Shelly Bay
- 221 units at Wainui (Crown also a partner)
- 93 units at Monark (Crown also a partner)
- 56 units at Paetutu
- 102 units at Victoria Quarter (Crown also a partner)

Certainly, given the MoU arrangements and Treaty Principles that the Council is bound to honour, it would be irresponsible of councillors to turn a blind eye to the results for PNBST that have come as a result of the Shelly Bay agreement.

It would also be remiss of Councillors to say they were not aware of the growing relationship.

On 1 May 2019, Ian Cassels wrote to Councillors about the relationship as a whole, part of which said:

"In my view, it is remiss to look at our relationship through the lens of Shelly Bay alone, as its opponents have done, and insist on some kind of wrongdoing by inferring that the numbers do not add up to an arbitrary standard not imposed on any other private commercial development in New Zealand."

It was then published by the Dominion Post and is publicly available at:

<https://www.stuff.co.nz/dominion-post/news/112403964/dont-look-at-shelly-bay-alone-developer-urges>

On 03 May 2019, Councillors were presented with the following breakdown of PNBST and TWC's relationship.

## **Background**

For a variety of reasons, the Trust found itself in a financially difficult space by the end of 2016, with considerable short-term liabilities, which threatened the continued existence of the Trust. Uri demanded change to ensure confidence in the 'Vision' would be reinstated. By taking stock and re-aligning ourselves back to our Governing Principles we have been able to progressively get back on

track financially. This was done by focusing energy in three key areas; these being Economic Well-being, Environmental Well-Being and Affordable and Healthy Homes. See [pages 18, 23 and 25 of the Five Year Strategic Plan](#)

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## Money

Most will remember that the Trust was short of money by the end of 2016 as a consequence of inherited weak financial performance. Trust obligations included funding the development of 4 units at Muritai (Eastbourne), engaging Housing New Zealand to purchase land at Jackson Street, Petone, whilst incurring operating costs.

The Trust committed to the following actions:

**Sale of land at Shelly Bay:** Sold 3 titles at Shelly Bay in order to fund the development at Muritai. We assure you the sale did not constitute a major transaction nor were we taken advantage of by developers. We received a price and an arrangement we considered fair to both ourselves and the party we sold to - The Wellington Company. We took valuation advice at the time of the sale of the 3 titles to ensure we were acting professionally. Social media refers to a valuation of \$23m for Shelly Bay dated Oct 2015 which is a hypothetical valuation *IF* this site were to be developed. This was not, and still is not, an accurate valuation of the land in its current state.

**Sale of Jackson Street (Paetutu):** In 2016, the Trust was offered a piece of RFR land at 429 Jackson Street, Petone. The Trust accepted this offer without having the necessary funds to meet the \$2m purchase price, so would have been in breach of its obligation to the Housing Corporation. Fortunately, we were able to enter into an arrangement facilitated by The Wellington Company, which resulted in a 'same-day' purchase and sale for which we received \$1m in profit a year later. We also attained a pre-market offer of the properties to members which saw 14 members purchasing properties on favourable terms.

*(NB: An RFR is where we have a right pursuant to our settlement to purchase the land if it is surplus to Crown requirements, ref Images 3 & 4.)*

**Staff:** Due to lack of resource, in 2017 we restructured operational staffing from 11 down to 2.5. We acknowledge the valued input of Hannah Buchanan and Paula Cuff during this time.

**Operating Costs:** We have cut our operating costs considerably as we simply could not continue to operate in the manner we had been.

**Money:** We are trading profitably and did record our first profit ever last year.

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## Whenua

**Whenua:** Clearly Whenua is important to us, as much has been taken and we have waited a considerable period to have our land, or at least some land, returned to us. Thus, we do not take lightly the sale of any land. Nevertheless, the sale of the land at Shelly Bay was essential to the survival of the Trust.

Further, whilst not ideal, we must be open to selling land from time to time where it is prudent and in the best interests of you the uri.

**Whenua at Wainui-o-mata:** 'Te Puna Wai' Papakainga Housing Project. This project sees us listening and engaging with Uri aligned with 'Vision' and 'Strategic Plan Principles'. With the assistance again of The Wellington Company for Stage 1 (of 3) we have also attended hui called by Uri to engage with their aspirations for this project, especially working towards Stages 2 and 3. This project will provide Affordable and Healthy Homes to our people. The anticipated formation of this Stage 1 will be:

- 15 shared equity homes,
- 11 Kaumatua rentals,
- 14 other rentals and
- 43 other homes for purchase.

We encourage you to visit the ['Te Puna Wai' website](#) and learn more.

**Whenua at Paetutu:** As mentioned above we have made a profit and enabled 14 members to obtain homes at favourable rates.

**Whenua at King Street:** We have enabled 3 members to obtain homes on favourable terms.

**Whenua at Mount Crawford:** This RFR is in a process of being made available and presents a considerable opportunity for us to obtain land. Our

current consideration is that we do not have the funds to purchase such a portion of land, at this time. We are investigating with the Crown how we could purchase in tandem with them. We have not lost this right. Other partnering opportunities will also be explored as suggested by Uri.

**Whenua at South Miramar:** We are in discussion as to whether we can obtain this land, which is also the subject of an RFR.

**Whenua at Watts Peninsula:** We have a Memorandum of Understanding with Wellington City Council and the Crown and intend to talk with them.

**Sale and Leaseback Whenua:** We have established a partnership with other Taranaki Iwi which will see us acquire Whenua in the Wellington CBD in area of 13.5 hectares and in value of nearly \$110m. This will include prime land that sits beneath Crown properties such as The Wellington District Court, The National Library, Archives New Zealand and a number of schools. This partnership will enable stable and consistent annual income.

**Whenua - Cultural Land:** Separate to any of the above we own 162 hectares of cultural land. See below Chart 1 and Table 1, we own a significant portion of land in and around Wellington.

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## Why

We are at a loss to explain why others are so interested in our land, as it has taken us a long time to be able to regain some of our lands and whilst we are inclusive and welcome discussion with others on how we can partner with them, we would ask that they respect our rights just as we respect theirs.

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## Our Future

We make no apology for the fact we have had to sell land to ensure that the Trust survived. We aim to establish a platform from which we can take advantage of the opportunities and promise of our settlement. This will put us in a position to facilitate and contribute to the growth and development of our members and collective cultural wellbeing. It is with this purpose that we have made the decisions we have made.

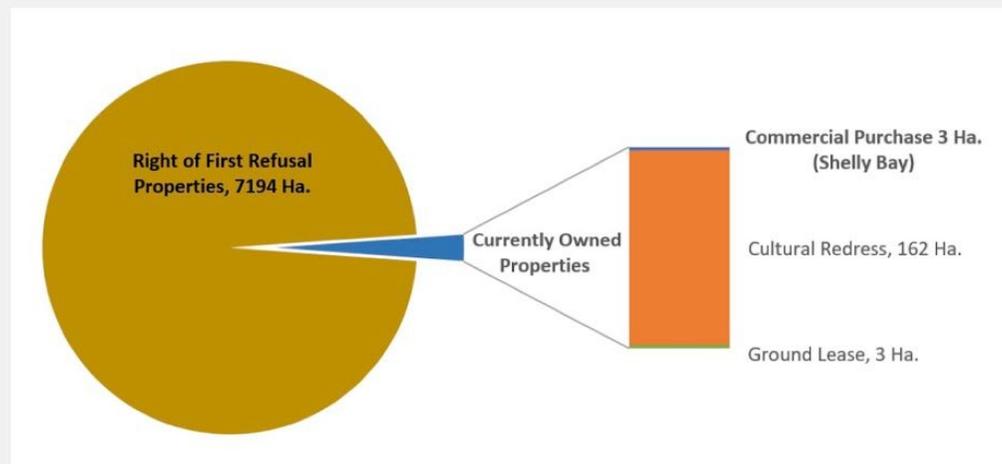
We wish to invite uri to a hui in June where we can talk about your aspirations and what you as members of Taranaki Whānui ki Te Upoko o Te Ika wish to see your Trustees advance for you. We will be in touch with a date, time and location.

Arrive to the hui well informed by reading the [Five Year Strategic Plan 2011-2015](#).

Ko te wawata ia kia puta mātou mai te mate ki te ora kia tū rangatira ai a Taranaki Whānui.

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## Chart 1: Taranaki Whānui ki te Upoko o te Ika Property Rights and Currently Owned Properties As at May 2019



### Right of First Refusal

This refers to Crown owned land where Taranaki Whānui ki te Upoko o te Ika have the first right to purchase, when such land becomes surplus. These are spread around the Wellington region and includes schools, houses and various other Crown-owned properties.

### Commercial Purchase (Shelly Bay)

This refers to properties that were purchased by the Trust.

### Cultural Redress

This refers to properties that were given to the Trust as part of the Treaty of

Waitangi Settlement in 2008.

### Ground Lease

This refers to when the Trust has purchased property and then leased the land.

**Table 1: Taranaki Whānui ki te Upoko o te Ika Property Portfolio**

Type	Property	Address
Cultural Redress	Matiu Island	
	Makaro Island	
	Mokopuna Island	
	Former Wainuiomata Intermediate	82 Moohan Street Wainuiomata Lower Hutt
	Former Wainuiomata College	106 Moohan Street Wainuiomata Lower Hutt
	Corner of Whites Line East and Waiwhetū Road.	86-90 Whites Line East Waiwhetū Lower Hutt
	Tramways Building	1-3 Thorndon Quay Pipitea Wellington
	Honiana Te Puni Reserve	1-8 The Esplanade Petone Lower Hutt
	Bed of Lake Kohangapiripiri	
	Bed of Lake Kohangatera	
	Dendroglphs Site	
	Wi Tako Scenic Reserve	
Makara Urupa	631 Makara Road Makara Wellington	
Commercial Purchase	Shelly Bay	232, 264 & 276 Shelly Bay Road, Maupuia Wellington
Ground Lease	Former Petone College	25 Graham Street Petone Lower Hutt



Councillor Foster also queries the final settlement arrangements between WCC and the development.

For context, in 2017, the council paper stated:

“10. The Council is now responding to an integrated development proposal undertaken as a *joint partnership between the Port Nicholson Block Settlement Trust (PNBST) and The Wellington Company (TWC)*. The legal partnership goes under the name Shelly Bay Limited. The site for development is approximately 11.3 hectares, which is comprised of approximately 7.8 hectares owned by SBL and a Council-owned component of some 3.5 hectares.”

“11. *PNBST is the legislative mandated entity for Taranaki Whānui ki te Upoko o te Ika (Taranaki Whānui)*. Taranaki Whānui migrated to Wellington in 1830 and is the original kaitiaki and mana whenua of Wellington. In 2009 Taranaki Whānui settled their historical grievances with the Government, and the purchase of Shelly Bay was part of that settlement. The objective of Taranaki Whānui is to restore, revitalise, strengthen and enhance the cultural, social and economic well-being of Taranaki Whānui and Wellington.” - City Strategy Committee agenda, 27 September 2017, p. 10

We believe that Councillors’ understanding at the time of the council decision of 27 September 2017 was that the entity that will be contracting with the council is a joint venture between TWC and PNBST. We also believe that Councillors’ understanding was that the entity will be Shelly Bay Limited.

**We can confirm that the entity council will be contracting with will definitely be a joint venture between TWC and PNBST and we can confirm that that entity will definitely be Shelly Bay Limited.**

We understand that Councillors need a level of comfort about land ownership at present, and as such we attach the latest PNBST newsletter, dated 26 August 2019, which presents the latest information on ownership.



26 August 2019

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## **Our Partnership with The Wellington Company**

Further to the latest [pānui](#), we have made a conscious decision to update uri of our partnership with the The Wellington Company (TWC) in this separate pānui. The whānaungatanga/relationship of this partnership has been vital for the advancement of uri and the Trust.

Aside from Shelly Bay, the Trust has four other Economic Prosperity initiatives with TWC which we consider beneficial to uri and the Trust:

### **Paetutu (Hutt Valley)**

[Paetutu](#) (Jackson Street, Hutt Valley) - for clarity, the Trust had a Right of First

Refusal (RFR - explained below) with the Crown in 2017. Due to lack of funds, the Trust could not complete this purchase independently. Therefore, we engaged TWC and Te Tumu Kāinga (TTK) as partners, which allowed us to assume our obligation to the Crown (e.g. complete the purchase), and provided the Trust with a profit share. The profit share of \$1 million was received 12 months later. The partners also provided uri with a first option to buy unit/s at Paetutu prior to taking the development to the open market.

***Result : this saw 14 uri obtain a home at below market rate.***

## **Te Puna Wai (Hutt Valley)**

This land was returned as cultural redress land, under the Settlement. This project sees stronger and meaningful engagement with uri, whilst again partnering with TWC.

**Result :**

- **positive housing outcomes for uri**
- **employment opportunities for uri**
- **first (8) whānau market whare at [Te Puna Wai](#) available now. Tenders close 27 August 2019.**

## **Monark (Wellington CBD)**

The Trust had an RFR with the Crown for this land. The Trust decided that rather than charge TWC a 10% nomination fee and pass on the entire property/land, the Trust would partner with TWC on a profit share basis.

***Result : first option to purchase apartments were offered to uri, prior to the open market. This enabled 3 uri to obtain property at [Monark](#) at below market rate.***

## **Victoria Street (Wellington CBD)**

This project has recently commenced, and the Trust once again expects to be able to offer uri homes prior to launch to market at below market rates.

## **Our Responsibility**

With uri interests at the forefront, and a desire to invest into the Sale and

Leaseback process, we made a decision to sell the 4<sup>th</sup>, and last, title at Shelly Bay to TWC for an excellent price of \$10 million.

These funds will be used to:

- invest into the Sale and Leaseback, thus **increasing the asset base** by \$10 million and providing a **consistent income stream** (annuity income) for the next **21 years**; and
- development of a mixture of **89 freehold and rental whare** (including social and Kaumātua) at Te Puna Wai for uri, at **below market rates**.

With the sale of the 4th title to TWC, as with all our partnership arrangements with them, we will be working together to enable each other.

As part of this partnership, the Trust will ensure that the right outcomes for Shelly Bay, commercially, culturally and from a social perspective, are achieved. The Trust will continue to provide all the help TWC need as our partner, to grow a better and broader community. The Trust will be walking shoulder to shoulder with TWC as it is only right, we enable those, who enable us.

The Trust will continue to provide uri with news of all the developments as they progress.

## **Explaining the Right of First Refusal ("RFR") Process**

We have outlined below the RFR process, for ease of understanding.

The process starts when the Crown has land that they no longer require and then offer it back to the Trust. The Trust then has 20 working days to decide to either purchase, nominate or pass in.

[\*\*CLICK HERE to read more on the Crowns' RFR Process\*\*](#)

## 5. Fairness

**We are concerned at the implied suggestions from Councillor Foster that this development be treated in a way that is unfair: with disregard for normal processes for contracts of this kind; with disregard for our reliance on and performance of the council decision of September 2017; and by attempting to require that the project meet requirements that did not exist at the time of application and are not part of the Council's official policy.**

Councillor Foster's requests for the principal commercial and legal terms and conditions of the Development Agreement (and any other legal agreements) seems to be above and beyond what is usually required of commercial deals in the council, and we would be interested to know of precedent where this has been done before.

He says: *"(i) the principal commercial and legal terms and conditions of the Development Agreement (and any other legal agreements) along with confirmation that they deliver on the Council's objectives and drivers for supporting the Shelly Bay development, and give effect to paragraphs i - xvi above."*

We would be concerned if Councillor Foster, in requesting this, did not take into account all the necessary context available to him.

We would also be concerned if this is the precedent that the council intends on setting, as it would significantly slow down commercial processes and negate the expert opinions of the council's internal commercial experts.

The CEO provided Councillor Foster with the following advice prior to his writing of this paper: *"The key commercial terms are confidential, commercially sensitive and remain under negotiation. Accordingly, we are not able to release these."* Kevin Lavery, June 2019, p. 6 of Q&A.

Councillor Foster's paper disregards the performative and reliant actions that arose for TWC and PNBST as a result of the council decision of September 2017.

He states: *"It is understood that many of the resolutions of 27 September 2017 have not been given effect to and completed because of the ongoing High Court and Court of Appeal litigation."* - Notice of Motion, item 6, p. 100.

However, for nearly two years, we have acted in reliance of that decision and in good faith, and at considerable cost to ourselves and PNBST, and to disregard that sets a very dangerous precedent.

Finally, on this point, Councillor Foster requests a report on how sea level rise and climate change are being given effect to in the proposed Development Agreement and the design and review process.

Our view is that this is an attempt to require that the project meet requirements that did not exist at the time of application and are not part of the Council's official policy. On the issue of sea level rise, we have met our regulatory obligations.

Furthermore, before Councillor Foster presented this paper, he was advised by the CEO on this point that: *"There has been no precedent on this point and lots of speculative comment. This is something we need to consider as part of our Planning For Growth and resilience work."* Kevin Lavery, 5 April 2019, p. 22 of Q&A.

To be able to retrospectively change the yardstick by which a project is judged, particularly when the Council itself does not have a mechanism to do so - as Mr Lavery has pointed out - again sets a dangerous precedent.

## **Conclusion**

In conclusion:

- PNBST and TWC remain in a working and constructive partnership that has matured since 2017, yielding real results for its members.
- The development is still under consideration for resource consent. A resubmission of the original consent is currently being considered by Independent Commissioners for their ruling.
- There has been no significant material change to the resubmitted version of the original resource consent. There is still a commitment to build 350 units at Shelly Bay as set out in our application, and for it to be a part of the city that all Wellingtonians can be proud of.
- The parties to settle with WCC will be the same as those that were confirmed to councillors at the time of the decision of 27 September 2017
- PNBST has assured us that moving forward with this relationship is still in the best interest of its 18,000 members.

The Wellington Company  
27th August 2019

Documents referenced:

- Notion of Motion: Shelly Bay (Item 2.5 on Council agenda of 28 August 2019).
- City Strategy Committee meeting agenda of 27 September 2017 (Specifically Item 2.1 An Integrated Masterplan for Shelly Bay).
- “Shelly Bay Questions” document (190607). Correspondence between Councillor Foster and Kevin Lavery regarding Shelly Bay questions and answers dated 8 March 2019 to June 2019.
- PNBST eNewsletters to membership, dated 3 May 2019 and 26 August 2019.
- Te Motu Kairangi Miramar Peninsula: Community Vision and Values Survey. Prepared for Enterprise Miramar Peninsula Inc. by Boffa Miskell, 21 July 2019.